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13 Attorneys for Plaintiffs

14 **UNITED STATES DISTRICT COURT**  
15 **SOUTHERN DISTRICT OF CALIFORNIA**

16 HEATHER TURREY, et al.,  
17 Plaintiffs,  
18 v.  
19 VERVENT, INC., etc., et al.,  
20 Defendants.

Case No. 3:20-cv-00697-DMS-AHG  
**CLASS ACTION**

**DECLARATION OF IRV  
ACKELSBERG IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
AWARD OF ATTORNEYS' FEES,  
REIMBURSEMENT OF EXPENSES,  
AND SERVICE AWARDS FOR  
CLASS REPRESENTATIVES**

**Date: August 16, 2024**  
**Time: 1:00 p.m.**

District Judge Dana M. Sabraw  
Courtroom 13A, 13th Fl. (Carter-Keep)  
Magistrate Judge Allison H. Goddard  
Chambers Room 3B, (Schwartz)

Complaint Filed: April 10, 2020  
Trial Date: June 8, 2023

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1 I, Irv Ackelsberg, declare as follows:

2 1. I am a partner of the law firm Langer, Grogan & Diver P.C. I am one of  
3 the court-appointed Class Counsel pursuant to Federal Rule of Civil Procedure 23(g)  
4 in the above-entitled matter. I have personal knowledge of the matters set forth in this  
5 declaration or believe them to be true based on facts and events in which I have  
6 participated and which otherwise have been made available to me and would be  
7 competent to testify as to them.

8 **I. INTRODUCTION**

9 2. I submit this declaration in support of Plaintiffs' Motion for Attorneys'  
10 Fees, Reimbursement of Expenses, and Service Awards for the Class Representatives.

11 3. I believe the requested fees and costs are fair and reasonable under  
12 controlling law, particularly considering the results realized for the Class, the  
13 difficulty and complexity of the case, and the time and expense spent by Class  
14 Counsel to achieve the excellent results in this litigation.

15 4. Plaintiffs' 18 U.S.C. section 1962(d) claim, RICO's conspiracy  
16 provision, was the heart of this litigation. Before trial, the parties devoted most of  
17 their attention to the RICO claim in their discovery efforts and in motion practice.  
18 And the RICO claim was the focus of the jury trial. Although Plaintiffs alleged other  
19 violations of law, Plaintiffs' negligent misrepresentation claim and claims brought  
20 under the Fair Debt Collection Practices Act, 15 U.S.C. § 1962, *et seq.* ("FDCPA")  
21 and Rosenthal Fair Debt Collection Practice Act, Cal. Civ. Code §§ 1788-1788.33  
22 ("Rosenthal Act"), were components of, and part of the broader picture of, Plaintiffs'  
23 RICO theory. And Plaintiffs' RICO claim was central to Plaintiffs' theory of liability  
24 under the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.* ("UCL"),  
25 which was dismissed without prejudice and is currently being litigated in California  
26 state court.

27 5. After extensive litigation of Plaintiffs' RICO claim, Class Counsel  
28 obtained an excellent result at trial for the Class. Motion practice was substantial and

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1 included motions to dismiss (one of which was withdrawn well after Class Counsel  
2 began preparing their responsive brief), motions for leave to file amended complaints,  
3 multiple class certification motions—made necessary because of Defendants’  
4 persistent “pick off” tactics—motions for summary judgment, a motion to decertify  
5 the class, motions *in limine*, a motion to exclude Defendants’ rebuttal expert, and  
6 numerous *Daubert* motions to exclude expert testimony at trial. All of these motions  
7 were vigorously contested and fully briefed, with some involving multiple rounds of  
8 briefing. There was also substantial discovery: Class Counsel’s work in this area  
9 included (1) taking and defending eleven depositions, including those of Defendants’  
10 corporate designees, its CEO and co-owner (Defendant Johnson) and its executive  
11 vice president and co-owner (Defendant Chiavaro); (2) reviewing over 260,000 pages  
12 of documents produced by Defendants and third parties; and seeking discovery from  
13 a third-party co-conspirator involved in the PEAKS loan portfolio. Class Counsel also  
14 responded to discovery served on six class representatives (again, made necessary  
15 because of Defendants’ “pick off” tactics) and defended those class representative  
16 depositions and worked with expert witnesses, including preparing and exchanging  
17 expert reports, conducting and defending expert depositions, and preparing them for  
18 trial.

19 6. After a seven-day trial, the jury deliberated for three days. During its  
20 deliberation, the jury posed questions to the Court that also required briefing.  
21 Ultimately, the jury found for the Plaintiffs and awarded the Class \$4 million (pre-  
22 trebled) on the 18 U.S.C. § 1962(d) RICO conspiracy claim. Class Counsel’s  
23 collective, years-long efforts led to this result, a rarity in class RICO litigation.

24 7. The litigation changed, refined, and became more challenging over time  
25 as Defendants’ well-resourced counsel adjusted and responded to our positions and  
26 as we adjusted and responded to theirs.

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1 **II. LANGER GROGAN & DIVER P.C.**

2 8. Langer, Grogan & Diver, P.C. (“LGD”) is a Philadelphia law firm  
3 specializing in complex, civil litigation with concentrated practices areas in civil  
4 rights, consumer rights and antitrust. The majority of LGDs cases are class actions.  
5 Its website, www.langergrogan.com, summarizes the firm’s work and the biographies  
6 of its attorneys.

7 9. LGD has been lead counsel in several ground-breaking class actions. In  
8 particular, LGD has been a leader in the use of RICO to hold to account financial  
9 institutions whose conduct, while purporting to be standard business-to-business  
10 services, has in fact been acts in furtherance of schemes to defraud. *See Faloney v.*  
11 *Wachovia Bank, N.A.*, 254 F.R.D. 204 (2008) (LGD suit alleging violations of 18  
12 U.S.C. § 1962(d) against bank providing payment services to fraudulent  
13 telemarketers; settled resulting in one of the largest consumer recoveries in the Third  
14 Circuit); *Reyes v. Zions First National Bank*, Civ. Action 10-00345 (E.D. Pa. 2010)  
15 (suit alleging violations of 18 U.S. § 1962(d) against a bank providing entry into the  
16 automated payments system to fraudulent telemarketers; settled yielding \$37.5  
17 million recovery for victimized consumers); *Commonwealth of Pennsylvania vs.*  
18 *Think Finance 2:14-cv-07139-JCJ* (2015) (suit on behalf of Pennsylvania Attorney  
19 General under the Pennsylvania state RICO statute, in connection with so called  
20 “tribal lending;” spawned national litigation against Think Finance, its CEO, its  
21 investors, and a hedge fund associated with its tribal lending products; handsomely  
22 settled in favor of Pennsylvania consumers. *See*  
23 [https://www.attorneygeneral.gov/taking-action/ag-shapiro-shuts-down-think-](https://www.attorneygeneral.gov/taking-action/ag-shapiro-shuts-down-think-finance-wins-debt-relief-for-pa-consumers/)  
24 [finance-wins-debt-relief-for-pa-consumers/](https://www.attorneygeneral.gov/taking-action/ag-shapiro-shuts-down-think-finance-wins-debt-relief-for-pa-consumers/)).

25 10. RICO cases brought by LGD have resulted in important developments  
26 in the law and in innovative law-enforcement efforts between governmental entities  
27 at both the state and federal levels, and the private bar. In *Faloney*, LGD’s efforts  
28 supplemented, and, along with advocacy from members of the United States Senate,

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1 spurred more vigorous efforts by the Office of the Comptroller of the Currency, to  
 2 crack down on banks facilitating telemarketing fraud. *See*  
 3 [https://www.markey.senate.gov/news/press-releases/may-29-2008-court-urged-to-](https://www.markey.senate.gov/news/press-releases/may-29-2008-court-urged-to-ensure-victims-of-multi-million-dollar-fraud-are-reimbursed)  
 4 [ensure-victims-of-multi-million-dollar-fraud-are-reimbursed](https://www.markey.senate.gov/news/press-releases/may-29-2008-court-urged-to-ensure-victims-of-multi-million-dollar-fraud-are-reimbursed). The *Zions* matter  
 5 resulted in an important decision by the Third Circuit Court of Appeals, reversing a  
 6 denial of class certification and upholding LGD’s theory that individual consumer  
 7 claims arising from attempts to elicit bank account numbers by selling inherently  
 8 worthless products, could be certified as a class action under Fed. R. Civ. P. 23. *See*  
 9 *Reyes v. Netdeposit, LLC*, 802 F.3d 469 (3d Cir. 2015). In the *Think Finance* matter,  
 10 LGD attorneys, in particular, Messrs. Ackelsberg and Grogan, were retained to  
 11 represent the Attorney General of Pennsylvania to prosecute actors in a “tribal lending  
 12 scheme.” In addition to securing a leading opinion on the critical question of whether  
 13 Native American tribal entities were “indispensable parties” under Fed. R. Civ. P. 19,  
 14 *see Commonwealth of Pennsylvania v. Think Fin., Inc.*, No. 14-CV-7139, 2016 WL  
 15 183289, at \*8 (E.D. Pa. Jan. 14, 2016), the Pennsylvania action proved to be a catalyst  
 16 for resolution of actions brought by the Consumer Financial Protection Board  
 17 (“CFPB”) and a myriad of private class actions brought in other states. Eventually,  
 18 successful settlement of those cases occurred in the context of the *Think Finance*  
 19 bankruptcy proceeding and included contributions from a host of entities and persons  
 20 including hedge funds, private investors, corporate executives and successor  
 21 companies. *In re Think Fin., LLC*, No. 17-33964 (HDH) (Bankr. N.D. Tex).<sup>1</sup>

22 11. In addition, the firm has an extensive practice in civil rights and related  
 23 public law matters. *See, e.g., Buck v. Stankovic*, 485 F. Supp. 2d 576 (M.D. Pa. 2007)

24 \_\_\_\_\_  
 25 <sup>1</sup> In addition to its work with RICO, the firm also has a concentrated practice  
 26 area in antitrust litigation. *See, e.g., In re Linerboard Antitrust Litig.*, 305 F.3d 145  
 27 (3d. Cir. 2002) (obtaining what was, at the time, the largest antitrust recovery in the  
 28 Third Circuit); and *Laumann v. NHL*, 56 F. Supp. 3d 280 (S.D. N.Y. 2014) (settlement  
 in antitrust case against the National Hockey League and Major League Baseball  
 resulted in those leagues, for the first time, unbundling their internet sports offerings).

1 (working with the ACLU of Pennsylvania, the firm successfully enjoined a  
2 Pennsylvania county from refusing to issue a marriage license to an American citizen  
3 and her undocumented immigrant fiancée.); *Fields v. City of Philadelphia*, 862 F.3d  
4 353 (3d Cir. 2017) (case with the ACLU establishing that citizens have a First  
5 Amendment right to observe and record police activity); *ACLU v United States*  
6 *Immigration and Customs Enforcement*, No. 20-cv-2363 (E.D.Pa.) (counsel with the  
7 ACLU of Pennsylvania and Villanova Law School’s Farmworker Legal Aid Clinic in  
8 FOIA action in connection with city-wide raids in communities with high numbers of  
9 undocumented residents); *Castillo Chaidez v. Hemphill*, No. 2:18-cv-01837 (E.D. Pa.  
10 2021) (case brought with local non-profit involving allegations of labor trafficking).

11 **III. THE REQUESTED FEES**

12 12. LGD prosecuted this litigation on a purely contingent basis with no  
13 guarantee of recovery. LGD, along with co-counsel, incurred 100% of the risk in  
14 pursuing the litigation. LGD prosecuted this case with the understanding that we  
15 would be paid a fee and receive reimbursement for expenses only if successful. We  
16 took on and prevailed against defendants that were supported by highly experienced  
17 and well-resourced attorneys from ArentFox Schiff.

18 13. LGD passed on other opportunities to devote the time and resources  
19 necessary to pursue this litigation.

20 14. My firm has been involved in nearly all aspects of the litigation from its  
21 inception.

22 15. After being made aware of the ITT bankruptcy and the class of PEAKS  
23 borrowers who made payments to Vervent Defendants who were not being  
24 represented in the bankruptcy, LGD undertook substantial legal and factual research  
25 to conceive and develop the RICO case that we successfully tried. Even though this  
26 case was not commenced until April 2020, LGD began its investigative and analytic  
27 work in July 2019. This work included, among other things, interviewing PEAKS  
28 borrowers, analyzing deal documents underlying the PEAKS program, reviewing

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1 investment analyses of ITT as they related specifically to PEAKS, reviewing the  
2 complaints filed against ITT by the CFPB, the SEC and the bankruptcy trustee,  
3 consulting financial experts, and engaging in substantial legal research to ensure the  
4 viability of a 1962(d) conspiracy claim where the principal 1962(c) operator of the  
5 RICO enterprise would not be a party to the litigation. As a result of this extensive  
6 investigation and analysis, counsel had already developed an understanding of the  
7 purpose and complex structure of the PEAKS program prior to filing the action.

8 16. We drafted the initial complaint and assembled the team of experienced  
9 counsel. Once we recognized that this litigation should be brought in the Southern  
10 District of California, we sought the assistance of attorney Paul Arons a prominent  
11 consumer lawyer with deep experience in unlawful debt litigation. Mr. Arons  
12 recommended the retention of Blood Hurst & O'Reardon, LLP, as local and trial  
13 counsel.

14 17. LGD continued to play a significant role in prosecuting this litigation all  
15 the way through trial, including responding to and drafting motions—including at the  
16 dismissal, summary judgment, class certification and *Daubert* stages, conducting  
17 substantial first party and third party discovery, conducting expansive document  
18 review, retaining and working with all the experts involved to develop pertinent and  
19 helpful testimony for the triers of fact, engaging in on-going settlement discussions,  
20 and preparing for and conducting a seven-day trial in San Diego.

21 18. LGD's involvement in discovery was extensive, including taking eight  
22 depositions of Defendants and third parties; requesting and reviewing over 260,000  
23 pages of documents produced by Defendants and third parties; and seeking and  
24 obtaining substantial discovery from Access Group, a third-party co-conspirator  
25 involved in the PEAKS loan portfolio, which showed missing end of month reports,  
26 monthly servicing reports, and a lack of classwide origination documents. LGD also  
27 conducted document and deposition discovery of Boston Portfolio Advisors and its  
28 CEO, Thomas Glanfield, who first introduced Defendants to ITT. It was through

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1 Glanfield that Class Counsel were able to uncover the extent of ITT's control over  
2 Defendants' servicing activities. This was essential to the effective questioning of  
3 Defendants Johnson and Chiavaro in deposition and later at trial.

4 19. Several discovery disputes were raised and resolved by Magistrate  
5 Judge Goddard.

6 20. John Grogan and David Nagdeman of LGD played integral roles at trial,  
7 conducting direct and cross examinations and participating in legal argument with the  
8 Court. We all helped prepare witnesses, aided in devising direct and cross  
9 examination strategies, identified exhibits for use at trial, and assisted in creating the  
10 trial demonstratives.

11 21. I closely coordinated with Mr. Grogan, Mr. Nagdeman, our paralegal  
12 Kim Ferrari, and other attorneys at the firm including Mary Catherine Roper and  
13 Kevin Trainer to efficiently delegate and allocate responsibilities based on seniority,  
14 billing rate and expertise.

15 22. I am a consumer law specialist and have been practicing for 47 years.  
16 For 30 years, before joining LGD, I led the consumer work at Community Legal  
17 Services of Philadelphia. *See* [www.clsphila.org](http://www.clsphila.org); Allen Redlich, "Who Will Litigate  
18 Constitutional Issues for the Poor?", 19 HASTINGS CONST. L.Q. 745, 749 (1992)  
19 (after national review of legal services programs, concluding that CLS was the most  
20 successful legal services provider in the nation). In 2005, I received the National  
21 Consumer Law Center's Vern Countryman Award, the most prestigious national  
22 award given to a consumer law practitioner. *See* [https://www.nclc.org/about-](https://www.nclc.org/about-us/awards/countryman-award)  
23 *us/awards/countryman-award*. At LGD, I was directly involved in the *Wachovia,*  
24 *Zions and Think Finance* matters. Attached as **Exhibit A** are the CVs of the LGD  
25 attorneys.

26 23. John Grogan has been practicing for 30 years. Prior to co-founding LGD,  
27 Mr. Grogan co-founded the Camden Center for Law and Social Justice, Inc, a non-  
28 profit legal services organization that, since its founding in 1994, has served tens of



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1 thousands of immigrants and the working poor. See <https://camdenlawandjustice.org/>.  
2 At LGD, Mr. Grogan was directly involved in the *Wachovia*, *Zions* and *Think Finance*  
3 matters. Mr. Grogan has been honored on multiple occasions for his litigation work.  
4 He teaches part time at the University of Pennsylvania Carey Law School.

5 24. Mary Catherine Roper has been practicing for 30 years. Prior to joining  
6 LGD, Ms. Roper was the Deputy Legal Director for the ACLU of Pennsylvania. At  
7 LGD, Ms. Roper specializes in civil rights and complex litigation in state and federal  
8 courts. Ms. Roper has been honored on multiple occasions for her litigation work and  
9 teaches part time at the University of Pennsylvania Carey Law School and Temple  
10 University Beasley School of Law.

11 25. David Nagdeman is an associate at LGD and has been practicing for 5  
12 years. He is a *summa cum laude* graduate of the Temple Beasley School of Law where  
13 he was an editor of the Temple Law Review. He clerked for the Hon. Gerald McHugh  
14 of the United States District Court for the Eastern District of Pennsylvania from  
15 September 2021 through August 2022. Since joining the bar, Mr. Nagdeman has co-  
16 counseled several complex class actions and multi-plaintiff suits on behalf of  
17 plaintiffs including *Winters et al. v. Ocean Spray Cranberries, Inc.*, No. 12-cv-12016  
18 (D. Mass.); *Alabama Doe v. Gilead Sciences, Inc.*, No. 20-CIV-3699 (Cal. Super. Ct.  
19 San Mateo Cty.); and *McFalls v. 38<sup>th</sup> Judicial District*, No. 4 M.D. 2021 (Pa. Commw.  
20 Ct. 2021).

21 26. Kevin Trainer is an associate at LGD and has been practicing for 6 years.  
22 Mr. Trainer graduated from Temple Beasley School of Law where he was the editor-  
23 in-chief of Volume 90 of the Law Review. Mr. Trainer served as a judicial law clerk  
24 for the Honorable Gerald A. McHugh of the United States District Court for the  
25 Eastern District of Pennsylvania and the Honorable L. Felipe Restrepo of the United  
26 State Court of Appeal for the Third Circuit.

27 27. Assisting in this case was LGD Senior Paralegal, Kim Ferrari, who has  
28 extensive experience, working as a paralegal for over 15 years. Prior to joining LGD

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1 in 2022, Ms. Ferrari spent fifteen years with the law firm Hangley Aronchick Segal  
2 Pudlin & Schiller, focusing on complex litigation. Prior to that, Ms. Ferrari worked at  
3 several other law firms that also specialize in complex litigation including Squire  
4 Patton Boggs (formerly Patton Boggs) and Latham & Watkins LLP. Ms. Ferrari  
5 earned her bachelor's degree from William Paterson University, Wayne, NJ in 2004,  
6 and she began working as a paralegal immediately after graduation. Ms. Ferrari was  
7 responsible for organizing the discovery and assisted in the design and production of  
8 trial exhibits and demonstratives used at trial. She assisted with trial preparation,  
9 attended the trial and provided paralegal support throughout the case.

10 28. The services rendered and work performed by my firm's attorneys and  
11 staff covered nearly all aspects of this hard-fought litigation.

12 29. In addition, LGD worked closely on settlement efforts and strove to  
13 settle this case at numerous junctures. There were at least six formal mandatory  
14 settlement conferences, countless informal communications with Magistrate Judge  
15 Goddard towards settlement, a full-day mediation session with Robert Meyer, Esq.,  
16 in Los Angeles, California, and numerous informal attempts to reach a settlement with  
17 Defense Counsel throughout the litigation and especially after the Court's order  
18 granting Plaintiffs' motion for class certification. I, along with the other Class  
19 Counsel, endeavored to reach an agreement on settling this litigation, but Defense  
20 Counsel never offered anything close to what I and Co-Counsel thought would be a  
21 fair, reasonable and adequate settlement for the Class or one that would withstand the  
22 Court's scrutiny. As a result, my firm and all other Class Counsel incurred additional  
23 substantial time and expense in trying this case to verdict.

24 30. I am familiar with the quality and quantity of work done in this case by  
25 all lawyers representing Plaintiffs and the Class. I have endeavored to ensure there  
26 was no unnecessary work or duplication of effort.

27 31. I believe the time expended by LGD in this litigation was reasonable and  
28 necessary considering the complexity of the litigation and amount of work required

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1 to litigate and try this case. There has been no unreasonable duplication of services  
2 for which LGD and my co-counsel now seek compensation. In the situations in which  
3 more than one attorney participated in any matter, the participation was reasonable  
4 because of the complexity of the issues involved and the time constrains that existed.  
5 I believe tasks were delegated appropriately among senior attorneys, junior attorneys,  
6 and paralegals according to their complexity.

