

PRISON POLICY INITIATIVE

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August 31, 2022

Marlene Dortch, Secretary

Federal Communications Commission

45 L St., NE

Washington, DC 20554

VIA ECFS ONLY

Re: Rates for Interstate Inmate Calling Services, WCB Dkt. No. 12-375

Ex Parte filing: consumer prepaid accounts

Dear Ms. Dortch:

Pursuant to § 1.1.206(b)(2) of the Commission's rules of practice and procedure, the Prison Policy Initiative ("PPI") submits the following *ex parte* filing as part of the above-captioned proceeding.

On several previous occasions PPI has urged the Commission to enact rules to protect consumer prepaid accounts held by inmate calling service ("ICS") carriers.¹ Specifically, we have pointed to the common practice of carriers seizing prepaid funds after an arbitrary "inactivity" period. We have encouraged the adoption of a rule that would prevent carriers from seizing such funds and instead require turnover of inactive funds to an appropriate state agency pursuant to applicable unclaimed property law.

We write today to provide recently released evidence of just how much money consumers lose as a result of prepaid account seizures. As detailed below, evidence indicates that Global Tel*Link Corporation ("GTL"), one of the two dominant ICS carriers, has seized well over \$121 million from consumers since 2011.

GTL recently settled a class action lawsuit in the U.S. District Court for the Northern District of Georgia, *Githieya v. Global Tel*Link Corp.*, Case No. 15-cv-986-AT. As part of the settlement process, Ian Ratner, a consultant for class counsel, reviewed GTL's internal financial reports that track the revenue

¹ PPI [Ex Parte Filing re Protection of Consumer Prepaid Funds](#) (May 6, 2022); PPI [Opening Comments on Third Mandatory Data Collection](#) at 15-16 (Nov. 4, 2021); PPI [Reply Comments on Fifth FNPRM](#) at 29-30 (Dec. 17, 2021).

the company has recognized as a result of seizing “inactive” customer accounts.

Mr. Ratner filed a declaration explaining his findings, along with a report listing monthly totals for such revenue for the period April 2011 through August 2019 (the “Ratner Declaration”).² A true and correct copy of the Ratner Declaration is attached hereto as **Exhibit 1**.

The information in the Ratner Declaration provides a vivid illustration of how much money ICS carriers gain by seizing inactive accounts in derogation of state unclaimed property laws. For the entire period from April 2011 through August 2019, GTL’s *monthly* revenue from account seizures averaged \$1.2 million. GTL’s total *annual* revenue for the seven complete calendar years during the aforementioned period ranged from \$13.8 million to \$15.2 million, as shown in **Figure 1**.

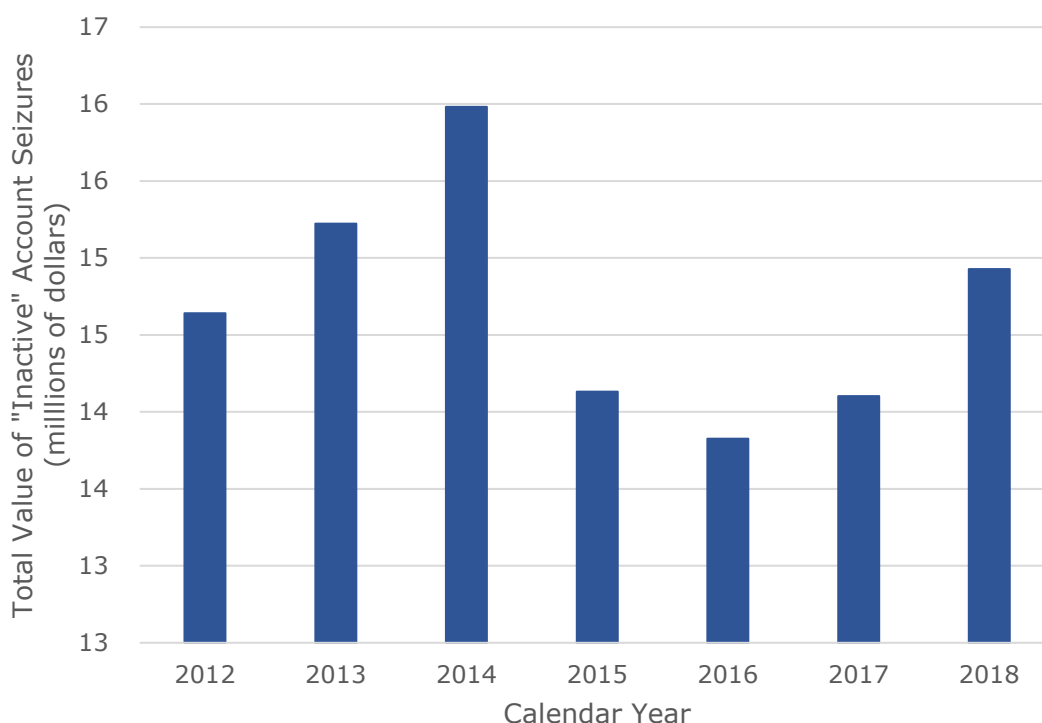


Figure 1. GTL's Historic Revenue from Prepaid Account Seizures

² Mr. Ratner actually examined GTL seizure revenue from April 2011 through January 2022. GTL argued that all such amounts should be redacted from public filings. The court disagreed, ordering that all amounts prior to September 2019 be filed on the public docket. *See Githieya v. GTL*, Case No. 15-cv-986-AT, Order re Motion to File Under Seal, ECF No. 361 (N.D. Ga. Aug. 22, 2022). Accordingly, class counsel refiled a modified version of the Ratner Declaration (the version attached to this filing), which allows readers to examine monthly seizure amounts from April 2011 through August 2019 while redacting amounts from September 2019 onward.

When comparing GTL's revenue from seized funds to its overall revenue (in years for which PPI has such data), it appears that GTL routinely derives 2.5% – 2.8% of its total annual revenue from seizing inactive accounts (see **Table 1**).

Table 1. GTL's Total Net Revenue Compared to Revenue from Seized Prepaid Accounts

Year	Net Revenue (\$)	Seizure Revenue	
		Amount (\$)	% of Net Revenue
2013	564,662,032	15,223,357	2.7%
2014	570,778,464	15,982,359	2.8%
2015	560,366,089	14,131,214	2.5%
2016	536,441,095	13,826,348	2.6%

Sources: Net revenue comes from GTL financial statements collected at <https://www.prisonpolicy.org/phones/financials/>. Seizure revenue comes from Exhibit 1 to the Ratner Declaration, attached hereto

According to the operative complaint in the *Githieya* case, GTL's policy since 2009 has been to declare customer accounts inactive after either 90 or 180 days of inactivity.³ The court-approved settlement, among other things, requires GTL to implement a uniform policy under which no account can be seized until at least 180 days of inactivity.⁴ While this new policy (along with the other monetary and non-monetary relief provided under the terms of the *Githieya* settlement) represents the best result that skilled counsel was able to negotiate in the context of litigation, it should not act as a limit on the Commission's efforts to protect consumer prepaid funds—to the contrary, the Commission should promulgate comprehensive rules that protect customers of *all* ICS carriers and that prohibit seizure of any funds, regardless of account inactivity.

The Commission has set ICS calling rates and fees with the goal of providing reasonable rates to customers and allowing carriers to earn a reasonable profit. The efficacy of this rate-setting process is called into question to the extent that carriers can reap additional revenue by seizing customer accounts. Such accounts should be kept active, refunded to customers, or turned over to unclaimed property administrators. The current practice of carrier seizures constitutes unjust enrichment and is functionally equivalent to inactivity fees that the Commission purported to ban in 2015. As the evidence accompanying the Ratner Declaration shows, the amount of money that carriers can pocket from prepaid account seizures is material.

³ Ratner Decl. ¶ 6(d)

⁴ *Id.* ¶ 7

We encourage the Commission to act quickly to protect consumer prepaid funds and end this unfair practice.

Sincerely,



Stephen Raher
General Counsel

Attachment

cc (via email): Chairwoman Jessica Rosenworcel
Commissioner Brendan Carr
Commissioner Geoffrey Starks
Commissioner Nathan Simington
Ramesh Nagarajan, Office of Chairwoman Rosenworcel
Danielle Thumann, Office of Commissioner Carr
Austin Bonner, Office of Commissioner Starks
William Kehoe, Wireline Competition Bureau
Irina Asoskov, Wireline Competition Bureau

Exhibit 1

Declaration of Ian Ratner

*Githieya v. Global Tel*Link Corp.*
Case No. 15-cv-986-AT (N.D. Ga.)

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

BENSON GITHIEYA, *et al.*,

Plaintiffs,

v.

GLOBAL TEL LINK CORP.,

Defendant.