7 32. The following information regarding LGD's time and out-of-pocket  
8 expenses is taken from time and expense records prepared and maintained by LGD in  
9 the ordinary course of business. The time records were prepared daily or shortly  
10 thereafter by each attorney or paralegal working on the litigation.

11 33. Prior to determining the final lodestar, LGD attorneys reviewed the time  
12 records and, in some instances, reduced the number of hours that reflected duplication  
13 of work and, as further described below, work related to certain post-verdict motions.  
14 In all cases, the only adjustment to the original time records was downward, *i.e.*, to  
15 reduce the number of hours. The total attorney time multiplied by the hourly rate of  
16 the lawyer expending that time, *i.e.*, "the lodestar" is \$3,068,194.

17 34. The expense records are prepared from receipts, expense vouchers,  
18 check records and other documents, and are an accurate record of the expenses.  
19 Throughout the litigation I reviewed and approved for payment all of LGD's out-of-  
20 pocket expenses.

21 35. The schedule below provides a summary of the hours expended by  
22 timekeepers from LGD who performed work in this litigation. The schedule includes  
23 the name of each person who worked on the case, hourly billing rates, the number of  
24 hours expended, the resulting lodestar, and the bar passage year for each timekeeper.

25 36. The lodestar calculation is based on the firm's current billing rates. These  
26 rates have been determined to be reasonable by numerous other courts in class action  
27 litigation. A sample of courts that have approved LGD's standard billing rates and  
28 attorneys' fees as reasonable include *Alabama Doe 1 et al. v. Gilead Sciences, Inc.*,

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1 No. 20-cv-03699 (Cal. Super. Ct. July 11, 2023) (approving \$1,200 for Mr. Grogan,  
 2 \$575 for Kevin Trainer and \$500 for Mr. Nagdeman); *Boyd v. TitleMax of Delaware,*  
 3 *Inc.*, JAMS Arbitration Case, Ref. No. 5450000202 (March 20, 2023) (finding that  
 4 the requested rates for LGD attorneys, including the rate requested by David A.  
 5 Nagdeman, “reasonable given their reputations and experience); *Commonwealth of*  
 6 *PA v. Think Finance, Inc., et al.*, No. 14-cv-07139 (E.D. Pa. Dec. 30, 2019)  
 7 (approving settlement and rates similar to those requested above in which LGD  
 8 represented the State of Pennsylvania as special counsel); *Reyes v. Zions First Nat’l*  
 9 *Bank, et al.*, No 10-00345 (E.D. Pa. July 8, 2016) (Order) (approving LGD’s  
 10 requested fees at similar rates); *Garber v. Office of the Comm’r of Baseball*, No. 12-  
 11 3704 (S.D.N.Y April 27, 2016) (Order) (same); *Laumann v. National Hockey League,*  
 12 No. 12-1817 (S.D.N.Y. Sept. 1, 2015) (Order) (same); *Faloney v. Wachovia Bank,*  
 13 *N.A.*, No 07-1455 (E.D. Pa. Jan. 22, 2009) (Order) (“Langer Grogan’s hourly fees on  
 14 which the lodestar is calculated ... are well within those charged by comparable  
 15 skilled attorneys.”).

16 37. Further, based on my knowledge of the class action plaintiff’s bar  
 17 nationwide, the rates charged by LGD are in line with or lower than the rates charged  
 18 by other firms that handle class actions of similar size and complexity. *See*  
 19 *Orthopaedic Hosp. v. Encore Med., L.P.*, No. 3:19-cv-00970-JLS-AHG, 2021 U.S.  
 20 Dist. LEXIS 225014, at \*40 (S.D. Cal. Nov. 19, 2021) (2020 and 2021 partner rates  
 21 of \$925-\$1,225; associate rates of \$770-\$1,065); *Hefler v. Wells Fargo & Co.*, No.  
 22 16-CV-05479-JST, 2018 U.S. Dist. LEXIS 213045, at \*38 (N.D. Cal. Dec. 17, 2018)  
 23 (approving rates from \$650 to \$1,250 for partners or senior counsel; \$400 to \$650 for  
 24 associates); *In re Volkswagen “Clean Diesel” Mktg., Sales Practices, & Prods. Liab.*  
 25 *Litig.*, No. 2672 CRB (JSC), 2017 U.S. Dist. LEXIS 39115, at \*732 (N.D. Cal. Mar.  
 26 17, 2017) (\$275 to \$1,600 for partners, \$150 to \$790 for associates, and \$80 to \$490  
 27 for paralegals); *Schneider v Chipotle Mexican Grill, Inc.*, 336 F.R.D. 588, 601 (N.D.  
 28 Cal. Nov. 4, 2020) (\$830 to \$1,275 for partners and \$425 to \$695 for associates);

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1 *Carlotti v. Asus Comput. Int'l*, No. 18-cv-03369-DMR, 2020 U.S. Dist. LEXIS  
 2 108917, at \*15 (N.D. Cal. June 22, 2020) (\$950 and \$1,025 for partners); *Dickey v.*  
 3 *Advanced Micro Devices, Inc.*, No. 15-cv-04922-HSG, 2020 U.S. Dist. LEXIS 30440,  
 4 at \*22 (N.D. Cal. Feb. 21, 2020) (\$615-\$1,000 for partners and \$275-\$575 for  
 5 associates); *Gutierrez v. Wells Fargo Bank, N.A.*, No. C 07-5923, 2015 U.S. Dist.  
 6 LEXIS 67298, at \*15 (N.D. Cal. May 21, 2015) (\$475-\$975 for partners, \$300-\$490  
 7 for associates, \$150-\$430 for paralegals, and \$250-\$340 for litigation support); *In re*  
 8 *Animation Workers Antitrust Litig.*, No. 14-CV-4062-LHK, 2016 U.S. Dist. LEXIS  
 9 156720, at \*20 (N.D. Cal. Nov. 11, 2016) (up to \$1,200 for senior attorneys and \$290  
 10 for paralegals); *In re High-Tech Empl. Antitrust Litig.*, No. 11-CV-02509-LHK,  
 11 2015 U.S. Dist. LEXIS 118052, at \*33-34 (N.D. Cal. Sept. 2, 2015) (\$490-\$975 for  
 12 partners, \$310-\$800 for non-partner attorneys, and \$190-\$430 for paralegals, law  
 13 clerks, and litigation support staff); *In re Anthem, Inc. Data Breach Litig.*, No. 15-  
 14 MD-02617-LHK, 2018 U.S. Dist. LEXIS 140137, at \*122-23 (N.D. Cal. Aug. 17,  
 15 2018) (\$400-\$975 for partners, \$185-\$900 for non-partner attorneys, \$95-\$440 for  
 16 paralegals, law clerks, and litigation support staff, and \$270-\$345 for summer law  
 17 clerks).

18 38. Based on the years and depth of experience of each of the attorneys and  
 19 staff, the hourly rates of \$265.00 to \$960.00 are reasonable.

20 39. The total number of hours spent by professional staff at LGD on the  
 21 action as of June 21, 2024 is 4129.5 hours for a total lodestar of \$3,230,651. After  
 22 excluding billable hours related to certain post-verdict work, as described in the next  
 23 the paragraph, the total number of hours reasonably attributable to the claims subject  
 24 to this litigation as of June 21, 2024, by professional staff at LGD is 3905.4 hours for  
 25 a total lodestar of \$3,068,194. That total lodestar is broken down as detailed in the  
 26 chart below.

Attorney / Paralegal	Hours	Rate	Lodestar	Bar Admission
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1	Irv Ackelsberg (Partner)	1571.20	\$950	\$1,492,640	1976
2	John J. Grogan (Partner)	1135.50	\$950	\$1,078,725	1994
3	Mary Catherine Roper (Senior Attorney)	15.60	\$950	\$14,820	1993
4	David A. Nagdeman (Associate)	538.20	\$550	\$296,010	2019
5	Kevin Trainer (Associate)	20.10	\$550	\$11,055	2018
6	Kim Ferrari (Paralegal)	624.80	\$280	\$174,944	N/A
7	<b>TOTALS:</b>	<b>3905.40</b>		<b>\$3,068,194</b>	

10  
11 We have also run a report breaking these hours out categorically by the type of work  
12 done or the phase of litigation the work was related to. A table reflecting that report  
13 is below.

Category	Hours
Calls, Emails, Meetings, and Conferences	127.90
Discovery Work	807.50
Expert Work	231.70
Factual Research	40.20
Pleading, Briefing, and Drafting	1202.70
Review, Analysis, Case Management, and Strategy	227.50
Settlement Work	79.20
Travel	85.00
Trial, Hearings, and Preparation	1103.70
<b>TOTALS:</b>	<b>3905.40</b>

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26 40. To reasonably ensure that the present fee application represents only  
27 time spent that benefited the Class, I exercised my professional judgment and  
28 excluded all billable hours related to work on certain post-trial briefing, including

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1 Plaintiffs' UCL claim, the motion to alter or amend the judgment, the motion for leave  
2 to amend the Second Amended Complaint, work exclusively related to researching  
3 and calculating prejudgment interest, and work exclusively related to dismissed  
4 defendant DBTCA. I believe this is a reasonably conservative calculation. For  
5 example, post-verdict briefing on the UCL claim, which I have excluded, also  
6 included briefing that overcame Defendants' arguments that the claim should be  
7 dismissed with prejudice, allowing the UCL claim to be litigated in California state  
8 court.

9 41. The hours and lodestar incurred by LGD will increase because, as Class  
10 Counsel, LGD is responsible for defending the verdict and judgment on the appeal  
11 Defendants say will be filed, and thereafter, LGD will be responsible for working with  
12 a claims administrator to develop and propose a plan of judgment allocation, oversee  
13 the claims administration process, and communicate with Class Members. The appeal  
14 and post-appeal administration processes will require hundreds of hours of additional  
15 work.

16 42. LGD's lodestar figures are based upon the firm's billing rates, which  
17 rates do not include charges for expense items. Expense items are billed separately,  
18 and such charges are not duplicated in LGD's billing rates.

19 43. As detailed below, LGD has incurred a total of \$321,340.62 in  
20 unreimbursed expenses in connection with the prosecution of this litigation from  
21 inception through June 26, 2024. The expenses incurred in this action are reflected in  
22 the books and records of LGD. These books and records are prepared from expense  
23 vouchers, check records and other source materials and are an accurate record of the  
24 expenses incurred.

25 44. The out-of-pocket litigation expenses incurred by LGD are reasonable in  
26 amount and were necessary for the effective and efficient prosecution of the litigation.  
27 In addition, I believe the expenses are of a type that normally would be charged to a  
28 fee-paying client in the private legal marketplace and have been charged by LGD to

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1 fee-paying clients. They are also the categories of expenses that have been awarded  
 2 to my co-counsel and other plaintiff's counsel in other class action lawsuits, including  
 3 in the following cases: *Montera v. Premier Nutrition Corporation*, No. 3:16-CV-  
 4 06980 RS (N.D. Cal. Aug. 7, 2023); *Yamagata v. Reckitt Benckiser Llc*, No. 3:17-cv-  
 5 03529-VC (N.D. Cal.); *Warner v. Toyota Motor Sales, U.S.A., Inc.*, No. CV 15-2171  
 6 FMO (FFMx) (C.D. Cal. 2017); *Murr v. Capital One Bank (USA)*, N.A., No. 1:13-  
 7 cv-01091-LMB-TCB (E.D. Va. 2015); *In re: Hydroxycut Mktg. and Sales Prac.*  
 8 *Litig.*, MDL No. 2086 (S.D. Cal. 2014); *Serochi v. Bosa*, No. 2009-00096686 (S.D.  
 9 Super. Ct. 2014); *Hartless v. Clorox Co.*, No. 06-cv-02705 (S.D. Cal. 2011); *Johnson*  
 10 *v. Gen. Mills, Inc.*, No. 10-cv-00061 (C.D. Cal. 2013); *Grabowski v. Skechers U.S.A.,*  
 11 *Inc.*, No. 12-cv-00204 (W.D. Ky. 2013); *Schwartz v. Reebok Int'l Ltd.*, No. 10-cv-  
 12 12018 (D. Mass. 2012); *Nelson v. Mead Johnson & Co., LLC*, No. 09-cv-61625 (S.D.  
 13 Fla. 2012); and *Gemelas v. The Dannon Co., Inc.*, No. 08-cv-00236 (N.D. Ohio 2011).

14 45. As of June 26, 2024, LGD's out-of-pocket litigation expenses for which  
 15 we seek reimbursement or taxation are \$321,340.62. Of this amount, \$4,988.00 has  
 16 been sought as taxable expenses with a Bill of Costs filed concurrently. The  
 17 nontaxable amount of \$321,340.62 being sought with this fee application is described  
 18 below. Attached as **Exhibit B** are invoices of LGD's out-of-pocket litigation expenses  
 19 for which we seek reimbursement.

Category	Total	Nontaxable	Taxable
Photocopying / Printing	\$805.45	\$805.45	\$0.00
Filing Fees	\$625.00	\$0.00	\$625.00
Service of Process	\$313.00	\$0.00	\$313.00
Experts / Consultants	\$271,585.00	\$271,585.00	\$0.00
Depositions / Transcripts / Videographers	\$5,906.00	\$1,856.00	\$4,050.00

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Category	Total	Nontaxable	Taxable
Postage / FedEx / Messenger	\$1,027.97	\$1,027.97	\$0.00
Transportation, Hotels & Meals	\$41,078.20	\$41,078.20	\$0.00
<b>TOTAL</b>	<b>\$321,340.62</b>	<b>\$316,352.62</b>	<b>\$4,988.00</b>

46. The following is additional information regarding these expenses:

- (a). Photocopying / Printing: \$805.45 was the cost for one set of trial exhibits to be used for preparation during the trial.
- (b). Filing Fees: \$625 was paid for *pro hac vice* fees in this action.
- (c). Postage / FedEx / Messenger: These costs relate to postage and delivery services, including sending documents from Philadelphia to San Diego in preparation for trial.
- (d). Service of Process: These costs relate to service of process of third-party subpoenas on Access Lex, BPA, and Thomas Glanfield. Pursuant to CivLR 54.1(b)(1), Plaintiffs have sought taxation of the entire amount. If the Clerk deems any portion of \$313. as nontaxable costs, Plaintiffs request that such costs be awarded by this Court pursuant to this motion.
- (e). Depositions / Transcripts / Videographers: These costs include court reporter and/or videographer fees in connection with the three expert depositions in this litigation. Class counsel saved significantly on deposition and travel costs by conducting or defending all these depositions remotely. \*Pursuant to Civ LR 54.1(b)(3), Plaintiffs have sought taxation of \$4,050.00 of the \$5,906 reasonably spent on depositions. The nontaxable portion of these deposition costs (\$1,856), which include standard incidental costs and deposition features in complex litigation such as video services, are reasonable expenses that are typically paid by the fee-bearing client and properly recovered by the prevailing

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1 party. Further, if the Clerk deems any portion of \$4,050 as nontaxable  
2 deposition costs, Plaintiffs request that such costs be awarded by this Court  
3 pursuant to this motion.

4 (f). Experts / Consultants: This cost includes fees charged by experts and  
5 consultants utilized in this litigation, including the following:

6 i. Persis Yu, JD: Plaintiffs seek reimbursement of \$75,989 paid to Persis  
7 Yu, through her firm Student Borrowers Protection Unit, for her work as  
8 a testifying expert in this case. Ms. Yu's work included drafting an expert  
9 report, reviewing case materials including those of Defendants' expert,  
10 testifying at a deposition, and testifying live at trial. Her rate is \$400 per  
11 hour. Ms. Yu's reimbursement also includes hours spent by Ms. Yu's  
12 associates with a lower hourly rate, including Ben Kaufman and Ella  
13 Azoulay who worked at a rate of \$300 and \$200, respectively. Her  
14 reimbursement also includes travel expenses associated with testifying  
15 at trial. She was deposed over Zoom, saving travel expenses relating to  
16 her deposition.

17 ii. Thomas Cooper, CPA: Plaintiffs seek reimbursement of \$161,496 paid  
18 to Thomas Cooper, through his firm BDO, for his work as a testifying  
19 expert in this case. Mr. Cooper's work included drafting an expert report,  
20 reviewing case materials including those of Defendants' expert,  
21 testifying at a deposition, and testifying live at trial. His rate is \$525 per  
22 hour. Mr. Cooper's reimbursement also includes hours spent by Mr.  
23 Cooper's associates with lower hourly rates, including Jeremy Dane,  
24 Loren Friedman and Michelle Gong bill at a rate of \$525, \$425, and  
25 \$200, respectively. His reimbursement also includes travel expenses  
26 associated with testifying at trial. He was deposed over Zoom, saving  
27 travel expenses relating to his deposition.

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iii. Heather Wilson, CPA, CFE, CFF: Plaintiffs seek reimbursement of \$18,600 paid to Heather Wilson, through her firm Marcum LLP, for her work as an expert in this case. Ms. Wilson's work included drafting an expert declaration that was submitted with Plaintiffs' class certification motion, reviewing case materials, and providing expert analysis of the financial documents used at trial to prove the underlying fraud. Her rate is \$465 per hour. Ms. Wilson's reimbursement also includes hours spent by associates, including Ricardo Zayas who bill at a rate of \$600. per hour.

iv. Sandy Baum, PhD: Plaintiffs seek reimbursement of \$10,000 paid to Dr. Sandy Baum, for her work as an expert in this case. Dr. Baum's work included drafting an expert declaration that was submitted with Plaintiffs' class certification motion, reviewing case materials, and providing expert analysis to Plaintiffs regarding the student loan industry. Her rate was billed as a flat fee.

v. Kevin Byers: Plaintiffs seek reimbursement of \$5,500 paid to Kevin Byers, through his firm Parkside Associates, LLC, for his work as a consulting expert in this case. Mr. Byers work included reviewing case materials and financial documents of the conspirators, and providing expert analysis of the financial documents used at trial to prove the underlying fraud. His rate is \$250 per hour. He also expended \$1,000. on subscription expenses associated with his work.

(g). Transportation, Hotels and Meals: All LGD attorneys and staff regularly reside in Philadelphia. These travel, hotel, and meal costs were in connection with the mediation session in Los Angeles, California, the trial and hearings in this litigation in San Diego, and depositions taken as part of this litigation. A endeavored to reduce these costs by conducting the vast majority of depositions by Zoom. The hotel and meal costs of Paul Arons were also covered by LGD.

1 **IV. PAUL ARONS, ESQ.**

2 46. An essential role in the preparation of the case was performed by Paul  
3 Arons, Esquire. I add the following information about Mr. Arons’ professional  
4 background and his contribution to the case, in lieu of a direct Declaration by him,  
5 because he passed away in October 2023, just months after the trial.

6 47. I have known and worked with Mr. Arons as a co-counsel since he  
7 recruited me around 2009 into assisting him with the representation of a California  
8 class of consumers with claims against a debt collector that filed a bankruptcy case in  
9 Delaware. As a result of that partnership, we developed a close professional  
10 relationship in which I frequently consulted him with regard to debt-collection  
11 matters. He was one of the finest debt-collection experts in the nation and I grew  
12 particularly impressed with his creative mind and his sensible and strategic litigation  
13 judgment.

14 48. When we first were developing this case and had decided to file it in this  
15 District, I reached out to Mr. Arons, being a California-licensed attorney with whom  
16 I had complete trust. It was Mr. Arons who recommended and introduced us to the  
17 Blood Hurst firm.

18 49. Mr. Arons was an active part of the Plaintiffs’ legal team from the  
19 drafting of the original complaint through the trial.

20 I declare under penalty of perjury under the laws of the State of California and  
21 the United States of America that the foregoing is true and correct. Executed on June  
22 27, 2024, at Philadelphia, Pennsylvania.

24 By: s/ Irv Ackelsberg  
25 IRV ACKELSBURG

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**CERTIFICATE OF SERVICE**

I hereby certify that on June 27, 2024, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the e-mail addresses denoted on the Electronic Mail Notice List, and I hereby certify that I have mailed the foregoing document or paper via the United States Postal Service to the non-CM/ECF participants indicated on the Electronic Mail Notice List.

I certify under penalty of perjury that the foregoing is true and correct. Executed on June 27, 2024.

*s/ Timothy G. Blood*

TIMOTHY G. BLOOD

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619/338-1101 (fax)  
tblood@bholaw.com

BLOOD HURST & O' REARDON, LLP

**EXHIBIT A**

**IRV ACKELSBURG**

Langer Grogan & Diver, P.C.  
1717 Arch Street, Suite 4020  
Philadelphia, PA 19103  
(215) 320-5660

Admitted to practice before the Pennsylvania Supreme Court (October, 1976), the United States District Court for the Eastern District of PA, the Court of Appeals for the Third Circuit and Fourth Circuit and the United States Supreme Court

**EDUCATION**

**Law School:** Rutgers University-South Jersey Campus, Camden, New Jersey  
Degree: J.D. (1976)  
Honors: Magna Cum Laude

**College:** Haverford College  
Degree: B.A. Philosophy (1972)

**PROFESSIONAL EXPERIENCE**

**Employment:** Langer, Grogan & Diver, P.C.  
Sept. 2006 to present  
Position: Partner

Community Legal Services, Inc. ("CLS")  
Sept. 1976 to Sept. 2006  
Position: Managing Attorney

State and federal general civil practice with particular expertise in consumer credit, mortgage foreclosure, bankruptcy, RICO, debt collection, credit reporting and unfair and deceptive practices, including class actions. Active appellate practice in state and federal court, including amicus curiae advocacy.

Developed innovations in legal practice areas including representation of homeowner victims of mortgage fraud, student victims of fraudulent trade schools, low-wage workers harmed by abusive employment background screening, and consumer creditors in chapter 11 proceedings.

At CLS, administered office of 30 attorneys, paralegals and secretaries; supervised legal work; member of program-wide Legal Management team; led the Consumer Unit. Active representation of community groups in various public interest matters. Authored legislation; advised state, local and federal agencies; testified before Congress, advised government agencies.

Expert witness and author, frequent speaker at Continuing Legal Education programs.

**Awards:** 2005 Vern Countryman Award from the National Consumer Law Center for excellence and dedication in consumer law practice on behalf of low-income consumers; 2001 Bending the ARC Award from the Public Interest Section of the Philadelphia Bar Association; 1997 recipient of Striving Towards Excellence Award by Pennsylvania Legal Services

**Publications:** Authored the treatise RESIDENTIAL MORTGAGE FORECLOSURE: PA. LAW AND PRACTICE (2d ed., Bixel 2014); Contributing author, C. Carter (ed.), PA. CONSUMER LAW (Bixel 2008, Supp. 2012); Assisting Clients Seeking the Road to Decent Jobs: Job Training Advocacy, @ Clearinghouse Review, Vol. 29, No. 3 (July 1995).

### **Career Highlights**

#### *Combatting predatory “payday” lending*

##### Litigation:

*Boyd v. TitleMax of Delaware, Inc., JAMS Arbitration Case, Ref. No. 5450000202.* 2023 decision awarding Pennsylvania consumer treble damages and attorney fees against Delaware auto title loan lender under Pennsylvania’s usury law.

*Solomon v. American Web Loan, Inc., No. 4:17-cv-0145-HCM-RJK (E.D. Va.).* Co-counsel in successful objection to national class action settlement involving “tribal” lending enterprise that resulted in tens of millions of dollars in additional distribution and hundreds of millions of dollars in additional debt relief to class members.

*Comm. of Pa. v. Think Finance, Inc., 2018 WL 637656 (E.D. Pa., Jan. 31, 2018), 2016 WL 161597 (Jan. 14, 2016), No. 14-CV-7139.* Representing the Pa. Attorney General as Special Counsel in successful civil enforcement action under state RICO statute against businesses directing an illegal “tribal” lending scheme targeting Pennsylvania consumers. This case was catalyst for a joint settlement in a chapter 11 proceeding involving parallel litigation brought by the CFPB and private class, producing more than \$100 million in distributions to consumers who paid illegal interest.

*In re Frascella Enterprises, Inc.,* 349 B.R. 421 (Bankr. E.D. Pa. 2006), 360 B.R. 435 (2007), 388 B.R. 619 (2008). Lead counsel in class action on behalf of payday lending borrowers against lender.

Legislative advocacy: Led successful state legislative campaigns against industry push to legalize payday lending in 2004 and 2005. This pioneering work was refined and continued by successor at CLS, resulting in Pennsylvania remaining off-limits for this highly damaging form of credit targeting cash-desperate consumers.



*Strengthening rights of homeowners defending foreclosures, and protecting them from abusive practices in the real estate and mortgage markets*

Litigation:

*Gillespie v LoanCare, LLC, No. 190202806, CP Phila.* Successful settlement correcting erroneous late-charge calculations for national class of FHA borrowers.

*Wilson v. Bank of Am., N.A., 2014 WL 4744555 (E.D. Pa. Sept. 24, 2014)* (among first cases decided nationwide on enhanced mortgagor rights established by new Mortgage Servicing Rule promulgated by the Consumer Financial Protection; also providing extensive analysis of availability of Pennsylvania state law remedies against mortgage servicers that mistreat borrowers after approving them for “HAMP” loan modification to salvage a delinquent mortgage).

*Green Tree Consumer Discount Co. v. Newton, 909 A.2d 811 (Pa. Super. 2006).* Narrowed 20-year old precedent that had limited ability of foreclosure defendants to raise defenses to foreclosure and expressly recognized as defenses the mental incapacity of mortgagor and failure of contractor that arranged the financing to provide promised home improvements.

*Newton v. United Companies Financial Corp., 24 F.3d 444 (E.D. Pa. 1998).* First successful reported opinion under Home Ownership Equity Protection Act in test case that resulted in rescission of four subprime mortgages.

*In re Smith, 866 F.2d 576 (3rd Cir. 1989).* Established applicability of Pa. Consumer Protection Law's treble-damage remedy to address mortgage servicing abuses.

*Smith v. Fleet Real Estate Funding Corp., 530 A.2d 919 (1987).* Argued case which established in Pennsylvania the existence of equitable defense to mortgage foreclosure where mortgagee fails to comply with servicing guidelines under federally-insured mortgage programs.

Developed and completed several class actions that remedied abusive “lease-purchase” and home-purchase referral scams in Philadelphia in the 1980’s and 1990’s, including *King v. Rubin, 35 Phila. 571 (C.P. Phila. 1998)* and *Pettyjohn v. Selig, 40 Pa.D.&C.3d 417 (Phila. 1983).*

Writing, teaching, expert work:

Leading expert on foreclosures defenses statewide; besides authoring the *Residential Mortgage Foreclosure* treatise, referenced above, taught at day-long judicial training in 2011 sponsored by Administrator of the Courts; frequent lecturer at CLE events; appeared as expert on mortgages in several proceedings.

Pioneered focus on the structure and effects of mortgage “securitization.”

While at CLS, developed multi-forum campaigns against “predatory lending,” helping to make that term a household word; included collaborative work with researchers and journalists; advised state Banking Department, the United States Attorney’s office and City agencies on understanding and responding to abusive mortgage origination practices; testified before United States Senate and Federal Reserve Board.

*Protecting low-income consumers from fraudulent for-profit schools and student loans*

Litigation:

*Turrey et al. v. Vervent, Inc.*, 2023 WL 163200, No.3:20-cv-000697-DMS-AHG (S.D. Cal. Jan. 11, 2023). Developed certified RICO class action on behalf of former students of ITT Educational Services against loan servicer of a sham private student loan program designed and operated for ITT. Following a jury verdict for the class, judgment was recently entered in the amount of \$12 million.

*Rodriguez v. McKinney*, 156 F.R.D. 118 (E.D. Pa. 1994), 878 F.Supp. 744 (1995). Co-counsel in successful class action RICO suit against owner of trade school that lured unemployed into fraudulent trade school, financed by federal financial aid programs. Three-way settlement including Government resulted in class-wide student loan cancellations.

National administrative advocacy and local community education:

In 1990’s, among handful of legal aid attorneys nationwide that raised awareness of misuse of federal financial aid to target welfare recipients for useless training programs that often left the victims not only without marketable credential but also student loan debt. Worked with Philadelphia journalists on detailed exposes. Invited by U.S. Dept. of Education to participate in negotiated rulemaking to close loopholes in the financial aid system and establish administrative remedies for victimized trade school debtors, including “false certification” and “closed school” discharge provisions under the Higher Education Act. Successfully used these new provisions in obtaining administrative classwide relief for victims who attended specific, fraudulent schools.

*Protecting low-wage workers from abusive employment background screening systems*

Led legal team in successful effort to expose and ultimately terminate a secret “theft database” used by the retail industry against employees unknowingly labeled as unemployable “thieves” despite having no criminal record. See *Goode v. LexisNexis Risk & Information Analytics Group, Inc.*, 848 F. Supp. 2d 532 (E.D. Pa. 2012); Stephanie Clifford and Jessica Silver-Greenberg, “Retailers Track Employee Theft in Vast Databases,” N.Y. Times, April 3, 2013, page 1.

*Representing consumer creditors in chapter 11 bankruptcy cases*

*Gentry v. Siegel*, 668 F.3d 83 (4<sup>th</sup> Cir. 2012). Authored winning amicus curiae brief on behalf of National Assoc. of Consumer Advocates and Nat'l Assoc. of Consumer Bankruptcy Attorneys, establishing the right of consumer creditors to file class claims in business chapter 11 case.

Served on two Official Creditor Committees in complex bankruptcies of businesses that filed their bankruptcies to stop class consumer litigation, including *In re Teledraft*, No. 2:12-bk-26289- SSC (Bankr. D. Ariz.), where served as Committee Chair. *See also In re SCH Corp.*, 569 Fed.Appx. 119 (3d Cir. 2014) (reversing equitable mootness dismissal of appeal on behalf of consumer creditor class).

*Championing the interests of Philadelphia citizens:*

*Westbrook et al. v. Nutter*, Dec. Term 2008, No. 4091 (Adjudication filed Jan. 5, 2009). Lead counsel in successful class action that prevented the closure of eleven neighborhood branches of the Free Library of Philadelphia.

*SEPTA Fare Proceedings and State Court Appeals*, 1989-90. Appeared on behalf of low-income consumers in three public hearing proceedings and two state court appeals up to state Supreme Court. Effort resulted in first-time adoption of trial-like proceedings, first-ever rejection by SEPTA-appointed hearing examiner of fare increase proposed by the agency, substantial savings to consumers caused by delays in implementation and smaller than originally proposed fare increase. *See also CEPA v. SEPTA*, 557 A. 2d 1123 (Pa. Cmwlth Ct.1989). En banc decision establishing that failure by SEPTA to comply with its statutory right-to-know obligations during public hearing proceedings on fare proposal is "error of law" and basis for stopping fare increase.

*Other miscellaneous cases:*

*Dwyer v. Ameriprise Financial, Inc.*, 313 A.3d 969 (Pa. 2024). Co-authored amicus brief for National Consumer Law Center in successful appeal in Pennsylvania Supreme Court. Established that a claim under the Unfair Trade Practices and Consumer Protection Law built on "deceptive" conduct does not incorporate the common law requirement of intent that must be proved in common law fraud claims.

*Lee v. Schweiker*, 739 F.2d 870 (3rd Cir. 1984). Held that Social Security Administration must repay post-bankruptcy overpayment recoupments made in violation of the automatic bankruptcy stay.

*In re Michael*, 699 F.3d 305 (3d Cir. 2012). Successfully represented National Assoc. of Consumer Bankruptcy Attorneys as amicus curiae, briefed and argued. Court adopted position advocated by the amicus regarding disposition of trustee funds following conversion from chapter 13 to chapter 7.

*In re Mintze*, 434 F.3d 222 (3d Cir. 2006). In predatory lending litigation, ultimately unsuccessful effort to avoid mandatory arbitration of bankruptcy claims.

*Industrial Valley Bank & Trust Co. v. Nash*, 502 A.2d 1254 (Pa. Super. 1985). Established applicability of Uniform Commercial Code remedies to unreasonable disposition of repossessed motor vehicles.

**JOHN J. GROGAN**  
LANGER GROGAN & DIVER, PC  
1717 Arch Street, Suite 4130  
(215) 320-5662 tel.  
(215) 320-5703 fax.  
jgrogan@langergrogan.com

**PROFESSIONAL EXPERIENCE**

LANGER GROGAN & DIVER, P.C. 2004-Present  
*Partner*

Founding partner of a law practice that combines the representation of private clients in complex civil litigation in state and federal courts with a sustained program of public interest litigation. The firm concentrates its representation of private and class-based clients in the areas of antitrust, intellectual property, and consumer rights. The firm's public interest practice focuses on constitutional litigation.

UNIVERSITY OF PENNSYLVANIA LAW SCHOOL 2012-Present  
*Lecturer in Law*

Designed and taught a summer course on the introduction to American law for foreign law students and non-lawyers. Recruited lecturers, conducted lectures in American legal systems and constitutional law, and oversaw all academic portions of the program.

SANDALS & LANGER, L.L.P. 2001-2003  
*Associate*

Attorney in the practice of antitrust, appellate, class action, consumer, immigrant rights, and civil rights litigation.

CAMDEN CENTER FOR LAW AND SOCIAL JUSTICE, INC. 1994-2001  
*Co-Founder and Director*

Co-Founder and director of a private, non-profit public interest law firm serving the civil law needs of the poor of Southern New Jersey. Practice areas include immigration law and immigrant's rights, labor and employment law, and civil rights.

RUTGERS UNIVERSITY SCHOOL OF LAW-CAMDEN 1995-2000  
*Adjunct Professor*

Teacher of first-year courses in legal writing and research.

ECHOING GREEN PUBLIC SERVICE FELLOW 1994-1996  
*Fellow*

Fellow of a national program to support public service and social-change entrepreneurs. Fellowship project was to establish the Camden Center for Law and Social Justice, Inc.

HONORABLE ALAN B. HANDLER, JUSTICE, SUPREME COURT OF NEW JERSEY  
*Law Clerk* 1993-94 Term

**EDUCATION**

UNIVERSITY OF PENNSYLVANIA LAW SCHOOL 1993  
Juris Doctor, *magna cum laude*, Order of the Coif  
Kramer Public Interest Scholar 1991-1993

FORDHAM UNIVERSITY 1988  
Bachelor of Arts, 1988 (History), *cum laude en cursu honorum*, Phi Beta Kappa

**ACHIEVEMENTS**

AMERICAN LAW INSTITUTE  
*Elected Member* 2008

SALZBURG SEMINAR ON INTERNATIONAL HUMAN RIGHTS, SALZBURG AUSTRIA  
*Fellow* 2001  
Fellow representing the University of Pennsylvania Law School at an international gathering of public officials, lawyers and human rights advocates to discuss the advancement of international human rights.

SOUTHERN NEW JERSEY IMMIGRATION POLICY NETWORK  
*Co-Founder* 2000  
Co-founder of a coalition of over fifty community organizations to support and advocate on behalf of immigrants in the Southern New Jersey area.

CAMDEN IMMIGRANT ADVOCACY PROJECT  
*Co-Founder* 1998  
Co-founder of an initiative to train local lawyers in immigration law to enhance the local bar's awareness of immigrant welfare.

HIV LAW PROJECT OF SOUTHERN NEW JERSEY  
*Co-Founder* 1996  
Co-founder of the first legal services program for people with HIV and AIDS in Southern New Jersey.

**AWARDS**

PENNSYLVANIA SUPER LAWYER 2006-PRESENT

HEBREW IMMIGRANT AID SOCIETY, *Advocate Award* 2017

JEWISH SOCIAL POLICY ADVOCACY NETWORK, *Social Justice Award* 2011

HIAS & COUNCIL MIGRATION SERVICES OF PHILADELPHIA, <i>Pro Bono Award</i>	2007
COMMUNITY LEGAL SERVICE OF PHILADELPHIA, <i>Champion of Justice Award</i>	2006
UNIVERSITY OF PENNSYLVANIA LAW ALUMNI SOCIETY, <i>Young Alumnus Award</i>	2001
ROMAN CATHOLIC DIOCESE OF CAMDEN, <i>St. Thomas More Award for Public Service</i>	2000
NEW JERSEY STATE BAR ASSOCIATION, <i>Young Lawyer's Award</i>	1997

## JOHN J. GROGAN

John J. Grogan, a founding partner of the firm, specializes in complex litigation in the areas of constitutional law and civil rights, consumer law and antitrust law. Some highlights of Mr. Grogan's practice are listed below.

### CONSUMER PROTECTION

Mr. Grogan, along with other members of the firm, has been active in consumer rights litigation and the firm was lead counsel in *Faloney v. Wachovia Bank, NA* (E.D. Pa. 2008). That case alleged RICO violations where Wachovia conspired with fraudulent telemarketers to defraud hundreds of thousands of consumers. The *Wachovia* case settled in 2008 and yielded one of the largest class recoveries in consumer litigation in the Third Circuit.

In 2015, Mr. Grogan and his colleague, achieved a significant victory in the Court of Appeals extending the law of class certification in RICO actions against financial institutions alleged to have participated in conspiracies to aid mass marketing consumer fraud. *See Reyes v. Netdeposit*, 802 F.3d 469 (3<sup>rd</sup> Cir. 2015).

Mr. Grogan, along with Mr. Ackelsberg, represented the Commonwealth of Pennsylvania in an action to combat illegal payday lending using RICO-based theories. *See Commonwealth v. Think Finance, Inc.*, 2016 WL 183289 (E.D. Pa. Jan. 14, 2016). In related work, Mr. Grogan, again with Mr. Ackelsberg, successfully lodged objections to a consumer settlement in a payday lending matter in Virginia the result of which was a substantial enhancement of the amount of debt released in that settlement. *Solomon, et al. v. American Web Loan, Inc., et al.*, 17-0145 (2021).

Also using a RICO-framework, Mr. Grogan is engaged in efforts to recover sums paid on fraudulent student loans associated with the notorious trade school, ITT Educational Services. *Aliff et. al. v. Vervent, Inc.*, 20-0697 (S.D. Cal. 2021).

### CONSTITUTIONAL LAW AND CIVIL RIGHTS

In 2007, Mr. Grogan and Mr. Diver, along with attorneys from the American Civil Liberties Union, obtained a landmark precedent establishing an undocumented alien's fundamental right to marry in a case brought in the Middle District of Pennsylvania. *See Buck v. Stankovic*, 485 F.Supp.2d 576 (M.D. Pa. 2007).

Mr. Grogan, along with Mr. Ackelsberg, challenged the constitutionality of the City of Philadelphia's regime for placing liens on landlord properties for their tenants' unpaid gas bills. *See Augustine et. al. v. City of Philadelphia*, 171 F. Supp.3d 404 (E.D. Pa. 2016). In addition, in conjunction with the ACLU and a team of other lawyers, Mr. Grogan and Mr. Leckman represented the plaintiffs in a case establishing in the Third Circuit a citizen's clear First Amendment right to photograph police activity. *See Fields v. City of Philadelphia*, 862 F.3d 353 (3d Cir.



2017). Mr. Grogan was also part of the team that fought the Trump Administration's efforts to impose the so-called "Muslim Ban" on air travel in 2016.

In conjunction with Justice at Work, Inc., Mr. Grogan successfully litigated labor abuse claims against a local landscaping company. *Castillo-Chaidez v. Hemphill, et. al.*, 18-1837 (E.D. Pa. 2021).

Also with the ACLU, Mr. Grogan successfully litigated under the Freedom of Information Act to ascertain the details Immigration Customs Enforcement raids apprehending Philadelphia area immigrants. *ACLU v. U.S. Immigration Customers Enforcement*, 20-2363 (E.D. Pa. 2021).

Currently, Mr. Grogan, along with the ACLU, is challenging the constitutionality of Montgomery County's courts' practices of imposing duplicative costs in certain criminal cases. *McFalls v. 38<sup>th</sup> Judicial District, et. al.*, 4 M.D. 2021 (Pa. Commw. Ct. 2021).

#### **THE CAMDEN CENTER FOR LAW AND SOCIAL JUSTICE, INC.**

Prior to joining Langer & Grogan, P.C., Mr. Grogan co-founded and served as the director of the Camden Center for Law and Social Justice, Inc. The Center is a private, non-profit, public interest law firm serving the working poor of Southern New Jersey. Today, the Center employs ten full-time staff and maintains three offices.

#### **TEACHING**

Mr. Grogan has served as a Lecturer in Law at the University of Pennsylvania Law School for the last 12 years.

#### **HONORS AND ACHIEVEMENTS**

In 1997, Mr. Grogan was named the young attorney with the most outstanding contribution to the public interest by the New Jersey State Bar Association. In 2000, the Catholic Diocese of Camden awarded Mr. Grogan the St. Thomas More Medal for service to the poor of Camden. In May of 2001, Mr. Grogan was awarded the University of Pennsylvania Law School Alumni Society's Outstanding Young Alumnus Award. In August 2001, Mr. Grogan was named a fellow of the Salzburg Seminar on Human Rights in Salzburg, Austria. In 2002, Mr. Grogan was elected to the Board of Trustees of the Camden Center for Law and Social Justice.

In 2006, Mr. Grogan, along with his colleagues Howard Langer and Edward Diver, was awarded the Champions of Justice Award by Community Legal Services, Inc. of Philadelphia. In September 2007, Mr. Grogan, along with Mr. Diver, was

honored by the Hebrew Immigrant Aid Society of Philadelphia for their work in litigating on behalf of the civil rights of undocumented immigrants. In March 2008, Mr. Grogan was elected to the American Law Institute. In November 2011, Mr. Grogan and his colleagues were honored by the Jewish Social Policy Advocacy Network. In 2017, Mr. Grogan was honored for his advocacy on behalf of immigrants by the Hebrew Immigrant Aid Society of Philadelphia. Mr. Grogan has been named a Pennsylvania Super Lawyer annually since 2006.