CIVIL ACTION NO:
1:15-CV-00986-AT

**PLAINTIFFS' NOTICE OF FILING OF
REVISED PUBLIC VERSION OF THE DECLARATION OF IAN RATNER**

Pursuant to the Court's Order (dkt. 361), Plaintiffs hereby give notice of the filing of a revised public version of the Declaration of Ian Ratner ("Ratner Declaration"), which Plaintiffs originally filed on April 1, 2022 as Exhibit B to Class Counsel's Motion for Attorneys' Fees, Costs, and Expenses (dkt. 338-2). As the Court instructed, the revised publicly filed version of the Ratner Declaration attached hereto has GTL's gross breakage revenue redacted only from September 1, 2019 and onward.

Respectfully submitted this 23rd day of August, 2022.

/s/ Michael A. Caplan

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Counsel for Plaintiffs and the Class

CERTIFICATE OF SERVICE

I hereby certify that, on this day, I caused a true and correct copy of the foregoing document to be filed with the clerk's office using this Court's CM/ECF system, which will automatically send notice of such filing to all counsel of record.

This 23rd day of August, 2022.

/s/ Michael A. Caplan

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Counsel for Plaintiffs and the Class

Exhibit B

Declaration of Ian Ratner

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

In Re: Benson Githieya, et al.,

Plaintiff(s),
v.

Global Tel*Link Corporation,

Defendant

C.A. No. 1:15-CV-00986-AT

DECLARATION OF IAN RATNER, CPA, CA, CBV, CPA/ABV, ASA, CFE

1. I am a CPA with over 30 years of experience in Public Accounting, Forensic Accounting, Business Valuations, Due Diligence Services, Corporate Finance and Bankruptcy Consulting. I co-founded GlassRatner in 2001 with Ron Glass. In 2018, GlassRatner merged with B. Riley Financial, Inc. and in September 2020 we changed our operating name to B. Riley Advisory Services. Prior to founding GlassRatner, I held senior leadership positions with Kroll Inc., a worldwide risk mitigation firm, and the Financial Advisory Services practice at Ernst & Young.

2. My practice is diverse and includes assignments such as Special Master, Receiver and other fiduciary roles, creditor committee representations, due diligence engagements, monitoring borrowers on behalf of lenders, serving as liquidating agent, and leading difficult multi-bank restructuring assignments on behalf of borrowers. In the forensic accounting area, I have served as an expert in a wide variety of complex commercial litigation cases, class actions, valuation, and solvency disputes. I have testified at trials, arbitrations, and depositions on more than 150 occasions. I have worked on matters throughout the United States and the Caribbean on behalf of both law firms and government agencies, such as the Department of Justice, as well as Fortune 500 companies.

3. I have attached my Curriculum Vitae as **Appendix 1** to this Declaration, which sets out additional information about my qualifications and a list of cases where I have provided testimony.

4. I have significant experience in matters involving examination and analysis of complex and

voluminous data as well as the valuation of contractual benefits.

1.0 Background of the Litigation and Settlement Agreement¹

5. This action was brought by multiple persons individually and on behalf of similarly situated individuals (“**Plaintiffs**”) against Global Tel*Link (collectively “**GTL**” or the “**Defendant**”) related to GTL’s policy relating to the removal of balances from accounts inactive for up to 180 days (“**Breakage**”) for account holders that created their accounts through GTL’s interactive-voice-response (“**IVR**”) system. The operative Fourth Amended Class Action Complaint (the “**Complaint**”), dated December 29, 2021, was filed by Class Counsel (“**Counsel**”) on behalf of Benson Githieya, Darlene Byers, Nellie Lockett, Michelle Mendoza, Betty Davis, Adrian Mohamed, Sarai Morris, and similarly situated parties (collectively, the “**Plaintiffs**” or “**Named Plaintiffs**”).

6. The Complaint alleged that:

- a) Each Plaintiff deposited money into his or her AdvancePay account by entering his or her credit card information into the IVR system over the phone.²
- b) Each Plaintiff established his or her AdvancePay account and deposited money into his or her AdvancePay account using GTL’s IVR system.³
- c) Plaintiffs did not agree to any term which permitted GTL to take their remaining balance after a period of inactivity.⁴
- d) Since 2009 or earlier, GTL has maintained a policy of classifying an AdvancePay account as “inactive” if the account does not have activity for a period of 90 or 180 days (“**Inactivity Policy**”). Upon classifying the account as “inactive”, GTL reduces any outstanding balance in the account to \$0.00 and converts any unused funds to revenue.⁵
- e) More than 95% of all AdvancePay accounts are subject to the Inactivity Policy.⁶

¹ Unless otherwise specified, the facts as cited in this Background of the Litigation and Settlement Agreement Section (1.0) are based in large part on the Complaint.