#### PERSONAL BACKGROUND AND EDUCATION

John J. Grogan was born in Doylestown, Pennsylvania. In 1983, he graduated from the La Salle College High School in Philadelphia. Mr. Grogan received his Bachelor of Arts in history *cum laude en cursu honorum* from Fordham University in 1988. In 1993, he graduated from the University of Pennsylvania Law School *magna cum laude*. At the Law School, he was the Kramer Public Interest Scholar and was elected to the Order of the Coif. Immediately following law school, Mr. Grogan served as a law clerk to the Hon. Alan B. Handler, Associate Justice of the New Jersey Supreme Court for the 1993-1994 Court term.

Mr. Grogan is married to Mia Grogan. They have three adult children, Jack, Isobel and Catherine, and live in the Mount Airy section of Philadelphia.

John J. Grogan  
Langer, Grogan & Diver, P.C.  
1717 Arch Street, Suite 4020  
Philadelphia, Pa. 19103  
(215) 320-5662

## MARY CATHERINE ROPER

### LEGAL EMPLOYMENT

#### **Langer, Grogan & Diver, P.C.**, Philadelphia, PA.

Of Counsel 2021 - present

Lead and co-lead counsel representing individuals and small businesses in complex litigation cases in support of civil rights, social and economic justice. Notable cases listed below.

#### **American Civil Liberties Union of Pennsylvania**, Philadelphia, PA.

Deputy Legal Director 2015-2021

Staff Attorney 2005-08; Sr. Staff Attorney 2008-15

- **Litigation:** Served as lead counsel for an active docket of litigation in state and federal courts spanning a broad range of civil liberties issues, including freedom of speech, racial and ethnic justice, equality for lesbians and gay men, immigrant rights and criminal justice reform. Conducted six bench trials and more than a dozen full evidentiary hearings for preliminary injunctions in state and federal courts. Presented at least ten appellate arguments in the Commonwealth, Superior and Supreme Courts of Pennsylvania, as well as the Court of Appeals for the Third Circuit (including before the court sitting en banc). Notable cases listed below.
- **Modern Debtors' Prisons Project:** Originated innovative multi-dimensional approach to reducing incarceration and other collateral consequences of criminal court debt. Secured initial two-year foundation funding for legal fellow, later extended the project with funding from a family foundation and the national American Civil Liberties Union. Oversee all components of the project, including judicial education, drafting and lobbying for revisions to the Rules of Criminal Procedure and relevant statutes, strategic direct appeals and affirmative litigation. Non-litigation interventions have resulted in reduction or elimination of incarceration for failure to pay in numerous courts.

#### **Drinker Biddle & Reath LLP (now Faegre Drinker LLP)**, Philadelphia, PA.

Litigation Department Partner 2002-2005, Associate 1995-2002

Pursued diverse complex litigation practice with extensive experience in class actions, consumer protection, corporate governance, defamation and commercial litigation. Tried five jury trials to verdict, plus two commercial arbitrations and dozens of hearings and arguments in state and federal trial courts. Represented individual and corporate clients from a diverse range of industries, appearing in state and federal courts in Pennsylvania, New Jersey, West Virginia, Washington, Tennessee, Mississippi, Michigan, Kentucky, Louisiana, Illinois, Delaware and many other jurisdictions, as well as mass tort and federal court multidistrict proceedings. Pro bono representations included child custody and support, landlord tenant, prisoner civil rights claims; represented ACLU of PA in defense of non-discrimination ordinances and amicus briefs in support of LGBTQ rights in state and federal appellate courts.

#### **Disabilities Law Project**, Philadelphia, PA. Philadelphia Bar Assoc. Public Interest Fellow 1994- 95

Represented clients before the Pennsylvania Human Relations Commission and in federal court, bringing claims under the Americans with Disabilities Act, the Fair Housing Act, the Rehabilitation Act, and the Pa. Human Relations Act. Cases included successful litigation seeking improvement in Harrisburg paratransit service and case securing preliminary and ultimately permanent injunctive to

permit construction of housing for homeless and persons with disabilities in Tioga County, Pennsylvania.

**Chambers of the Honorable Anita B. Brody**, United States District Court for the Eastern District of Pennsylvania, Philadelphia, PA. Law Clerk 1993- 94

**ACADEMIC POSITIONS**

**Temple University Beasley School of Law**, Philadelphia, PA. Adjunct Law Faculty 2017-present

- Teach litigation skills to law students and Masters of Law candidates in performance based classes.

**University of Pennsylvania Carey School of Law**, Philadelphia, PA. Adjunct Law Faculty 2023-present

- Teach seminar in Remedies and Litigation Strategy with Hon. Wendy Beetlestone, Hon. Stella Tsai

**EDUCATION**

**University of Pennsylvania Law School**, Philadelphia, PA, J.D., *Cum Laude* 1992-93

**University of California at Hastings College of the Law**, San Francisco, CA 1991-92

**Bryn Mawr College**, Bryn Mawr, PA, B.A., English 1983-87

**AFFILIATIONS AND VOLUNTEER SERVICE**

**Admitted to practice** in Pennsylvania; also in the United States District Courts for the Eastern, Middle and Western Districts of Pennsylvania, the District of New Jersey and the Eastern District of Michigan; the United States Court of Appeals for the Third Circuit and the United States Supreme Court.

**Memberships:** Philadelphia Barristers Association, Philadelphia Bar Association, Pennsylvania Bar Association, Pennsylvania Association of Criminal Defense Lawyers, University of Pennsylvania Inn of Court (member since 2005, Executive Board 2019-present).

**Toll Public Interest Center Advisory Committee**, University of Pennsylvania Law School, 2010 to 2021.

**Youth Services, Inc.**, Board member 2002-22, Vice President 2011-2022.

**Temple University Institute on Disabilities End the Silence Project**, 1999 – 2001: Member of constituency panel advising grant funded initiative aimed at reducing violence against and abuse of people with disabilities through awareness, education, and sensitizing law enforcement and victims service providers to special needs and issues for this population.

### **RECOGNITION**

- Legal Intelligencer Lifetime Achievement Award 2016
- Inaugural recipient, PA Bar Association GLBT Rights Committee David Rosenblum Public Policy Award – 2015
- Philadelphia Bar Foundation Award 2012
- Michael M. Greenberg Community Service Award, 2004
- Center for Lesbian and Gay Civil Rights Pro Bono Attorney of the Year, 2003
- Named as one of Pennsylvania’s “Lawyers on the Fast Track”, 2003

### **PUBLICATIONS**

*copies available upon request*

- “‘Unnecessary Harm’: The Link Between Ferguson and Philadelphia,” in *The Legal Intelligencer*, March 23, 2015.
- “Marriage Equality: Does It Matter How You Win?” with Molly Tack-Hooper, ACLU of Pennsylvania, in *The Legal Intelligencer*, June 30, 2014.
- “George Holliday: Hero or Criminal?” in *The Legal Intelligencer*, October 25, 2010.
- “Getting What We Pay For: Indigent Defense In Pennsylvania,” in *The Legal Intelligencer*, August 31, 2009.
- “The School-To-Prison Pipeline at Your Service,” with Sharon Kelly, Temple Law ’09, in *The Legal Intelligencer*, June 23, 2008.
- “Trading Liberty For Security – How’s That Working For You?” in *The Legal Intelligencer*, January 22, 2007.
- “Civil Rights in America After 9/11,” published in special “Terrorism” issue of HPD, the Law Review of the University of Istanbul, November 2005.
- “Assisting Victims and Witnesses with Disabilities in the Criminal Justice System,” a curriculum for lawyers produced by the Pennsylvania’s University Center for Excellence in Developmental Disabilities at Temple, 2003.

## **SELECTED LITIGATION**

### **Commercial cases**

*Brodbeck v. National Rifle Association*, 98-cv-05361 (E.D. Pa. 1999) Second chaired two-week jury trial as associate. Obtained jury verdict for \$4.4 million false light/defamation and related claims on behalf of NRA members who were accused by newly elected NRA president Charlton Heston of staging attack by NRA guard during national membership conference.

*In re: Equimed, Inc.*, 05-cv-1815 (E.D. Pa. 2006) Second chaired AAA arbitration defending accounting firm against claim that firm's resignation from audit of a public company caused company's bankruptcy. Arbitration required twenty-five days of hearings over the course of twelve months, followed by several months (and hundreds of pages) of post-hearing submissions. The panel unanimously found for our client, which award we then successfully defended on appeal to federal District Court.

### **Criminal Justice**

*McFalls, et al. v. 38th Judicial District, et. al*, 4 MD 2021 (Pa. Commonwealth Ct.) Lead counsel in original jurisdiction class action in Commonwealth Court on behalf of criminal court defendants assessed duplicate amounts for costs set by statute. Preliminary objections denied August 6, 2021; class certified April 6, 2023. Litigation is ongoing.

*League of Women Voters of PA v. DeGraffenreid*, 265 A.3d 207, 209 (Pa. 2021) Lead counsel in original jurisdiction action in Commonwealth Court that obtained unprecedented preliminary relief and ultimately permanent injunction barring certification of vote on "Marsy's Law", a victim's rights amendment to Pennsylvania Constitution that would undermine rights of defendants in criminal cases. Successfully defended the Commonwealth Court win in argument to Pennsylvania Supreme Court.

*Philadelphia Community Bail Fund v. Arraignment Court Magistrates of the First Judicial District*, 21 EM 2019 (Pa. 2020) Lead counsel in innovative in original jurisdiction class action in Pennsylvania Supreme Court to remedy systemic violations of Pennsylvania Rules and Constitution in Philadelphia's arraignment court.

*Kuren v. Luzerne County*, 637 Pa. 33, 146 A.3d 715 (2016) Lead counsel in class action on behalf of clients of underfunded public defender office, which resulted in groundbreaking affirmance by Pa. Supreme Court of right of criminal defendants to seek relief apart from post conviction remedies.

*Bailey v. City of Philadelphia*, No. 10-5952 (E.D. Pa. June 21, 2011) Co-counsel in long-running class action alleging that Philadelphia Police Department "stop and frisk" practices violate Fourth Amendment and are racially discriminatory. City entered into consent decree in 2011, which has resulted in 70% reduction in pedestrian stops in the City.

### **LGBTQ Rights**

*Doe by and through Doe v. Boyertown Area Sch. Dist.*, 897 F.3d 518 (3d Cir. 2018) As lead counsel for intervening defendant Pennsylvania Youth Congress, successfully defended school policy of allowing transgender students to use facilities appropriate to their gender identity, *petition for certiorari denied*.

*Whitewood, et al. v. Wolf*, 992 F. Supp. 2d 410 (M.D. Pa. 2014) Co-counsel in successful challenge to Pennsylvania Defense of Marriage Act, the first such suit filed after the U.S. Supreme Court's decision in *U.S. v. Windsor*, 570 U.S. 744 (2013).

### **Freedom of Speech**

*Fields v. City of Philadelphia*, 862 F.3d 353, 355 (3d Cir. 2017) Co-lead counsel in suit that resulted in first ruling in the Third Circuit that civilians have a First Amendment right to observe and record on-duty police in the performance of their duties.

*Flora, et al. v. Luzerne County*, 776 F.3d 169, 171 (3d Cir. 2015) Co-lead counsel for First Amendment retaliation claim brought by Chief Public Defender of Luzerne County who was fired after joining suit on behalf of the office clients to remedy chronic underfunding of public defender office. Successfully argued Third Circuit appeal reinstating the case, resulting in a ruling that expanded First Amendment rights of public employees.

*B.H. v. Easton Areal School District*, 725 F.3d 293 (3d Cir. 2013) (en banc) As lead counsel, obtained preliminary injunction allowing middle school girls to wear breast cancer awareness bracelets with the logo "i ♥ boobies! (KEEP A BREAST)." Argued the case on appeal to a panel, and then en banc. The school district's petition for certiorari was denied.

**David A. Nagdeman**

1717 Arch St, Ste 4020  
Philadelphia, PA 19103  
dnagdeman@langergrogan.com

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EDUCATION

**Temple University Beasley School of Law**, *Juris Doctor*, May 2019, *summa cum laude*

Honors: Order of the Coif, Dean's List, Josephine Bartola Scholarship, Hiliary H. Holloway Scholarship, James E. Beasley Scholarship

Activities: Note/Comment Editor, *Temple Law Review* (2017 - 2018)  
Staff Editor, *Temple Law Review* (2016 - 2017)

**University of Chicago**, *Master of Arts in Divinity*, May 2009

**University of Pennsylvania**, *Bachelor of Arts in Religious Studies*, May 2007

CLERKSHIPS

**United States District Court, Eastern District of Pennsylvania**, Phila., PA, Aug. 2021 - Aug. 2022  
*Judicial Law Clerk to the Hon. Gerald McHugh*

WORK EXPERIENCE

**Langer, Grogan & Diver P.C.**, Phila., PA, July 2019 - Aug. 2021, Aug. 2022 - Present  
*Associate Attorney*

**Langer, Grogan & Diver P.C.**, Phila., PA, July 2017 - July 2019  
*Legal Assistant*

PAPER PRESENTATIONS & PUBLICATIONS

Comment: *Sovereign Ephemera: State Standing Against the Federal Government for Injuries to Quasi-Sovereign Interests*, 90 *TEMPLE LAW REVIEW* 53 (2017).

*Anticipations of Charles Taylor: Giambattista Vico on Secularism*, Giambattista Vico: Education, Law and Politics, Dep't of Italian Studies at Yale University Graduate Student Conference (Mar. 2012).

AWARDS

Justice William J. Brennan Jr. Award for Pro Bono Service (Philadelphia Bar VIP Program, 2019)

Faculty Award for Academic Achievement (Temple Graduation Award, 2019)

Terrence H. Klasky Memorial Award for Outstanding Achievement in Banking, Negotiable Instruments, or Consumer Protection (Temple Graduation Award, 2019)

TASA Prize for Outstanding Performance in the Field of Evidence (Temple Graduation Award, 2019)

Arthur G. Raynes Award (Temple Graduation Award, 2019)

Temple Law Review and Temple International and Comparative Law Journal Symposium (2018)



## KEVIN TRAINER

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### LEGAL EXPERIENCE

Langer Grogan & Diver P.C. <i>Associate</i>	2021– <i>present</i>
U.S. Court of Appeals for the Third Circuit <i>Law Clerk to the Hon. L. Felipe Restrepo</i>	2020–21
U.S. District Court for the Eastern District of Pennsylvania <i>Law Clerk to the Hon. Gerald A. McHugh</i>	2019–20
White & Case LLP, Washington D.C. <i>Associate</i>	2018–19

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### EDUCATION

Temple University School of Law, J.D., <i>cum laude</i>	2014–18 (evening program)
<ul style="list-style-type: none"><li>• Editor-in-Chief, Volume 90, Temple Law Review (first evening student ever elected editor-in-chief)</li><li>• Arthur G. Raynes, Jerry Zaslow, and Dr. Robert P. Wolf Graduation Awards</li><li>• Best Paper, Advanced Persuasive Strategies; Outstanding Oral Argument, Legal Research &amp; Writing</li><li>• Distinguished Class Performances: Administrative Law, Criminal Procedure I, Constitutional Law, Contracts, Corporate Taxation, Property, Evidence, Taxation, Torts</li></ul>	
Drexel University, B.S., Physics	2005–10
<ul style="list-style-type: none"><li>• National Science Foundation NOYCE Fellow</li><li>• Science Foundation of Ireland UREKA Scholar</li><li>• 2010 Northeast Collegiate Triathlon Conference champion</li></ul>	

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### OTHER EXPERIENCE

Langer Grogan & Diver P.C. <i>Legal Assistant</i>	2015–17
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Temple University Beasley School of Law <i>Teaching fellow to Prof. Laura Little</i> <i>Research Assistant to Prof. Jeffrey Dunoff</i>	2015–16
U.S. Court of Appeals for the Third Circuit <i>Judicial Intern to the Hon. Cheryl Ann Krause</i>	summer 2015
Philadelphia School Partnership <i>Investment Analyst</i>	2012–15
Philadelphia Youth Network <i>AmeriCorps VISTA</i>	2011–12
Himalayan Education Lifeline Programme <i>Volunteer teacher</i>	spring 2009
Dublin Institute of Technology <i>Research Fellow</i>	summer 2008

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**PUBLICATIONS**

- *A Giant On and Off the Bench: The Complicated Legacy of Judge A. Leon Higginbotham, The Philadelphia Lawyer* (Winter 2023)
- *The Values and Consequences of Antitrust Damages*, 90 Temple Law Review 555 (2018)
- *Temple Law Review @ 90*, 90 Temple Law Review S1 (2018) (with S. Bishop)
- *Fifty Years of Teaching and Scholarship: An Afternoon with Professor Reinstein*, 90 Temple Law Review S45 (2018) (with S. Bishop & D. Nagdeman)
- *Optimisation of an acrylamide-based photopolymer system for holographic inscription of surface patterns with sub-micron resolution*, Journal of Optics, Vol. 12, 124012 (peer reviewed)

# **EXHIBIT B**



Please note that our address has changed

**Bill To:**  
 Langer Grogan & Diver, PC  
 Attn: Ms. Kim Ferrari  
 1717 Arch Street  
 Suite 4020  
 Philadelphia, PA 19103  
 USA

**Requested By:**  
 Ms. Kim Ferrari  
 Langer Grogan & Diver, PC  
 1717 Arch Street  
 Suite 4020  
 Philadelphia, PA 19103  
 USA

**Invoice #:** 235143  


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**Invoice Date:** 05/31/2023  


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**Invoice Due:** 06/30/2023  


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**Contract #:** DM0261127  


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**Case Name:** TBD  


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**Sales Contact:** Joseph Previtera (jprevitera@transperfect.com)  


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**Payment Terms:** Net 30  


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**Purchase Order #:** 000001  


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**Matter #:** TBD  


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**Requested Date:** 05/26/2023

**Project Notes:**

Requested by: Kim Ferrari  
 Date: 5/26/2023  
 CM: TBD  
 Print

Description	Quantity	Unit	Unit Cost(US\$)	Extended Cost(US\$)
<b>Print x 1</b>				
Courier	1.00	Each	25.000	25.00
Printing Two Sided W/Assembly	462.00	Page	0.130	60.06
Redwelds	1.00	Each	3.500	3.50
Tabs	20.00	Each	0.250	5.00
<b>Print x 1</b>				
Courier	1.00	Each	25.000	25.00
Printing Two Sided W/Assembly	4,121.00	Page	0.130	535.73
include 109 slipsheets				
Redwelds	3.00	Each	3.500	10.50
Tabs	324.00	Each	0.250	81.00

<b>Total to Bill This Contract:</b>	US\$745.79
<b>Tax Amount:</b>	US\$59.66
<b>Total Amount Due:</b>	<b>US\$805.45</b>

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19	20	21	22	23	24	25
26	27	28	29	30	31	1
2	3	4	5	6	7	8

New Balance  
**REDACTED**

Minimum Payment Due  
**REDACTED**

Payment Due Date  
**07/05/20**

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Account Number:	<b>REDACTED</b>
Previous Balance	<b>REDACTED</b>
Payment, Credits	<b>REDACTED</b>
Purchases	<b>REDACTED</b>
Cash Advances	<b>REDACTED</b>
Balance Transfers	<b>REDACTED</b>
Fees Charged	<b>REDACTED</b>
Interest Charged	<b>REDACTED</b>
<b>New Balance</b>	<b>REDACTED</b>
Opening/Closing Date	05/12/20 - 06/11/20
Revolving Credit Amount	<b>REDACTED</b>
Available Credit	<b>REDACTED</b>
Cash Access Line	<b>REDACTED</b>
Available for Cash	<b>REDACTED</b>
<b>Past Due Amount</b>	<b>REDACTED</b>
<b>Balance over the Credit Access Line</b>	<b>REDACTED</b>

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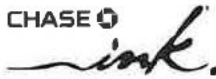
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Page 1 of 2

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PO BOX 1423  
CHARLOTTE NC 28201-1423

5000 160 28 1595 2 1 10 16 4 6 2 5

<b>To contact us regarding your account:</b> 64			
	<b>Call Customer Service:</b> In U.S. 1-800-945-2028 Spanish 1-888-795-0574 Pay by phone 1-800-436-7958 International 1-480-350-7099 We accept operator relay calls		<b>Send Inquiries to:</b> P.O. Box 15298 Wilmington, DE 19850-5298
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**Making Your Payments:** The amount of your payment should be at least your minimum payment due, payable in U.S. dollars and drawn on or payable through a U.S. financial institution or the U.S. branch of a foreign financial institution. You can pay down balances faster by paying more than the minimum payment or the total unpaid balance on your account.

You may make payments electronically through our website or by one of our customer service phone numbers above. In using any of these channels, you are authorizing us to withdraw funds as a one-time electronic funds transfer from your bank account. In our automated phone system, this authorization is provided via entry of a personal identification number. You may revoke this authorization by cancelling your payment through our website or customer service telephone numbers prior to the payment processing. If we receive your completed payment request through one of these channels by 11:59 p.m. Eastern Time, we will credit your payment as of that day. If we receive your request after 11:59 p.m. Eastern Time, we will credit your payment as of the next calendar day. If you specify a future date in your request we will credit your payment as of that day.

If you pay by regular U.S. mail to the Payments address shown on this statement, write your account number on your check or money order and include the payment coupon in the envelope. Do not send more than one payment or coupon per envelope. Do not staple, clip or tape the documents. Do not include correspondence. Do not send cash. If we receive your properly prepared payment on any day by 5 p.m. local time at our Payments address on this statement, we will credit to your account that day. If your payment is received after 5 p.m. local time at our Payments address on this statement, we will credit it to your account as of the next calendar day.

For all other payments or for any payment type above for which you do not follow our payment instructions, crediting of your payments may be delayed for up to 5 days.

**Account Information Reported to Credit Bureaus:** We may report information about your Account to credit bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report. If you think we have reported inaccurate information to a credit bureau, please write to us at Chase Card Services P.O. Box 15389, Wilmington, DE 19850-5389.

**Authorization To Convert Your Check To An Electronic Transfer Debit:** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check. Your bank account may be debited as soon as the same day we receive your payment. You will not receive your check back from your institution.

**Conditional Payments:** Any payment check or other form of payment that you send us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to Card Services, P.O. Box 15049, Wilmington, DE 19850-5049. We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute or if any such check is received at any other address, we may accept the check and

you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make should be sent to the regular Payment address shown on this statement.

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**Credit Limit:** If you want to inquire about your options to help prevent your account from exceeding your credit limit, please call the number on the back of your card.

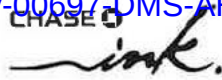
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To manage your account, including card payments, alerts, and change of address, visit [Chase.com/cardhelp](http://Chase.com/cardhelp) or call the customer service number which appears on your account statement.

CHASE



Manage your account online at:  
www.chase.com/card

Customer Service:  
1-800-945-2028

Mobile: Download the  
Chase Mobile® app today

**ACCOUNT ACTIVITY**

Date of Transaction      Merchant Name or Transaction Description      \$ Amount

**REDACTED**

05/12      COURTS/USDC-CAS 619-557-7347 CA      206.00

**REDACTED**

2020 Totals Year-to-Date	
Total fees charged in 2020	
Total interest charged in 2020	

Year-to-date totals do not reflect any fee or interest refunds you may have received.

**INTEREST CHARGES**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
<b>PURCHASES</b>			
Purchases		- 0 -	- 0 -
<b>CASH ADVANCES</b>			
Cash Advances		- 0 -	- 0 -
<b>BALANCE TRANSFERS</b>			
Balance Transfer		- 0 -	- 0 -
			<b>31 Days in Billing Period</b>

(v) = Variable Rate  
 (d) = Daily Balance Method (including new transactions)  
 (a) = Average Daily Balance Method (including new transactions)  
 Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.



CHASE Manage your account online at [www.chase.com/cardlink](http://www.chase.com/cardlink) Customer Service 1-800-945-2028 Chase Mobile® app today

August 2020						
S	M	T	W	T	F	S
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

New Balance  
**REDACTED**  
 Minimum Payment Due  
**REDACTED**  
 Payment Due Date  
**08/05/20**

**CHASE ULTIMATE REWARDS®**  
**SUMMARY**  
**REDACTED**

**Late Payment Warning:** If we do not receive your minimum payment by the due date, you may have to pay a late fee, and existing and new balances may become subject to the Default APR.  
**Minimum Payment Warning:** Enroll in Auto-Pay and avoid missing a payment. To enroll, go to [www.chase.com](http://www.chase.com)

**ACCOUNT SUMMARY**

Account Number:	<b>REDACTED</b>
Previous Balance	
Payment, Credits	
Purchases	
Cash Advances	
Balance Transfers	
Fees Charged	
Interest Charged	
<b>New Balance</b>	
Opening/Closing Date	06/12/20 - 07/11/20
Revolving Credit Amount	
Available Credit	
Cash Access Line	
Available for Cash	
<b>Past Due Amount</b>	
<b>Balance over the Credit Access Line</b>	

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Page 1 of 2

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This Statement is a Facsimile - Not an original



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P.O. BOX 15123  
 WILMINGTON, DE 19850-5123  
 For Undeliverable Mail Only

Make your payment at  
[chase.com/paycard](http://chase.com/paycard)

Payment Due Date: **08/05/20**  
 New Balance: **REDACTED**  
 Minimum Payment: **REDACTED**  
 Account number: **REDACTED**




46917 BEX Z 19320 C  
 HOWARD LANGER  
 LANGER GROGAN & DIVER PC  
 1717 ARCH ST  
 PHILADELPHIA PA 19103-2713

\$ \_\_\_\_\_ Amount Enclosed  
 Make/Mail to Chase Card Services at the address below:

CARDMEMBER SERVICE  
 PO BOX 1423  
 CHARLOTTE NC 28201-1423

⑆ 5000 160 28⑆ 1 595 2 1 10 16 46 2 5⑆

**To contact us regarding your account:** 64

 <p><b>Call Customer Service:</b> In U.S. 1-800-945-2028 Spanish 1-888-795-0574 Pay by phone 1-800-438-7958 International 1-480-350-7099 We accept operator relay calls</p>	<p><b>?</b></p> <p><b>Send Inquiries to:</b> P.O. Box 15298 Wilmington, DE 19850-5298</p>	 <p><b>Mail Payments to:</b> P.O. Box 1423 Charlotte, NC 28201-1423</p>	 <p><b>Visit Our Website:</b> <a href="http://www.chase.com/cardhelp">www.chase.com/cardhelp</a></p>
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**Information About Your Account**

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You may make payments electronically through our website or by one of our customer service phone numbers above. In using any of these channels, you are authorizing us to withdraw funds as a one-time electronic funds transfer from your bank account. In our automated phone system, this authorization is provided via entry of a personal identification number. You may revoke this authorization by cancelling your payment through our website or customer service telephone numbers prior to the payment processing. If we receive your completed payment request through one of these channels by 11:59 p.m. Eastern Time, we will credit your payment as of that day. If we receive your request after 11:59 p.m. Eastern Time, we will credit your payment as of the next calendar day. If you specify a future date in your request we will credit your payment as of that day.

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Manage your account online at [www.chase.com/cardhelp](http://www.chase.com/cardhelp)

Customer Service: 1-800-945-2028

Get the Chase Mobile® app today

October 2022						
S	M	T	W	T	F	S
25	26	27	28	29	30	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

New Balance  
**REDACTED**  
 Minimum Payment Due  
**REDACTED**  
 Payment Due Date  
**10/05/22**

**CHASE ULTIMATE REWARDS®  
 SUMMARY**  
**REDACTED**

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**Minimum Payment Warning:** Enroll in Auto-Pay and avoid missing a payment. To enroll, go to [www.chase.com](http://www.chase.com)

**ACCOUNT SUMMARY**

Account Number:	<b>REDACTED</b>
Previous Balance	<b>REDACTED</b>
Payment, Credits	<b>REDACTED</b>
Purchases	<b>REDACTED</b>
Cash Advances	<b>REDACTED</b>
Balance Transfers	<b>REDACTED</b>
Fees Charged	<b>REDACTED</b>
Interest Charged	<b>REDACTED</b>
<b>New Balance</b>	<b>REDACTED</b>
Opening/Closing Date	08/12/22 - 09/11/22
Revolving Credit Amount	<b>REDACTED</b>
Available Credit	<b>REDACTED</b>
Cash Access Line	<b>REDACTED</b>
Available for Cash	<b>REDACTED</b>
<b>Past Due Amount</b>	<b>REDACTED</b>
<b>Balance over the Credit Access Line</b>	<b>REDACTED</b>

**YOUR ACCOUNT MESSAGES**

Your credit line has been increased. Take advantage of your enhanced spending power to make purchases and add employee cards today.

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Page 1 of 3

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P.O. BOX 15123  
 WILMINGTON, DE 19850-5123  
 For Undeliverable Mail Only

The Past Due amount of \$312.00 is included in your Minimum Payment.

**Payment Due Date:** 10/05/22  
**New Balance:** **REDACTED**  
**Minimum Payment Due:** **REDACTED**

Account number: 4246 3153 2605 1115




\$ \_\_\_\_\_ Amount Enclosed  
 Make/Mail to Chase Card Services at the address below.

10195 BEX Z 25422 C  
 HOWARD LANGER  
 LANGER GROGAN & DIVER PC  
 1717 ARCH ST  
 PHILADELPHIA PA 19103-2713

CARDMEMBER SERVICE  
 PO BOX 1423  
 CHARLOTTE NC 28201-1423

5000 160 28 59 53 260 5 1 1 54 0

**To contact us regarding your account:** 64

 <p><b>Call Customer Service:</b> In U.S. 1-800-945-2028 Spanish 1-888-795-0574 Pay by phone 1-800-436-7958 International 1-480-350-7099 We accept operator relay calls</p>	<p><b>?</b></p> <p><b>Send Inquiries to:</b> P.O. Box 15298 Wilmington, DE 19850-5298</p>	 <p><b>Mail Payments to:</b> P.O. Box 1423 Charlotte, NC 28201-1423</p>	 <p><b>Visit Our Website:</b> <a href="http://www.chase.com/cardhelp">www.chase.com/cardhelp</a></p>
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**To Service And Manage Any Of Your Account(s):** By providing my mobile phone number, I am giving permission to be contacted at that number about all of my accounts by JPMorgan Chase and companies working on its behalf. My consent allows the use of text messages, artificial or prerecorded voice messages and automatic dialing technology for informational and account servicing, but not for sales or telemarketing. Message and data rates may apply.

**Authorization To Convert Your Check To An Electronic Transfer Debit:** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check. Your bank account may be debited as soon as the same day we receive your payment. You will not receive your check back from your institution.

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Manage your account online at:  
www.chase.com/card

Customer Service:  
1-800-945-2028

Mobile: download the  
Chase Mobile® app today

### ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
REDACTED		

09/06

COURTS/USDC-CAS 619-557-7347 CA

213.00

DAVID NAGDEMAN

REDACTED		
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2022 Totals Year-to-Date	
Total fees charged in 2022	REDACTED
Total interest charged in 2022	REDACTED

Year-to-date totals do not reflect any fee or interest refunds you may have received.

**INTEREST CHARGES**

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges	
<b>PURCHASES</b>				
Purchases		<b>REDACTED</b>		
<b>CASH ADVANCES</b>				
Cash Advances		- 0 -	- 0 -	
<b>BALANCE TRANSFERS</b>				
Balance Transfer	- 0 -	- 0 -		

**31 Days in Billing Period**

(v) = Variable Rate  
 (d) = Daily Balance Method (including new transactions)  
 (a) = Average Daily Balance Method (including new transactions)  
 Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.



**This Statement is a Facsimile - Not an original**

**Dennis Richman's Services**

for the Professional, Inc.  
4 Neshaminy Interplex Drive, Suite 108, Trevose, PA 19053  
Phone: (215) 977-9393 Fax: (215) 977-9806  
Web: www.dennisrichman.com  
E-Mail dennis@dennisrichman.com

**STATEMENT**

**TAX ID: 23-2124873**

Page	Customer No.
1	IA1
STATEMENT THROUGH:	Total Due
05/31/2022	\$ 450.00

**Irv Ackelsberg, Esquire**  
**Langer Grogan & Diver, P.C.**  
1717 Arch Street, Suite 4130  
Philadelphia, PA 19103

**(215) 320-5660**

---

INVOICE#: P197119                      INVOICE DATE: April 22, 2022                      Amount: \$ 130.00  
CASE: Jody Aliff, et al vs. Vervent, Inc. f/k/a  
Ref No:                                      Service on Boston Portfolio Advisors Completed on 04/19/2022  
Case No: 3:20-cv-00697-DMS-AHG  
Item:                                        Service in Boca Raton, FL    \$ 130.00  
**BALANCE: \$ 130.00**

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INVOICE#: P197121                      INVOICE DATE: April 22, 2022                      Amount: \$ 75.00  
CASE: Jody Aliff, et al vs. Vervent, Inc. f/k/a  
Ref No:                                      Service on Thomas Glanfield c/o Boston Po Completed on 04/19/2022  
Case No: 3:20-cv-00697-DMS-AHG  
Item:                                        Additional Service at the Same Address    \$ 75.00  
**BALANCE: \$ 75.00**

---

**REDACTED**



**PAYMENT DUE UPON RECEIPT**



**Dennis Richman's Services**

for the Professional, Inc.  
 4 Neshaminy Interplex Drive, Suite 108 Trevoese, PA 19053  
 Phone: (215) 977-9393 Fax: (215) 977-9806  
 Web: www.dennisrichman.com  
 E-Mail dennis@dennisrichman.com

<b>ACCOUNT NO:</b>	<b>INVOICE DATE:</b>	<b>INVOICE NO:</b>
IA1	September 14, 2021	P191493

File No:  
 Served: AccessLex Institute, f/k/a Access Group, Inc.

Bill To:  
**Irv Ackelsberg, Esquire**  
**Langer Grogan & Diver, P.C.**  
**1717 Arch Street, Suite 4130**  
**Philadelphia, PA 19103**

Case No: 3:20-cv-00697-DMS-AHG  
 Plaintiff: Jody Aliff, et al.  
 Defendant: Vervent, Inc., et al.

Documents: Subpoena to Produce Documents, Information or Objects, or to Permit Inspection of Premises; Subpoena to Testify at a Deposition;

DESCRIPTION OF SERVICES RENDERED	AMOUNT
Expedited Service in West Chester, PA	103.00
Billing Charge (Deduct If Paid Within 30 Days)	5.00
Description: AccessLex Institute, f/k/a Access Group, Inc.	
Completed on 9/10/2021	
<b>TOTAL DUE</b>	<b>\$ 108.00</b>

PLEASE DETATCH HERE, Return this stub with your payment.  
 FOR YOUR CONVIENCE, This stub will fit in a window for easy mailing.

<b>ACCOUNT NO:</b>	<b>INVOICE DATE:</b>	<b>INVOICE NO:</b>
IA1	September 14, 2021	P191493

**TOTAL DUE:** **\$ 108.00**

Remit To:

**Dennis Richman's Services**  
**PO BOX 203**  
**Morrisville, PA 19067**

1. PLEASE INCLUDE INVOICE NUMBER ON PAYMENT.
2. MAKE CHECKS PAYABLE TO **Dennis Richman's Services**

THANK YOU!!! We appreciate the opportunity to be of service.  
 TERMS: All payments are DUE UPON RECEIPT.  
 All payments over 25 days are subject to additional fees.

**Sandy Baum, Ph.D.**

2000 South Ocean Blvd, Apt 3C  
Boca Raton, FL 33432  
sandybaum73@gmail.com  
518-369-3774

July 8, 2021

Mr. Irv Ackelsberg, Esq.  
Langer Grogan & Diver, PC  
1717 Arch Street, Suite 4130  
Philadelphia, PA 19103

RE: Invoice: Engagement Letter in re Jody Aliff, et al. vs Vervent, Inc., et al., Civil Action No. 3:20-cv-00697-DMS-AHG

Initial payment for expert report student aid, the for-profit sector, and private loans

\$3,000

A handwritten signature in black ink that reads "Sandy Baum". The signature is written in a cursive, flowing style.

**Sandy Baum, Ph.D.**  
2000 South Ocean Blvd, Apt 3C  
Boca Raton, FL 33432  
sandybaum73@gmail.com  
518-369-3774

August 5, 2021

Mr. Irv Ackelsberg, Esq.  
Langer Grogan & Diver, PC  
1717 Arch Street, Suite 4130  
Philadelphia, PA 19103

RE: Invoice: Engagement Letter in re Jody Aliff, et al. vs Vervent, Inc., et al., Civil Action No. 3:20-cv-00697-DMS-AHG

Final payment for expert report student aid, the for-profit sector, and private loans

\$7,000

A handwritten signature in black ink that reads "Sandy Baum". The signature is written in a cursive style with a long horizontal flourish at the end.



799 9th Street N.W.  
Suite 710  
Washington, DC 20001

Telephone: 202/644-5400  
Fax: 202/644-5401

June 14, 2023

REMIT TO:

Langer, Grogan & Diver, PC  
Irv Ackelsberg, Esq.  
1717 Arch Street  
Suite 4020  
Philadelphia, PA 19103

BDO  
P.O. Box 642743  
Pittsburgh, PA 15264-2743

Re: PEAKS Litigation

For professional services rendered in May 2023.

**INVOICE**

Accounts included:

Invoice No.: 002022367

1112373

Professional Fees

<u>Professional</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Cooper, Thomas	6.50	525.00	3,412.50

Invoice TOTAL

\$3,412.50

Services on this invoice have been performed by BDO USA, LLP. To the extent an attorney retained our services, this invoice is considered Attorney Work Product and is Privileged and Confidential.

This invoice was issued by BDO USA, LLP, a Delaware limited liability partnership and the U.S. member of BDO International Limited, a UK company limited by guarantee.

Langer, Grogan & Diver, PC

<u>Date</u>	<u>Hours</u>	<u>Description</u>
<u>Cooper, Thomas</u>		<b>REDACTED</b>
05/22/2023	1.00	
05/23/2023	2.25	
05/24/2023	2.50	
05/26/2023	0.75	
Total Hrs.	<u>6.50</u>	

REMITTANCE ADVICE

REMIT TO:

BDO  
P O Box 642743  
Pittsburgh, PA 15264-2743

Due: 06/14/2023  
Invoice #: 002022367  
Customer: Langer, Grogan & Diver, PC  
Customer #: 0333891  
Invoice Amount: \$3,412.50

---

(Please return this REMITTANCE ADVICE with your payment)

**Total Amount Due: \$3,412.50**

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**Wire and ACH:**

PNC Bank, N.A.  
Pittsburgh, PA  
ABA# 031207607  
A/C# 8013580178  
Swift# PNCCUS33

**Overnight:**

PNC Bank Firstside Center  
Lockbox Department  
500 First Avenue  
Pittsburgh, PA 15219  
Attn: Lockbox # 642743 (BDO)

When paying via ACH or Wire, please send remittance information to [ARLockbox@bdo.com](mailto:ARLockbox@bdo.com).



799 9th Street N.W.  
Suite 710  
Washington, DC 20001

Telephone: 202/644-5400  
Fax: 202/644-5401

March 17, 2023

REMIT TO:

Langer, Grogan & Diver, PC  
Irv Ackelsberg, Esq.  
1717 Arch Street  
Suite 4020  
Philadelphia, PA 19103

BDO  
P.O. Box 642743  
Pittsburgh, PA 15264-2743

Re: PEAKS Litigation

For professional services rendered through March 2023.

**INVOICE**

Accounts included:  
1112373

Invoice No.: 001955514

Professional Fees

<u>Professional</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Cooper, Thomas	123.75	525.00	64,968.75
Dane, Jeremy	0.80	525.00	420.00
Friedman, Loren	83.80	425.00	35,615.00
Gong, Michelle	6.20	200.00	1,240.00
Subtotal for Services			102,243.75
Expenses			1,716.40
Invoice TOTAL			<u>\$103,960.15</u>

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This invoice was issued by BDO USA, LLP, a Delaware limited liability partnership and the U.S. member of BDO International Limited, a UK company limited by guarantee.

<u>Date</u>	<u>Hours</u>	<u>Description</u>
<u>Cooper, Thomas</u>		REDACTED
12/01/2022	3.00	
12/02/2022	3.50	
12/06/2022	2.50	
12/07/2022	3.50	
12/08/2022	3.50	
12/09/2022	3.00	
12/12/2022	2.00	
12/14/2022	3.00	
12/15/2022	3.00	
12/16/2022	1.00	
12/19/2022	0.50	
12/20/2022	0.50	
01/16/2023	0.50	
01/19/2023	1.00	
01/20/2023	0.50	
01/21/2023	3.50	
01/27/2023	0.50	
02/06/2023	0.50	
02/07/2023	0.50	
02/08/2023	0.50	
02/09/2023	1.00	
02/10/2023	2.00	
02/11/2023	3.00	
02/13/2023	5.50	
02/14/2023	5.50	
02/15/2023	6.00	
02/16/2023	7.50	
02/17/2023	8.50	
02/18/2023	6.50	



Langer, Grogan & Diver, PC

3

REDACTED

02/19/2023	7.00
02/20/2023	6.50
02/21/2023	7.00
02/22/2023	5.50
02/23/2023	1.00
02/28/2023	3.50
03/01/2023	4.50
03/09/2023	3.25
03/10/2023	3.50
	<hr/>
	123.75

Dane, Jeremy

02/22/2023	0.80
	<hr/>
	0.80

Friedman, Loren

12/02/2022	1.20
12/14/2022	1.60
01/30/2023	4.70
01/31/2023	5.20
02/01/2023	6.80
02/02/2023	6.20
02/03/2023	4.80
02/06/2023	5.40
02/07/2023	5.10
02/08/2023	7.30
02/09/2023	6.70
02/10/2023	6.20
02/13/2023	7.70
02/14/2023	3.10
02/15/2023	3.30
02/16/2023	2.00

Langer, Grogan & Diver, PC

03/02/2023	4.20
03/06/2023	2.30
	<hr/>
	83.80
	<hr/>

Gong, Michelle

12/14/2022	0.40
12/15/2022	5.80
	<hr/>
	6.20
	<hr/>

REDACTED



REMITTANCE ADVICE

REMIT TO:

BDO  
P O Box 642743  
Pittsburgh, PA 15264-2743

Due: 03/17/2023  
Invoice #: 001955514  
Customer: Langer, Grogan & Diver, PC  
Customer #: 0333891  
Invoice Amount: \$103,960.15

---

(Please return this REMITTANCE ADVICE with your payment)

**Total Amount Due: \$103,960.15**

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**Wire and ACH:**

PNC Bank, N.A.  
Pittsburgh, PA  
ABA# 031207607  
A/C# 8013580178  
Swift# PNCCUS33

**Overnight:**

PNC Bank Firstside Center  
Lockbox Department  
500 First Avenue  
Pittsburgh, PA 15219  
Attn: Lockbox # 642743 (BDO)

When paying via ACH or Wire, please send remittance information to [ARLockbox@bdo.com](mailto:ARLockbox@bdo.com).