² The Complaint, ¶44.

³ The Complaint, ¶45.

⁴ The Complaint, ¶51.

⁵ The Complaint, ¶55 – 56.

⁶ The Complaint, ¶58.

7. We understand the parties agreed to settle this matter following mediation and are seeking the Court's approval of the terms of the Settlement Agreement that includes both monetary and non-monetary settlement terms. Broadly, the Defendants have agreed to pay up to \$67,000,000 in cash and credits into a Settlement Fund for the monetary portion of the settlement, subject to various terms and conditions of the Settlement Agreement. The non-monetary terms and conditions of the Settlement Agreement, which I understand are expected to begin being implemented in the third or fourth quarter of 2022 and to continue for a period of at least five years,⁷ include:

iii. *Lengthen Baseline Inactivity Policy to 180 Days.* Within 120 days of the Effective Date and continuing throughout the Compliance Term, and subject to the provisions of Section IV.E, GTL shall adopt a baseline policy that lengthens the period of time before the Inactivity Policy will be applied to any AdvancePay Account from 90 days to 180 days nationwide. On a prospective basis, GTL will identify its baseline policy as maintaining AdvancePay Accounts in an active status until the 181st day of inactivity. Within 120 days of the Effective Date, GTL will initiate the process of taking actions as required by law and regulation, including but not limited to changing tariffs where necessary as determined solely by GTL, to reflect this amended 180-day Inactivity Policy. Within 120 days of the Effective Date and continuing through the Compliance Term, GTL will add to and maintain on the homepage of its relevant website a banner that shall state: "Please be advised, once created, your AdvancePay account will become inactive after 180 consecutive days of inactivity or non-use unless such time is shorter or longer based on governing law or contract. If an account is used by the account holder at any point in the inactivity period, the inactivity period will be reset. Information regarding reactivation of an account and refunds are detailed in the terms of use and can be discussed with customer service. If your contact information is provided to GTL, and you opt-in to receiving notification messages, you will receive notice of the scheduled expiration of your account no later than 30 days before the account expires." GTL will maintain this baseline Inactivity Policy and required website posting throughout the Compliance Term.

iv. *Notice of and Assent to Baseline Inactivity Policy in IVR Account-Establishment Process.* Within 120 days of the Effective Date, and continuing throughout the Compliance Term, GTL agrees to and will incorporate into its IVR

⁷ ECF 326-1 -- Settlement Agreement, Section IV. D. ii.

Script a disclosure that (1) describes the baseline Inactivity Policy and expressly discloses that the AdvancePay Account may become inactive and, upon becoming inactive, any remaining funds may be subject to forfeiture; and (2) states that any unused funds remaining in the AdvancePay Account can be refunded by contacting customer service at any time within the period of time established by the baseline Inactivity Policy. The IVR shall require an AdvancePay Account holder who creates an account by IVR to manifest assent to the baseline Inactivity Policy by pressing a button. It is understood and agreed that GTL may also reference other terms and conditions in connection with such assent.

v. *Notice on AdvancePay Website.* Beginning 120 days after the Effective Date and continuing throughout the Compliance Period, GTL will maintain on the homepage of its relevant website an enhanced disclosure and explanation of its baseline Inactivity Policy set forth above in Section IV.D.iii, along with instructions for how to (i) reopen an AdvancePay Account that has been affected by the Inactivity Policy and (ii) obtain a refund of unused funds.

vi. *Notice of Baseline Inactivity Policy in Other Communications.* Throughout the Compliance Term, GTL will include enhanced disclosures similar to those set forth in Section IV.D.iii in connection with any materials that market or advertise AdvancePay Accounts that are printed and distributed more than 120 days after the Effective Date.

vii. *Training of Customer Service Personnel.* Within 120 days of the date on which the Final Approval Order becomes Final, GTL will revise its operative training documents to include enhanced disclosures regarding its inactivity and refund policies similar to those set forth in Section IV.D.iii. Within 45 days of the Effective Date, GTL will train all current GTL call-center and customer-service personnel regarding the changes to GTL's Inactivity Policy and its refund policy that are implemented or are to be implemented under this Settlement Agreement. Throughout the Compliance Term, GTL will provide such training to all new call-center and customer-service personnel hired more than 45 days after the Effective Date.