799 9th Street N.W.  
Suite 710  
Washington, DC 20001

Telephone: 202/644-5400  
Fax: 202/644-5401

July 13, 2023

REMIT TO:

Langer, Grogan & Diver, PC  
Irv Ackelsberg, Esq.  
1717 Arch Street  
Suite 4020  
Philadelphia, PA 19103

BDO  
P.O. Box 642743  
Pittsburgh, PA 15264-2743

Re: PEAKS Litigation

For professional services rendered in June 2023.

**INVOICE**

Accounts included:

Invoice No.: 002038170

1112373

Professional Fees

<u>Professional</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Cooper, Thomas	25.00	525.00	13,125.00
Invoice TOTAL			<u><u>\$13,125.00</u></u>

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This invoice was issued by BDO USA, LLP, a Delaware limited liability partnership and the U.S. member of BDO International Limited, a UK company limited by guarantee.

Langer, Grogan & Diver, PC

<u>Date</u>	<u>Hours</u>	<u>Description</u>
<u>Cooper, Thomas</u>		
06/12/2023	7.50	REDACTED
06/13/2023	9.00	REDACTED
06/14/2023	8.50	REDACTED
Total Hrs.	<u>25.00</u>	REDACTED

REMITTANCE ADVICE

REMIT TO:

BDO  
P O Box 642743  
Pittsburgh, PA 15264-2743

Due: 07/13/2023  
Invoice #: 002038170  
Customer: Langer, Grogan & Diver, PC  
Customer #: 0333891  
Invoice Amount: \$13,125.00

---

(Please return this REMITTANCE ADVICE with your payment)

**Total Amount Due: \$13,125.00**

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**Wire and ACH:**

PNC Bank, N.A.  
Pittsburgh, PA  
ABA# 031207607  
A/C# 8013580178  
Swift# PNCCUS33

**Overnight:**

PNC Bank Firstside Center  
Lockbox Department  
500 First Avenue  
Pittsburgh, PA 15219  
Attn: Lockbox # 642743 (BDO)

When paying via ACH or Wire, please send remittance information to [ARLockbox@bdo.com](mailto:ARLockbox@bdo.com).



799 9th Street N.W.  
Suite 710  
Washington, DC 20001

Telephone: 202/644-5400  
Fax: 202/644-5401

May 9, 2023

REMIT TO:

Langer, Grogan & Diver, PC  
Irv Ackelsberg, Esq.  
1717 Arch Street  
Suite 4020  
Philadelphia, PA 19103

BDO  
P O Box 642743  
Pittsburgh, PA 15264-2743

Re: PEAKS Litigation

For professional services rendered from March 2023 to May 2023.

**INVOICE**

Accounts included:

Invoice No.: 002004361

1112373

Professional Fees

<u>Professional</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Cooper, Thomas	49.75	525.00	26,118.75
Invoice TOTAL			<u><u>\$26,118.75</u></u>

Services on this invoice have been performed by BDO USA, LLP. To the extent an attorney retained our services, this invoice is considered Attorney Work Product and is Privileged and Confidential.

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<u>Date</u>	<u>Hours</u>	<u>Description</u>
<u>Cooper, Thomas</u>		<b>REDACTED</b>
03/22/2023	1.75	
03/23/2023	8.50	
03/24/2023	7.25	
03/25/2023	7.50	
03/26/2023	8.25	
03/27/2023	6.50	
03/28/2023	4.75	
05/05/2023	1.50	
05/08/2023	3.75	
Total Hrs.	<u>49.75</u>	



REMITTANCE ADVICE

REMIT TO:

BDO  
P O Box 642743  
Pittsburgh, PA 15264-2743

Due: 05/09/2023  
Invoice #: 002004361  
Customer: Langer, Grogan & Diver, PC  
Customer #: 0333891  
Invoice Amount: \$26,118.75

---

(Please return this REMITTANCE ADVICE with your payment)

**Total Amount Due: \$26,118.75**

**Pay Online:**

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**Wire and ACH:**

PNC Bank, N.A.  
Pittsburgh, PA  
ABA# 031207607  
A/C# 8013580178  
Swift# PNCCUS33

**Overnight:**

PNC Bank Firstside Center  
Lockbox Department  
500 First Avenue  
Pittsburgh, PA 15219  
Attn: Lockbox # 642743 (BDO)

When paying via ACH or Wire, please send remittance information to [ARLockbox@bdo.com](mailto:ARLockbox@bdo.com).



799 9th Street N.W.  
Suite 710  
Washington, DC 20001  
Telephone: 202/644-5400  
Fax: 202/644-5401

December 02, 2022  
Langer, Grogan & Diver, PC  
Irv Ackelsberg  
1717 Arch Street, Suite 4020  
Philadelphia, PA 19103

REMIT TO:  
  
BDO  
P O Box 642743  
Pittsburgh, PA 15264-2743

Re: PEAKS Litigation

For professional services rendered.

**INVOICE**

Accounts included:

Invoice No.: 001886460

1112373

**Professional Fees**

<u>Professional</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Cooper, Thomas	45.50	525.00	23,887.50
Friedman, Loren	21.90	425.00	9,307.50
Subtotal for Services			<u>33,195.00</u>
Expenses			<u>539.20</u>
Invoice TOTAL			<u><u>\$33,734.20</u></u>

Services on this invoice have been performed by BDO USA, LLP. To the extent an attorney retained our services, this invoice is considered Attorney Work Product and is Privileged and Confidential.

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REMITTANCE ADVICE

REMIT TO:

BDO  
P O Box 642743  
Pittsburgh, PA 15264-2743

Due: 12/02/2022  
Invoice #: 001886460  
Customer: Langer, Grogan & Diver, PC  
Customer #: 0333891  
Invoice Amount: \$33,734.20

---

(Please return this REMITTANCE ADVICE with your payment)

**Total Amount Due: \$33,734.20**

**Pay Online:**

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**Wire and ACH:**

PNC Bank, N.A.  
Pittsburgh, PA  
ABA# 031207607  
A/C# 8013580178  
Swift# PNCCUS33

**Overnight:**

PNC Bank Firstside Center  
Lockbox Department  
500 First Avenue  
Pittsburgh, PA 15219  
Attn: Lockbox # 642743 (BDO)

When paying via ACH or Wire, please send remittance information to [ARLockbox@bdo.com](mailto:ARLockbox@bdo.com).



Invoice Date: 8/9/2021  
 Payment Terms: Net 30 Days

Invoice #: 10IN50061899  
 Engagement #: 10482266  
 Client #: 236743

Send Payment To: Marcum LLP  
 1601 Market Street, 4th Floor  
 Philadelphia, PA 19103  
**Please refer to invoice number with your payment**

Wire & ACH only: TD Bank  
 855 Franklin Ave  
 Garden City, NY 11530  
 ABA #: 026013673 Account #: 7915750397  
**Please reference invoice number**

**Langer Grogan & Diver - Jody Aliff, et al.**  
 Attn. Irv Ackelsberg, Esquire  
 1717 Arch Street, Suite 4020  
 Philadelphia, PA 19103

Please return top portion with remittance.

Amount enclosed \$ \_\_\_\_\_

Date	Comments	Staff	Hours	Rates	Amount
	REDACTED				
6/30/2021		Heather Wilson	0.50	465.00	232.50
6/30/2021		Heather Wilson	2.00	465.00	930.00
7/1/2021		Heather Wilson	3.10	465.00	1,441.50
7/2/2021		Heather Wilson	4.30	465.00	1,999.50
7/6/2021		n Heather Wilson	4.50	465.00	2,092.50
7/6/2021		Ricardo Zayas	2.00	600.00	1,200.00
7/7/2021		n Heather Wilson	5.60	465.00	2,604.00
7/7/2021		Ricardo Zayas	1.25	600.00	750.00
7/8/2021		Heather Wilson	4.70	465.00	2,185.50
7/9/2021		Heather Wilson	4.50	465.00	2,092.50
7/12/2021		Heather Wilson	5.50	465.00	2,557.50
7/13/2021		Heather Wilson	3.50	465.00	1,627.50
7/13/2021		Ricardo Zayas	0.50	600.00	300.00
7/14/2021		Heather Wilson	4.50	465.00	2,092.50
7/14/2021		Heather Wilson	0.30	465.00	139.50
7/14/2021		Ricardo Zayas	1.00	600.00	600.00
7/15/2021		Heather Wilson	0.50	465.00	232.50
7/21/2021		Heather Wilson	0.20	465.00	93.00
7/22/2021		Heather Wilson	2.90	465.00	1,348.50
7/22/2021		Ricardo Zayas	0.50	600.00	300.00
7/27/2021		Heather Wilson	0.60	465.00	279.00
7/28/2021		Heather Wilson	0.50	465.00	232.50

Date	Comments	Staff	Hours	Rates	Amount
7/29/2021	REDACTED	Heather Wilson	0.60	465.00	279.00
	Courtesy Discount				-7,009.50
				<b>New Charges</b>	<b>\$ 18,600.00</b>

Payments can be made at our website at <https://www.marcumllp.com/pay>  
 Amounts past due 60 days from the invoice date will incur a finance charge of 1% per month.



	<b>January Hours</b>	<b>rate per hour</b>	<b>January Total</b>
Ben Kaufman	8.5	\$300.00	\$2,550.00
Ella Azoulay	18.2	\$200.00	\$3,640.00
Persis Yu	22.3	\$400.00	\$8,920.00
<i>Total</i>			<i>\$15,110.00</i>

	<b>February Hours</b>	<b>rate per hour</b>	<b>February Total</b>
Ben Kaufman	3.75	\$300.00	\$1,125.00
Ella Azoulay	21.7	\$200.00	\$4,340.00
Persis Yu	72.3	\$400.00	\$28,920.00
<b>Total</b>			<b>\$34,385.00</b>

	<b>March Hours</b>	<b>rate per hour</b>	<b>March Total</b>
Ben Kaufman	0	\$300.00	\$0.00
Ella Azoulay	0.3	\$200.00	\$60.00
Persis Yu	21.2	\$400.00	\$8,480.00
<i>Total</i>			<i>\$8,540.00</i>



	May Hours	rate per hour	May Total
Ella Azoulay	2	\$200.00	\$400.00
Persis Yu	7.15	\$400.00	\$2,860.00
Total			\$3,260.00

	<b>June Hours</b>	<b>rate per hour</b>	<b>June Total</b>
Persis Yu	34.45	\$400.00	\$13,780.00
<i>Total</i>			<i>\$13,780.00</i>

<b>Date</b>	<b>Merchant</b>	<b>Amount</b>	<b>Category</b>
6/13/2023 12:00	Uber	\$42.24	Transportation
6/13/2023 12:00	Portside Coffee & Gelato	\$13.58	Meals
6/13/2023 12:00	Uber	\$32.48	Transportation
6/13/2023 12:00	Alaska	\$18.00	Meals
6/12/2023 6:43	Brueggers Bagels #4137	\$15.80	Meals
6/11/2023 12:00	Portside Coffee & Gelato	\$17.82	Meals
6/10/2023 12:00	Uber	\$52.70	Transportation
6/10/2023 12:00	Uber	\$25.14	Transportation
6/10/2023 12:00	Alaska	\$10.50	Meals
6/2/2023 12:00	Alaska	\$685.80	Transportation
		\$75.70	<i>Meals Subtotal</i>
		\$838.36	<i>Transportation Subtotal</i>
		<b>\$914.06</b>	<b>Total</b>

**Parkside Associates, LLC**

Invoice No. **Vervent21-01**

PO Box 5408  
 Atlanta, GA 31107-0408  
 PH: 404-525-4009

Name Langer Grogan & Diver, PC c/o Irv Ackelsberg, Esq.  
 Address 1717 Arch Street, Suite 4020  
 City Philadelphia State PA ZIP 19103  
 Phone 215-320-5701

Date 6/28/2021  
 Order No. \_\_\_\_\_  
 Rep \_\_\_\_\_  
 FOB \_\_\_\_\_

Qty/Hours	Description	Rate	TOTAL
	Professional Services: <i>Aliff, et al. v. Vervent, Inc., et al.</i>		
4	Kevin Byers, CPA (forensic accounting and litigation support) Retainer	\$250.00	\$1,000.00
1	<u>Expense Reimbursement (backup attached)</u> <i>Subscription to PAA Research: ITT Educational Services publications</i>	\$1,000.00	\$1,000.00
			\$0.00
<b>Parkside Associates Tax ID: 20-0309598</b>			

SubTotal	\$2,000.00
Shipping & Handling	\$0.00
Taxes	
<b>TOTAL</b>	<b>\$2,000.00</b>

Cash	
Check	X
Credit Card	
Name	_____
CC #	_____
Expires	_____

Office Use Only

**Parkside Associates, LLC**

PO Box 5408  
 Atlanta, GA 31107-0408  
 PH: 404-525-4009

Invoice No. **Vervent21-02**

Name	Langer Grogan & Diver, PC c/o Irv Ackelsberg, Esq.	Date	10/14/2021
Address	1717 Arch Street, Suite 4020	Order No.	
City	Philadelphia State PA ZIP 19103	Rep	
Phone	215-320-5701	FOB	

Qty/Hours	Description	Rate	TOTAL
	Professional Services: <i>Aliff, et al. v. Vervent, Inc., et al.</i>		
18	Kevin Byers (forensic accounting and litigation support) Document review, discovery requests, meeting prep/participation <i>Less Retainer Paid</i>	\$250.00	\$4,500.00  <i>(\$1,000.00)</i>
	<b><u>Expense Reimbursement (backup attached)</u></b> <i>None</i>		\$0.00
<b>Parkside Associates Tax ID: 20-0309598</b>			

SubTotal	\$3,500.00
Shipping & Handling	\$0.00
Taxes	
<b>TOTAL</b>	<b>\$3,500.00</b>

Cash	
Check	X
Credit Card	
Name	_____
CC #	_____
Expires	_____

Office Use Only
-----------------

# STATEMENT

1 of 1

## IMAGINE REPORTING

1350 COLUMBIA STREET, SUITE 703  
SAN DIEGO, CALIFORNIA 92101  
M. 619 888 0297 | F. 619 291 8629

Irv Ackelsberg  
Langer Grogan & Diver, PC  
1717 Arch Street  
Suite 4020  
Philadelphia, PA 19103

Account No.	Date
C9431	5/1/2023

1 - 30 days	31 - 60 days	61 - 90 days
\$3,995.10	\$0.00	\$0.00
91 - 120 days	121 days & Over	Total Due
\$0.00	\$0.00	<b>\$3,995.10</b>

Invoice Date	Invoice No.	Balance	Job No.	Job Date	Witness	Case
4/18/2023	86409	3,995.10	86422	3/30/2023	David Harmon	Heather Turrey v. Vervent, Inc.

**Tax ID:** 38-3774639

*Please detach bottom portion and return with payment.*

**Veritext, LLC - California Region**

Tel. 877-955-3855 Email: calendar-la@veritext.com  
 Fed. Tax ID: 20-3132569



Bill To: Irv Ackelsberg Esq.  
 Langer Grogan & Diver  
 1717 Arch St.  
 Bell Atlantic Tower Suite 4020  
 Philadelphia, PA, 19103

**Invoice #:** 6510882  
**Invoice Date:** 4/18/2023  
**Balance Due:** \$0.00

**Case: Turrey, Heather v. Vervent, Inc. (20CV00697DMS(AHG))** **Proceeding Type: Depositions**

Job #: 5831593 | Job Date: 3/28/2023 | Delivery: Normal

Location: Los Angeles, CA

Billing Atty: Irv Ackelsberg Esq.

Scheduling Atty: John S. Purcell | ArentFox Schiff LLP

Witness: Persis Yu	Amount
Video Services	\$170.00
Witness: Thomas D Cooper CPA	Amount
Video Services	\$255.00
Non Witness Specific Charges	Amount
Video - Electronic Access	\$78.00

Notes:	<b>Invoice Total:</b>	<b>\$503.00</b>
	<b>Payment:</b>	<b>(\$503.00)</b>
	<b>Credit:</b>	<b>\$0.00</b>
	<b>Interest:</b>	<b>\$0.00</b>
	<b>Balance Due:</b>	<b>\$0.00</b>

TERMS: Payable upon receipt. Accounts 30 days past due will bear a finance charge of 1.5% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments will be made after 90 days. For more information on charges related to our services please consult <http://www.veritext.com/services/all-services/services-information>

**Remit to:**  
 Veritext  
 P.O. Box 71303  
 Chicago IL 60694-1303  
 Fed. Tax ID: 20-3132569

**Pay By ACH (Include invoice numbers):**  
**A/C Name:** Veritext  
**Bank Name:** BMO Harris Bank  
**Bank Addr:** 311 W. Monroe Chicago, IL 60606  
**Account No:** 4353454 **ABA:** 071000288  
**Swift:** HATRUS44

**Invoice #:** 6510882  
**Invoice Date:** 4/18/2023  
**Balance Due:** \$0.00

Pay by Credit Card: [www.veritext.com](http://www.veritext.com)

**Veritext, LLC - California Region**

Tel. 877-955-3855 Email: calendar-la@veritext.com  
 Fed. Tax ID: 20-3132569



Bill To: Irv Ackelsberg Esq.  
 Langer Grogan & Diver  
 1717 Arch St.  
 Bell Atlantic Tower Suite 4020  
 Philadelphia, PA, 19103

**Invoice #:** 6496404  
**Invoice Date:** 4/14/2023  
**Balance Due:** \$0.00

**Case: Turrey, Heather v. Vervent, Inc. (20CV00697DMS(AHG))** **Proceeding Type: Depositions**

Job #: 5831593 | Job Date: 3/28/2023 | Delivery: Normal

Location: Los Angeles, CA

Billing Atty: Irv Ackelsberg Esq.

Scheduling Atty: John S. Purcell | ArentFox Schiff LLP

<b>Witness: Persis Yu</b>		<b>Amount</b>
Transcript Services		\$475.80
Exhibits		\$39.00
Logistics, Processing & Electronics Files		\$110.00

<b>Witness: Thomas D Cooper CPA</b>		<b>Amount</b>
Transcript Services		\$557.70
Exhibits		\$33.80
Logistics, Processing & Electronics Files		\$110.00

<b>Non Witness Specific Charges</b>		<b>Amount</b>
Logistics, Processing & Electronics Files		\$40.00

Notes:	<b>Invoice Total:</b>	<b>\$1,366.30</b>
	<b>Payment:</b>	<b>(\$1,407.90)</b>
	<b>Credit:</b>	<b>\$0.00</b>
	<b>Interest:</b>	<b>\$41.60</b>
	<b>Balance Due:</b>	<b>\$0.00</b>

TERMS: Payable upon receipt. Accounts 30 days past due will bear a finance charge of 1.5% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments will be made after 90 days. For more information on charges related to our services please consult <http://www.veritext.com/services/all-services/services-information>

**Remit to:**  
 Veritext  
 P.O. Box 71303  
 Chicago IL 60694-1303  
 Fed. Tax ID: 20-3132569

**Pay By ACH (Include invoice numbers):**  
**A/C Name:** Veritext  
**Bank Name:** BMO Harris Bank  
**Bank Addr:** 311 W. Monroe Chicago, IL 60606  
**Account No:** 4353454 **ABA:** 071000288  
**Swift:** HATRUS44

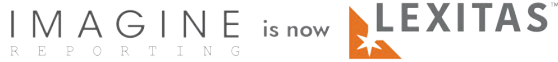
**Invoice #:** 6496404  
**Invoice Date:** 4/14/2023  
**Balance Due:** \$0.00

Pay by Credit Card: [www.veritext.com](http://www.veritext.com)



# INVOICE

1 of 2



Irv Ackelsberg  
 Langer Grogan & Diver, PC  
 1717 Arch Street  
 Suite 4020  
 Philadelphia, PA 19103

Invoice No.	Invoice Date	Job No.
86409	4/18/2023	86422
Job Date	Case No.	
3/30/2023	3:20-cv-00697-DMS-AHG	
Case Name		
Heather Turrey v. Vervent, Inc.		
Payment Terms		
Due upon receipt		

**ORIGINAL TRANSCRIPT OF:**

David Harmon	204.00	Pages	@	4.550	928.20
Hourly	6.25	Hours	@	60.000	375.00
Videoconference	204.00	Pages	@	0.750	153.00
Video Transcript	204.00	Pages	@	0.750	153.00
Expert (PMK, PMQ)	204.00	Pages	@	0.750	153.00
Black & White Exhibit	358.00	Pages	@	0.550	196.90
Color Exhibits	30.00	Pages	@	1.500	45.00
Tabs (Standard)	14.00		@	0.500	7.00
Rough ASCii	182.00	Pages	@	2.000	364.00
Videoconference Facilitation Fee	1.00		@	200.000	200.00
Production	1.00		@	50.000	50.00
Handling	1.00		@	35.000	35.00
Technology Package	1.00		@	60.000	60.00
eTranscript Delivery	1.00		@	25.000	25.00
Hard Copy Delivery	1.00		@	25.000	25.00
David Harmon (VIDEO)					
Remote Videographer (Synching/Exhibit Presentation)	6.00	Hours	@	200.000	1,200.00

**Tax ID:** 46-4363191

*Please detach bottom portion and return with payment.*

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 Langer Grogan & Diver, PC  
 1717 Arch Street  
 Suite 4020  
 Philadelphia, PA 19103

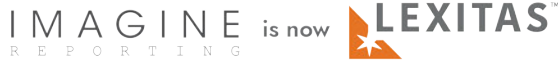
Invoice No. : 86409  
 Invoice Date : 4/18/2023  
**Total Due : \$0.00**

Remit To: **Imagine Reporting**  
**PO Box 734298 Dept 2043**  
**Dallas, TX 75373-4298**

Job No. : 86422  
 BU ID : 01-SD  
 Case No. : 3:20-cv-00697-DMS-AHG  
 Case Name : Heather Turrey v. Vervent, Inc.

# INVOICE

2 of 2



Irv Ackelsberg  
 Langer Grogan & Diver, PC  
 1717 Arch Street  
 Suite 4020  
 Philadelphia, PA 19103

Invoice No.	Invoice Date	Job No.
86409	4/18/2023	86422
Job Date	Case No.	
3/30/2023	3:20-cv-00697-DMS-AHG	
Case Name		
Heather Turrey v. Vervent, Inc.		
Payment Terms		
Due upon receipt		

Video Technology Package	1.00	@	25.000	25.00
<b>TOTAL DUE &gt;&gt;&gt;</b>				<b>\$3,995.10</b>

**Thank you for choosing Imagine Reporting!**

Please note, unless proactive, written agreements have been made, **this invoice is not contingent upon client or insurance carrier reimbursement.** You are the contracting party responsible for payment. If any Imagine Reporting invoice remains **unpaid after 30 DAYS** from issuance, our firm reserves the right to apply a 1.5% compounding monthly late fee to all amounts owed. If an attorney or collection agency is contracted to collect an unpaid debt, you are responsible for all costs of collection. Should you have any questions or want to discuss payment terms, do not hesitate to reach out to our office at your earliest convenience.

<b>(-) Payments/Credits:</b>	3,995.10
<b>(+) Finance Charges/Debits:</b>	0.00
<b>(=) New Balance:</b>	<b>\$0.00</b>

**Tax ID:** 46-4363191

*Please detach bottom portion and return with payment.*

Irv Ackelsberg  
 Langer Grogan & Diver, PC  
 1717 Arch Street  
 Suite 4020  
 Philadelphia, PA 19103

Invoice No. : 86409  
 Invoice Date : 4/18/2023  
**Total Due : \$0.00**

Remit To: **Imagine Reporting**  
**PO Box 734298 Dept 2043**  
**Dallas, TX 75373-4298**

Job No. : 86422  
 BU ID : 01-SD  
 Case No. : 3:20-cv-00697-DMS-AHG  
 Case Name : Heather Turrey v. Vervent, Inc.



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[www.chase.com/card Ink](http://www.chase.com/card Ink)

Customer Service  
1-800-945-2028

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### ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
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REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

04/29	THE GUILD HOTEL SAN DIEGO SAN DIEGO CA	297.53
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REDACTED





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July 2023						
S	M	T	W	T	F	S
25	26	27	28	29	30	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

New Balance  
**REDACTED**  
 Minimum Payment Due  
**REDACTED**  
 Payment Due Date  
**07/05/23**

**CHASE ULTIMATE REWARDS®  
 SUMMARY  
 REDACTED**

**Late Payment Warning:** If we do not receive your minimum payment by the due date, you may have to pay a late fee, and existing and new balances may become subject to the Default APR.

**Minimum Payment Warning:** Enroll in Auto-Pay and avoid missing a payment. To enroll, go to [www.chase.com](http://www.chase.com)

**ACCOUNT SUMMARY**

Account Number:	<b>REDACTED</b>
Previous Balance	<b>REDACTED</b>
Payment, Credits	<b>REDACTED</b>
Purchases	<b>REDACTED</b>
Cash Advances	<b>REDACTED</b>
Balance Transfers	<b>REDACTED</b>
Fees Charged	<b>REDACTED</b>
Interest Charged	<b>REDACTED</b>
<b>New Balance</b>	<b>REDACTED</b>
Opening/Closing Date	05/12/23 - 06/11/23
Revolving Credit Amount	<b>REDACTED</b>
Available Credit	<b>REDACTED</b>
Cash Access Line	<b>REDACTED</b>
Available for Cash	<b>REDACTED</b>
<b>Past Due Amount</b>	<b>REDACTED</b>
<b>Balance over the Credit Access Line</b>	<b>REDACTED</b>

0000001 FIS33339 C 1 0475

N Z 11 23/06/11

Page 1 of 4

05686 MA DA 73520

16210000010007352001

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42463153260511150001840001847515000000007

P.O. BOX 15123  
 WILMINGTON, DE 19850-5123  
 For Undeliverable Mail Only

Make your payment at  
[chase.com/paycard](http://chase.com/paycard)

Payment Due Date: **07/05/23**  
 New Balance: **REDACTED**  
 Minimum Payment Due: **REDACTED**  
 Account number: **REDACTED**

\$ \_\_\_\_\_ Amount Enclosed  
 Make/Mail to Chase Card Services at the address below.

73520 BEX 2 16223 C  
 HOWARD LANGER  
 LANGER GROGAN & DIVER PC  
 1717 ARCH ST STE 4020  
 PHILADELPHIA PA 19103-2739

CARDMEMBER SERVICE  
 PO BOX 1423  
 CHARLOTTE NC 28201-1423

⑆ 5000 160 28⑆ 1 59 53 260 5 1 1 54⑈

<b>To contact us regarding your account:</b> 64			
	<b>Call Customer Service:</b> In U.S. 1-800-945-2028 Spanish 1-866-795-0574 Pay by phone 1-800-436-7958 International 1-480-350-7099 We accept operator relay calls		<b>Send Inquiries to:</b> P.O. Box 15298 Wilmington, DE 19850-5298
			<b>Mail Payments to:</b> P.O. Box 1423 Charlotte, NC 28201-1423
			<b>Visit Our Website:</b> <a href="http://www.chase.com/cardhelp">www.chase.com/cardhelp</a>

**Information About Your Account**

**Making Your Payments:** The amount of your payment should be at least your minimum payment due, payable in U.S. dollars and drawn on or payable through a U.S. financial institution or the U.S. branch of a foreign financial institution. You can pay down balances faster by paying more than the minimum payment or the total unpaid balance on your account.

You may make payments electronically through our website or by one of our customer service phone numbers above. In using any of these channels, you are authorizing us to withdraw funds as a one-time electronic funds transfer from your bank account. In our automated phone system, this authorization is provided via entry of a personal identification number. You may revoke this authorization by cancelling your payment through our website or customer service telephone numbers prior to the payment processing. If we receive your completed payment request through one of these channels by 11:59 p.m. Eastern Time, we will credit your payment as of that day. If we receive your request after 11:59 p.m. Eastern Time, we will credit your payment as of the next calendar day. If you specify a future date in your request we will credit your payment as of that day.

If you pay by regular U.S. mail to the Payments address shown on this statement, write your account number on your check or money order and include the payment coupon in the envelope. Do not send more than one payment or coupon per envelope. Do not staple, clip or tape the documents. Do not include correspondence. Do not send cash. If we receive your properly prepared payment on any day by 5 p.m. local time at our Payments address on this statement, we will credit to your account that day. If your payment is received after 5 p.m. local time at our Payments address on this statement, we will credit it to your account as of the next calendar day.

For all other payments or for any payment type above for which you do not follow our payment instructions, crediting of your payments may be delayed for up to 5 days.

**Account Information Reported To Credit Bureaus:** We may report information about your Account to credit bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report. If you think we have reported inaccurate information to a credit bureau, please write to us at Chase Card Services P.O. Box 15369, Wilmington, DE 19850-5369.

**To Service And Manage Any Of Your Account(s):** By providing my mobile phone number, I am giving permission to be contacted at that number about all of my accounts by JPMorgan Chase and companies working on its behalf. My consent allows the use of text messages, artificial or prerecorded voice messages and automatic dialing technology for informational and account servicing, but not for sales or telemarketing. Message and data rates may apply.

**Authorization To Convert Your Check To An Electronic Transfer Debit:** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check. Your bank account may be debited as soon as the same day we receive your payment. You will not receive your check back from your institution.

**Conditional Payments:** Any payment check or other form of payment that you send

us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to Card Services, P.O. Box 15049, Wilmington, DE 19850-5049. We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute or if any such check is received at any other address, we may accept the check and you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make should be sent to the regular Payment address shown on this statement.

**Annual Renewal Notice:** If your Account Agreement has an annual membership fee, you are responsible for it every year your Account is open. We will add your annual membership fee to your monthly billing statement once a year, whether or not you use your account. Your annual membership fee will be added to your purchase balance and may incur interest. The annual membership fee is non-refundable unless you notify us that you wish to close your account within 30 days or one billing cycle (whichever is less) after we provide the statement on which the annual membership fee is billed. Your payment of the annual membership fee does not affect our rights to close your Account and to limit your right to make transactions on your Account. If your Account is closed by you or us, the annual membership fee will no longer be billed to your Account.

**Calculation Of Balance Subject To Interest Rate:** To figure your periodic interest charges for each billing cycle when a daily periodic rate(s) applies, we use the daily balance method (including new transactions). To figure your periodic interest charges for each billing cycle when a monthly periodic rate(s) applies, we use the average daily balance method (including new transactions). For an explanation of either method, or questions about a particular interest charge calculation on your statement, please call us at the toll free customer service phone number listed above.

We calculate periodic interest charges separately for each feature (for example, purchases, balance transfers, cash advances or overdraft advances). These calculations may combine different categories with the same periodic rates. Variable rates will vary with the market based on the Prime Rate or such index described in your Account Agreement. There is a transaction fee for each balance transfer, cash advance, or check transaction in the amount stated in your Account Agreement. There is a foreign transaction fee of 3% of the U.S. dollar amount of any foreign transaction for some accounts. Please see your Account Agreement for information about these fees.

**Interest Accrual:** We accrue periodic interest charges on a transaction, fee or interest charge from the date it is added to your daily balance until payment in full is received on your account.

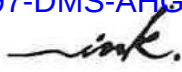
**Credit Limit:** If you want to inquire about your options to help prevent your account from exceeding your credit limit, please call the number on the back of your card.

**Payment Allocation:** When you make a payment, generally, we first apply your minimum payment to the balance on your monthly statement with the lowest APR. Any payment above your minimum payment would generally then be applied to the balance on your monthly statement with the highest APR first. If you do not pay your balance in full each month, you may not be able to avoid interest charges on new purchases.



DA05042021

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**ACCOUNT ACTIVITY**

Date of Transaction Merchant Name or Transaction Description \$ Amount

**REDACTED**

05/15	AMERICAN AIR0017930748319 FORT WORTH TX	1,251.80
060523 1 L	PHL SAN	
2 M	SAN PHL	
05/15	AGENT FEE 8900840221586 MCA TRAVEL IN NJ	31.95
06/04	AMERICAN AIR0014414880080 FORT WORTH TX	30.00
060523 1 C	PHL SAN	
2 C	SAN PHL	

**REDACTED**

**REDACTED**

**REDACTED**

**REDACTED**

05/22	AGENT FEE 8900840276802 MCA TRAVEL IN NJ	31.95
05/22	AGENT FEE 8900840257167 MCA TRAVEL IN NJ	31.95
05/22	AMERICAN AIR0018000133849 FORT WORTH TX	785.80
060123 1 V	PHL SAN	
2 N	SAN PHL	
05/29	AMERICAN AIR0018000134042 FORT WORTH TX	847.80
053123 1 V	PHL SAN	
2 S	SAN PHL	
05/30	AMERICAN AI 0014414626168 800-433-7300 TX	30.00
05/30	AMERICAN AI 0014414626169 800-433-7300 TX	40.00
05/31	Viasat In-Flight Wi-Fi 888-6496711 CA	29.00
05/31	AGENT FEE 8900840322939 MCA TRAVEL IN NJ	31.95
05/31	AGENT FEE 8900840322940 MCA TRAVEL IN NJ	31.95
06/03	THE GUILD HOTEL SAN DIEGO SAN DIEGO CA	500.19
06/07	LYFT *RIDE TUE 7PM 855-865-9553 CA	10.79
06/06	SQ *BRUEGGERS BAGELS #413 San Diego CA	9.95
06/08	SHINO SUSHI SAN DIEGO CA	142.78
06/11	LYFT *RIDE FRI 3PM 855-865-9553 CA	18.79
	DAVID NAGDEMAN	

**REDACTED**

**REDACTED**

**ACCOUNT ACTIVITY (CONTINUED)**

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
<b>REDACTED</b>		

<b>REDACTED</b>		
-----------------	--	--

05/18	AGENT FEE 8900840257096 MCA TRAVEL IN NJ	31.95
05/18	AMERICAN AIR0018000133784 FORT WORTH TX	966.80
	060123 1 S PHL SAN	
	2 L SAN PHL	

<b>REDACTED</b>		
-----------------	--	--

05/26	AGENT FEE 8900840308153 MCA TRAVEL IN NJ	31.95
05/26	AMERICAN AIR0018000134037 FORT WORTH TX	1,136.86
	053123 1 V PHL SAN	
	2 M SAN PHL	
05/31	SQ *MATISSE BISTRO 501 San Diego CA	28.02
05/30	AGENT FEE 8900840308175 MCA TRAVEL IN NJ	31.95
05/31	SQ *GEORGE TAXICABS_AND_ SAN DIEGO CA	30.72
05/30	AMERICAN AIR0018000134052 FORT WORTH TX	861.81
	060523 1 V PHL SAN	
	2 S SAN PHL	
06/01	SABRINA CAFE & DELI SAN DIEGO CA	66.72
06/01	Tacos El Gordo San Diego CA	14.06
06/02	PETCOPARK 115 619-7955900 CA	36.24
06/04	FEDEX772291669821 800-4633339 TN	32.65
06/04	TST* CRAFT & COMMERCE SAN DIEGO CA	96.66
06/03	THE GUILD HOTEL SAN DIEGO 619-7956000 CA	434.50
06/04	TENDER GREENS DTSD SAN DIEGO CA	93.69
06/04	WESTIN SAN DIEGO F&B SAN DIEGO CA	34.09
06/06	SABRINA CAFE & DELI SAN DIEGO CA	75.10
06/07	FEDEX772334646643 800-4633339 TN	311.66
06/06	NONNA SAN DIEGO CA	219.62
06/07	FEDEX772334633334 800-4633339 TN	319.79
06/07	FEDEX772334594609 800-4633339 TN	363.87
06/08	SQ *BRUEGGERS BAGELS #413 San Diego CA	15.29
06/09	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	237.48
06/09	SQ *BRUEGGERS BAGELS #413 San Diego CA	4.44
06/09	SQ *BRUEGGERS BAGELS #413 San Diego CA	15.29
06/09	TST* Crab Hut - Downtown San Diego CA	124.42
	JOHN GROGAN	



**REDACTED**

<b>REDACTED</b>		
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<b>REDACTED</b>		
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06/08 SQ \*MATISSE BISTRO 501 San Diego CA 10.61

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**ACCOUNT ACTIVITY (CONTINUED)**

Date of Transaction      Merchant Name or Transaction Description      \$ Amount

**REDACTED**

**REDACTED**

2023 Totals Year-to-Date	
Total fees charged in 2023	
Total interest charged in 2023	

Year-to-date totals do not reflect any fee or interest refunds you may have received.

**INTEREST CHARGES**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
<b>PURCHASES</b>			
Purchases		<b>REDACTED</b>	
<b>CASH ADVANCES</b>			
Cash Advances		<b>REDACTED</b>	
<b>BALANCE TRANSFERS</b>			
Balance Transfer		<b>REDACTED</b>	

31 Days in Billing Period

(v) = Variable Rate  
 (d) = Daily Balance Method (including new transactions)  
 (a) = Average Daily Balance Method (including new transactions)  
 Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.



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August 2023						
S	M	T	W	T	F	S
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2
3	4	5	6	7	8	9

New Balance **REDACTED**

Minimum Payment Due **REDACTED**

Payment Due Date **08/05/23**

### CHASE ULTIMATE REWARDS® SUMMARY

**REDACTED**

**Late Payment Warning:** If we do not receive your minimum payment by the due date, you may have to pay a late fee, and existing and new balances may become subject to the Default APR.

**Minimum Payment Warning:** Enroll in Auto-Pay and avoid missing a payment. To enroll, go to [www.chase.com](http://www.chase.com)

### ACCOUNT SUMMARY

Account Number:	<b>REDACTED</b>
Previous Balance	<b>REDACTED</b>
Payment, Credits	<b>REDACTED</b>
Purchases	<b>REDACTED</b>
Cash Advances	<b>REDACTED</b>
Balance Transfers	<b>REDACTED</b>
Fees Charged	<b>REDACTED</b>
Interest Charged	<b>REDACTED</b>
<b>New Balance</b>	<b>REDACTED</b>
Opening/Closing Date	06/12/23 - 07/11/23
Revolving Credit Amount	<b>REDACTED</b>
Available Credit	<b>REDACTED</b>
Cash Access Line	<b>REDACTED</b>
Available for Cash	<b>REDACTED</b>
<b>Past Due Amount</b>	<b>REDACTED</b>
<b>Balance over the Credit Access Line</b>	<b>REDACTED</b>

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Page 1 of 4

05886 MA DA 74219

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42463153260511150003820003829544000000003

P.O. BOX 15123  
WILMINGTON, DE 19850-5123  
For Undeliverable Mail Only

Make your payment at [chase.com/paycard](http://chase.com/paycard)

Payment Due Date: **08/05/23**  
 New Balance: **REDACTED**  
 Minimum Payment Due: **REDACTED**  
 Account number: **REDACTED**



\$ \_\_\_\_\_ Amount Enclosed  
Make/Mail to Chase Card Services at the address below:

74219 BEX Z 19223 C  
HOWARD LANGER  
LANGER GROGAN & DIVER PC  
1717 ARCH ST STE 4020  
PHILADELPHIA PA 19103-2739

CARDMEMBER SERVICE  
PO BOX 1423  
CHARLOTTE NC 28201-1423

5000 160 28 159 53 260 5 1 1 5 1 1

**To contact us regarding your account:**

 <p><b>Call Customer Service:</b>                  In U.S. 1-800-945-2028                  Spanish 1-888-795-0574                  Pay by phone 1-800-436-7958                  International 1-480-350-7099                  We accept operator relay calls</p>	<p><b>?</b></p> <p><b>Send Inquiries to:</b>                  P.O. Box 15298                  Wilmington, DE 19850-5298</p>	 <p><b>Mail Payments to:</b>                  P.O. Box 1423                  Charlotte, NC 28201-1423</p>	 <p><b>Visit Our Website:</b>  <a href="http://www.chase.com/cardhelp">www.chase.com/cardhelp</a></p>
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**Information About Your Account**

**Making Your Payments:** The amount of your payment should be at least your minimum payment due, payable in U.S. dollars and drawn on or payable through a U.S. financial institution or the U.S. branch of a foreign financial institution. You can pay down balances faster by paying more than the minimum payment or the total unpaid balance on your account.

You may make payments electronically through our website or by one of our customer service phone numbers above. In using any of these channels, you are authorizing us to withdraw funds as a one-time electronic funds transfer from your bank account. In our automated phone system, this authorization is provided via entry of a personal identification number. You may revoke this authorization by canceling your payment processing through our website or customer service telephone numbers prior to the payment processing. If we receive your completed payment request through one of these channels by 11:59 p.m. Eastern Time, we will credit your payment as of that day. If we receive your request after 11:59 p.m. Eastern Time, we will credit your payment as of the next calendar day. If you specify a future date in your request we will credit your payment as of that day.

If you pay by regular U.S. mail to the Payments address shown on this statement, write your account number on your check or money order and include the payment coupon in the envelope. Do not send more than one payment or coupon per envelope. Do not staple, clip or tape the documents. Do not include correspondence. Do not send cash. If we receive your properly prepared payment on any day by 5 p.m. local time at our Payments address on this statement, we will credit to your account that day. If your payment is received after 5 p.m. local time at our Payments address on this statement, we will credit it to your account as of the next calendar day.

For all other payments or for any payment type above for which you do not follow our payment instructions, crediting of your payments may be delayed for up to 5 days.

**Account Information Reported To Credit Bureaus:** We may report information about your Account to credit bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report. If you think we have reported inaccurate information to a credit bureau, please write to us at Chase Card Services P.O. Box 15389, Wilmington, DE 19850-5389.

**To Service And Manage Any Of Your Account(s):** By providing my mobile phone number, I am giving permission to be contacted at that number about all of my accounts by JPMorgan Chase and companies working on its behalf. My consent allows the use of text messages, artificial or prerecorded voice messages and automatic dialing technology for informational and account servicing, but not for sales or telemarketing. Message and data rates may apply.

**Authorization To Convert Your Check To An Electronic Transfer Debit:** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check. Your bank account may be debited as soon as the same day we receive your payment. You will not receive your check back from our institution.

**Conditional Payments:** Any payment check or other form of payment that you send

us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to Card Services, P.O. Box 15049, Wilmington, DE 19850-5049. We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute or if any such check is received at any other address, we may accept the check and you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make should be sent to the regular Payment address shown on this statement.

**Annual Renewal Notice:** If your Account Agreement has an annual membership fee, you are responsible for it every year your Account is open. We will add your annual membership fee to your monthly billing statement once a year, whether or not you use your account. Your annual membership fee will be added to your purchase balance and may incur interest. The annual membership fee is not-refundable, unless you notify us that you wish to close your account within 30 days of one billing cycle (whichever is less) after we provide the statement on which the annual membership fee is billed. Your payment of the annual membership fee does not affect our rights to close your Account and to limit your right to make transactions on your Account. If your Account is closed by you or us, the annual membership fee will no longer be billed to your Account.

**Calculation Of Balance Subject To Interest Rate:** To figure your periodic interest charges for each billing cycle when a daily periodic rate(s) applies, we use the daily balance method (including new transactions). To figure your periodic interest charges for each billing cycle when a monthly periodic rate(s) applies, we use the average daily balance method (including new transactions). For an explanation of either method, or questions about a particular interest charge calculation on your statement, please call us at the toll free customer service phone number listed above.

We calculate periodic interest charges separately for each feature (for example, purchases, balance transfers, cash advances or overdraft advances). These calculations may combine different categories with the same periodic rates. Variable rates will vary with the market based on the Prime Rate or such index described in your Account Agreement. There is a transaction fee for each balance transfer, cash advance, or check transaction in the amount stated in your Account Agreement. There is a foreign transaction fee of 3% of the U.S. dollar amount of any foreign transaction for some accounts. Please see your Account Agreement for information about these fees.

**Interest Accrual:** We accrue periodic interest charges on a transaction, fee or interest charge from the date it is added to your daily balance until payment in full is received on your account.

**Credit Limit:** If you want to inquire about your options to help prevent your account from exceeding your credit limit, please call the number on the back of your card.

**Payment Allocation:** When you make a payment, generally, we first apply your minimum payment to the balance on your monthly statement with the lowest APR. Any payment above your minimum payment would generally then be applied to the balance on your monthly statement with the highest APR first. If you do not pay your balance in full each month, you may not be able to avoid interest charges on new purchases.



DA05042021

To manage your account, including card payments, alerts, and change of address, visit [www.chase.com/cardhelp](http://www.chase.com/cardhelp) or call the customer service number which appears on your account statement.



Manage your account online at:  
www.chase.com/card Ink

Customer Service:  
1-800-945-2028

Mobile: Download the  
Chase Mobile® app today

**ACCOUNT ACTIVITY**

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
06/10	THE GUILD HOTEL SAN DIEGO SAN DIEGO CA	700.35
<b>REDACTED</b>		
06/11	QUICK STOP MARKET 4TH SAN DIEGO CA	90.00
06/13	SQ *MATISSE BISTRO 501 San Diego CA	19.07
06/14	SQ *BRUEGGERS BAGELS #413 San Diego CA	11.78
06/15	SQ *BRUEGGERS BAGELS #413 San Diego CA	11.69
06/16	SQ *BRUEGGERS BAGELS #413 San Diego CA	5.30
06/18	UBER TRIP HELP.UBER.COM CA	34.84
06/16	QUICK STOP MARKET 4TH SAN DIEGO CA	30.00
06/17	THE GUILD HOTEL SAN DIEGO 619-7956000 CA	6,701.08
06/17	THE GUILD HOTEL SAN DIEGO 619-7956000 CA	395.56
06/17	THE GUILD HOTEL SAN DIEGO 619-7956000 CA	395.56
06/17	THE GUILD HOTEL SAN DIEGO 619-7956000 CA	395.56
06/19	COFFEE N TALK BROADWAY SAN DIEGO CA	17.02
06/20	TST* Cloak and Petal San Diego CA	31.43
06/20	MENDOCINO FARMS #32 SAN DIEGO CA	18.84
06/21	SQ *BRUEGGERS BAGELS #413 San Diego CA	11.69
06/21	AMERICAN AIR0014415787143 FORT WORTH TX 062223 1 C SAN PHL	30.00
06/22	BARRIO DOGG SAN DIEGO CA	56.89
06/22	AMERICAN AIR0014415834411 FORT WORTH TX 062223 1 C SAN PHL	30.00
06/22	PAY*STONEBRE 760-2947899 CA	28.75
06/22	SQ *BRUEGGERS BAGELS #413 San Diego CA	8.13
06/22	MENDOCINO FARMS #32 SAN DIEGO CA	40.87
06/23	THE GUILD HOTEL SAN DIEGO 619-7956000 CA	218.64
06/23	THE GUILD HOTEL SAN DIEGO SAN DIEGO CA	6,118.28
06/22	THE GUILD HOTEL SAN DIEGO 619-7956000 CA	7,711.98
06/24	THE GUILD HOTEL SAN DIEGO 619-7956000 CA	2,769.73

**REDACTED**

**REDACTED**

**REDACTED**

**ACCOUNT ACTIVITY (CONTINUED)**

Date of Transaction      Merchant Name or Transaction Description      \$ Amount

**REDACTED**  
**REDACTED**

06/11	TST* SDCM - Kettner Excha San Diego CA	156.72
06/13	SQ *BRUEGGERS BAGELS #413 San Diego CA	7.27
06/14	SQ *BRUEGGERS BAGELS #413 San Diego CA	9.27
06/15	SQ *BRUEGGERS BAGELS #413 San Diego CA	11.02
06/18	LYFT *RIDE SAT 5PM 855-865-9553 CA	30.56
06/15	TST* Ironside San Diego CA	112.62
06/18	Stone Brewing Tap Room San Diego CA	37.61
06/19	TST* SHAKESPEARE PUB & GR SAN DIEGO CA	78.01
06/19	SQ *BRUEGGERS BAGELS #413 San Diego CA	11.52
06/20	SQ *BRUEGGERS BAGELS #413 San Diego CA	8.27
06/19	AMERICAN AI 0010629712785 800-433-7300 TX	80.55
06/20	AGENT FEE 8900840443344 MCA TRAVEL IN NJ	31.95
06/20	AGENT FEE 8900840443345 MCA TRAVEL IN NJ	31.95
06/22	SQ *BRUEGGERS BAGELS #413 San Diego CA	11.02
06/21	COFFEE N TALK BROADWAY SAN DIEGO CA	19.83
06/21	PAY*STONEBRE 760-2947899 CA	35.77
06/23	INTERCONTINENTAL SD F&B SAN DIEGO CA	79.65
06/22	AMERICAN AI 0010629912747 800-433-7300 TX	39.91
06/24	CURB PHILLY TAXI QUEENS NY	33.05
06/23	TST* THE CRACK SHACK - LI SAN DIEGO CA	22.99
06/23	AMERICAN AI 0014415889031 800-433-7300 TX	30.00
06/23	AMERICAN AI 0014415889032 800-433-7300 TX	40.00
06/25	LYFT *RIDE FRI 8PM 855-865-9553 CA	11.99

**REDACTED**  
 DAVID NAGDEMAN  
**REDACTED**

**REDACTED**

06/10	TST* Underbelly - Little San Diego CA	171.97
06/11	THE GUILD HOTEL SAN DIEGO 619-7956000 CA	640.11
06/12	SQ *BRUEGGERS BAGELS #413 San Diego CA	15.29
06/11	MENDOCINO FARMS #32 SAN DIEGO CA	138.10
06/13	SQ *BRUEGGERS BAGELS #413 San Diego CA	15.29
06/14	SQ *BRUEGGERS BAGELS #413 San Diego CA	11.57
06/15	SQ *BRUEGGERS BAGELS #413 San Diego CA	13.88
06/16	7-ELEVEN 33569 SAN DIEGO CA	7.21
06/16	SQ *BRUEGGERS BAGELS #413 San Diego CA	27.90
06/19	LANDINI'S 2 SAN DIEGO CA	217.53
06/20	SQ *BRUEGGERS BAGELS #413 San Diego CA	12.28
06/20	AGENT FEE 8900840443340 MCA TRAVEL IN NJ	31.95
06/20	AGENT FEE 8900840443341 MCA TRAVEL IN NJ	31.95
06/20	TST* Ironside San Diego CA	59.31
06/14	MENDOCINO FARMS #32 SAN DIEGO CA	44.31
06/14	MENDOCINO FARMS #32 SAN DIEGO CA	13.95
06/20	MENDOCINO FARMS #32 SAN DIEGO CA	21.48
06/22	SQ *BRUEGGERS BAGELS #413 San Diego CA	12.28
06/21	COFFEE N TALK BROADWAY SAN DIEGO CA	17.00
06/21	BALI HAI RESTAURANT 619-2228443 CA	26.50
06/23	NAYAX VENDING 49 HUNT VALLEY MD	6.00
06/22	AGENT FEE 8900840458367 MCA TRAVEL IN NJ	31.95
06/23	TST* THE CRACK SHACK - LI SAN DIEGO CA	30.66
06/22	AGENT FEE 8900840458368 MCA TRAVEL IN NJ	31.95
06/23	TST* THE CRACK SHACK - LI SAN DIEGO CA	169.91
06/23	NAYAX VENDING 49 HUNT VALLEY MD	6.00
07/03	JENNIFER TREADO#1015 treadojr@gmail AZ	304.19



**REDACTED**  
 JOHN GROGAN  
**REDACTED**

**REDACTED**

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Manage your account online at : [www.chase.com/card](http://www.chase.com/card)

Customer Service: 1-800-945-2028

Mobile: Download the Chase Mobile® app today

**ACCOUNT ACTIVITY (CONTINUED)**

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
	<b>REDACTED</b>	
06/13	COFFEE N TALK BROADWAY SAN DIEGO CA	8.84
06/13	AMERICAN AIR0012600924784 FORT WORTH TX 061323 1 Y EBC FEE	130.00
	<b>REDACTED</b>	
06/14	THE GUILD HOTEL SAN DIEGO SAN DIEGO CA	2,984.65
	<b>REDACTED</b>	
	<b>REDACTED</b>	

2023 Totals Year-to-Date	
Total fees charged in 2023	<b>REDACTED</b>
Total interest charged in 2023	<b>REDACTED</b>

Year-to-date totals do not reflect any fee or interest refunds you may have received.

**INTEREST CHARGES**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
<b>PURCHASES</b>			
Purchases			
<b>CASH ADVANCES</b>			
Cash Advances			
<b>BALANCE TRANSFERS</b>			
Balance Transfers			

**30 Days in Billing Period**

(v) = Variable Rate  
 (d) = Daily Balance Method (including new transactions)  
 (a) = Average Daily Balance Method (including new transactions)  
 Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.



Manage your account online at [www.chase.com/cardink](http://www.chase.com/cardink)

Customer Service: 1-800-945-2028

Mobile: Download the Chase Mobile app today

September 2023						
S	M	T	W	T	F	S
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
1	2	3	4	5	6	7

New Balance  
**REDACTED**  
Minimum Payment Due  
**REDACTED**  
Payment Due Date  
**09/05/23**

**CHASE ULTIMATE REWARDS®  
SUMMARY**  
**REDACTED**

**Late Payment Warning:** If we do not receive your minimum payment by the due date, you may have to pay a late fee, and existing and new balances may become subject to the Default APR.

**Minimum Payment Warning:** Enroll in Auto-Pay and avoid missing a payment. To enroll, go to [www.chase.com](http://www.chase.com)

**ACCOUNT SUMMARY**

Account Number:	<b>REDACTED</b>
Previous Balance	<b>REDACTED</b>
Payment, Credits	<b>REDACTED</b>
Purchases	<b>REDACTED</b>
Cash Advances	<b>REDACTED</b>
Balance Transfers	<b>REDACTED</b>
Fees Charged	<b>REDACTED</b>
Interest Charged	<b>REDACTED</b>
<b>New Balance</b>	<b>REDACTED</b>
Opening/Closing Date	07/12/23 - 08/11/23
Revolving Credit Amount	<b>REDACTED</b>
Available Credit	<b>REDACTED</b>
Cash Access Line	<b>REDACTED</b>
Available for Cash	<b>REDACTED</b>
<b>Past Due Amount</b>	<b>REDACTED</b>
<b>Balance over the Credit Access Line</b>	<b>REDACTED</b>

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Page 1 of 3

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WILMINGTON, DE 19850-5123  
For Undeliverable Mail Only

Make your payment at [chase.com/paycard](http://chase.com/paycard)

42463153260511150000990000991313000000007

**Payment Due Date:** 09/05/23  
**New Balance:** \$9,913.13  
**Minimum Payment Due:** \$99.00





Account number: 4246 3153 2605 1115

\$ \_\_\_\_\_ Amount Enclosed  
Make/Mail to Chase Card Services at the address below:

03391 BEX Z 22323 C  
HOWARD LANGER  
LANGER GROGAN & DIVER PC  
1717 ARCH ST STE 4020  
PHILADELPHIA PA 19103-2739

CARDMEMBER SERVICE  
PO BOX 1423  
CHARLOTTE NC 28201-1423

⑆ 5000 160 28⑆ 15953 260 5 1 1 54⑈

To contact us regarding your account:			
 <b>Call Customer Service:</b> In U.S. 1-800-945-2028 Spanish 1-888-795-0574 Pay by phone 1-800-436-7958 International 1-480-350-7099 We accept operator relay calls	 <b>Send inquiries to:</b> P.O. Box 15298 Wilmington, DE 19850-5298	 <b>Mail Payments to:</b> P.O. Box 1423 Charlotte, NC 28201-1423	 <b>Visit Our Website:</b> <a href="http://www.chase.com/cardhelp">www.chase.com/cardhelp</a>

**Information About Your Account**

**Making Your Payments.** The amount of your payment should be at least your minimum payment due, payable in U.S. dollars and drawn on or payable through a U.S. financial institution or the U.S. branch of a foreign financial institution. You can pay down balances faster by paying more than the minimum payment or the total unpaid balance on your account.

You may make payments electronically through our website or by use of our customer service phone numbers above. In using any of these channels, you are authorizing us to withdraw funds as a one-time electronic funds transfer from your bank account. In our automated phone system, this authorization is provided via entry of a personal identification number. You may revoke this authorization by canceling your payment through our website or customer service telephone numbers prior to the payment processing. If we receive your completed payment request through one of these channels by 11:59 p.m. Eastern Time, we will credit your payment as of that day. If we receive your request after 11:59 p.m. Eastern Time, we will credit your payment as of the next calendar day. If you specify a future date in your request we will credit your payment as of that day.

If you pay by regular U.S. mail to the Payments address shown on this statement, write your account number on your check or money order and include the payment coupon in the envelope. Do not send more than one payment or coupon per envelope. Do not staple, clip or tape the documents. Do not include correspondence. Do not send cash. If we receive your properly prepared payment on any day by 5 p.m. local time at our Payments address on this statement, we will credit to your account that day. If your payment is received after 5 p.m. local time at our Payments address on this statement, we will credit it to your account as of the next calendar day.

For all other payments or for any payment type above for which you do not follow our payment instructions, crediting of your payments may be delayed for up to 5 days.

**Account Information Reported To Credit Bureaus:** We may report information about your Account to credit bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report. If you think we have reported inaccurate information to a credit bureau, please write to us at Chase Card Services P.O. Box 15369, Wilmington, DE 19850-5369.

**To Service And Manage Any Of Your Account(s):** By providing my mobile phone number, I am giving permission to be contacted at that number about all of my accounts by JPMorgan Chase and companies working on its behalf. My consent allows the use of text messages, artificial or prerecorded voice messages and automatic dialing technology for informational and account servicing, but not for sales or telemarketing. Message and data rates may apply.

**Authorization To Convert Your Check To An Electronic Transfer Debit:** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check. Your bank account may be debited as soon as the same day we receive your payment. You will not receive your check back from your institution.

**Conditional Payments:** Any payment check or other form of payment that you send

us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to Card Services, P.O. Box 15049, Wilmington, DE 19850-5049. We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute or if any such check is received at any other address, we may accept the check and you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make should be sent to the regular Payment address shown on this statement.

**Annual Renewal Notice:** If your Account Agreement has an annual membership fee, you are responsible for it every year your Account is open. We will add your annual membership fee to your monthly billing statement once a year, whether or not you use your account. Your annual membership fee will be added to your purchase balance and may incur interest. The annual membership fee is non-refundable unless you notify us that you wish to close your account within 30 days or one billing cycle (whichever is less) after we provide the statement on which the annual membership fee is billed. Your payment of the annual membership fee does not affect our rights to close your Account and to limit your right to make transactions on your Account. If your Account is closed by you or us, the annual membership fee will no longer be billed to your Account.

**Calculation Of Balance Subject To Interest Rate:** To figure your periodic interest charges for each billing cycle when a daily periodic rate(s) applies, we use the daily balance method (including new transactions). To figure your periodic interest charges for each billing cycle when a monthly periodic rate(s) applies, we use the average daily balance method (including new transactions). For an explanation of either method, or questions about a particular interest charge calculation on your statement, please call us at the toll free customer service phone number listed above.

**We calculate periodic interest charges separately for each feature** (for example purchases, balance transfers, cash advances or overdraft advances). These calculations may combine different categories with the same periodic rates. Variable rates will vary with the market based on the Prime Rate or such index described in your Account Agreement. There is a transaction fee for each balance transfer, cash advance, or check transaction in the amount stated in your Account Agreement. There is a foreign transaction fee of 3% of the U.S. dollar amount of any foreign transaction for some accounts. Please see your Account Agreement for information about these fees.

**Interest Accrual:** We accrue periodic interest charges on a transaction, fee or interest charge from the date it is added to your daily balance until payment in full is received on your account.

**Credit Limit:** If you want to inquire about your options to help prevent your account from exceeding your credit limit, please call the number on the back of your card.

**Payment Allocation:** When you make a payment, generally, we first apply your minimum payment to the balance on your monthly statement with the lowest APR. Any payment above your minimum payment would generally then be applied to the balance on your monthly statement with the highest APR first. If you do not pay your balance in full each month, you may not be able to avoid interest charges on new purchases.



DA05042021

To manage your account, including card payments, alerts, and change of address, visit [www.chase.com/cardhelp](http://www.chase.com/cardhelp) or call the customer service number which appears on your account statement.





Manage your account online at : [www.chase.com/card Ink](http://www.chase.com/card Ink)

Customer Service: 1-800-945-2028

Mobile: Download the Chase Mobile® app today

### ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
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**REDACTED**

07/17	AMERICAN AIR0010631577751 FORT WORTH TX	38.52
	072123 1 V PHL SAN	
	2 V SAN PHL	
07/17	AMERICAN AIR0012463961079 FORT WORTH TX	365.90
	072123 1 V PHL SAN	
	2 V SAN PHL	

**REDACTED**

08/01	TRANSPERFECT 212-689-5555 NY	805.45
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**REDACTED**

JOHN GROGAN

**REDACTED**

**REDACTED**

**ACCOUNT ACTIVITY (CONTINUED)**

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
<b>REDACTED</b>		

2023 Totals Year-to-Date	
Total fees charged in 2023	REDACTED
Total interest charged in 2023	REDACTED

Year-to-date totals do not reflect any fee or interest refunds you may have received.

**INTEREST CHARGES**

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
<b>PURCHASES</b>			
Purchases		REDACTED	
<b>CASH ADVANCES</b>			
Cash Advances		REDACTED	
<b>BALANCE TRANSFERS</b>			
Balance Transfers		REDACTED	

31 Days in Billing Period

(v) = Variable Rate  
 (d) = Daily Balance Method (including new transactions)  
 (a) = Average Daily Balance Method (including new transactions)  
 Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.



**This Statement is a Facsimile - Not an original**