viii. *Refund Policy.* GTL shall permit any individual to obtain a refund of any balance remaining in any AdvancePay Account at any time during the period of time the account remains active; provided, however, this paragraph shall not be

a limitation on the separate and distinct relief provided in Section IV.C.ii of this Settlement Agreement.

ix. *Pre-Forfeiture Notification.* Within 120 days of the Effective Date, GTL will provide AdvancePay Accountholders the opportunity to opt into receiving pre-forfeiture notification via text message that will inform the AdvancePay Accountholder that any balance remaining in his or her AdvancePay Account is subject to forfeiture in 30 days if the account remains inactive and that the AdvancePay Accountholder may request a refund of the remaining balance within those 30 days. In order to receive the pre-forfeiture notice by text message, an AdvancePay Accountholder must provide GTL with his or her cellular phone number and affirmatively agree to receive notifications by text message. For AdvancePay Accountholders who will be impacted by GTL's Inactivity Policy in less than 30 days from the date on which GTL provides the opt-in notice described above, GTL will send a one-time pre-forfeiture notification by text message that indicates that his or her account will expire in the next 30 days if the account remains inactive or the accountholder does not seek either a refund or to reactivate the account. In addition, GTL will undertake best efforts to provide, within 120 days of the date on which the Final Approval Order becomes Final (but not later than 180 days), an opportunity for AdvancePay Accountholders to opt into pre-forfeiture notices by email pursuant to a similar process as set forth above for pre-forfeiture notice by text messages, and GTL shall provide a similar pre-forfeiture email to any AdvancePay Accountholder who so opts in. The parties will jointly request that the Court's final order approving the settlement will include an express finding that this text or other notice shall not be deemed a marketing communication or a violation of the Telephone Consumer Protection Act ("TCPA").⁸

2.0 Mandate

8. I have been retained by Class Counsel to provide an estimation of the values of certain aspects of the Settlement Agreement, including:

- (i) An estimation of the total value of the non-monetary relief provided under the Settlement Agreement, which includes the estimated value of the total inactivity

⁸ ECF 326-1 -- Settlement Agreement, Section IV. D. iii – ix.

revenues which GTL would have taken from its accountholders in alleged breach of contract if there were no Settlement Agreement; and

- (ii) An estimation of the reduction in inactivity revenues charged to GTL's customers as a result of GTL adopting a baseline policy that lengthens the period of time before an account will be deactivated from 90 days to 180 days nationwide.

3.0 Estimated Total Value of Non-Monetary Relief

9. I reviewed the information regarding GTL's Breakage revenue obtained in discovery as a basis for estimating the total Breakage which GTL would have recognized as revenue if there were no Settlement Agreement. GTL provided nationwide amounts of Breakage revenue recognized for the period April 2011 to January 2022 (see ***Exhibit 1***).

10. To estimate the Breakage revenue which GTL would have recognized over the five-year Compliance Term⁹ if there were no Settlement Agreement, I analyzed GTL's historical Breakage revenue. I observed that GTL's Breakage revenue exhibited seasonality, in that monthly Breakage revenue amounts varied from month to month. Thus, an accurate analysis of growth in GTL's Breakage revenue should compare periods with the same months in subsequent years.

11. I summarize the most recent twelve months of GTL Breakage revenue on ***Exhibit 1***. This period begins February 2021 and ends January 2022, and totals [REDACTED]. I also summarize the previous twelve months, the period beginning February 2020 and ending January 2021, which had [REDACTED] Breakage revenue, also summarized on ***Exhibit 1***. I compared the two twelve month periods and calculated that GTL Breakage revenue increased 17.1% year in the most recent 12 months compared to the prior twelve months ($[REDACTED] / [REDACTED] - 100\% = 17.1\%$).

12. I estimated what GTL's Breakage revenue would have been without the Settlement Agreement under three scenarios:

- (i) First, I assumed GTL would have had the same Breakage revenue as in the most recent twelve months.
- (ii) Second, I assumed that GTL's Breakage revenue would have grown for the next five years at the same rate as in the last twelve months.

⁹ As defined in ECF 326-1 -- Settlement Agreement, Section II. Q. as the period of five years following the Effective Date of the Settlement Agreement.

(iii) Third, I assumed that GTL's Breakage revenue would have grown at 5% per year for the next five years.

13. **Table 1** below estimates the Breakage revenue GTL would have recognized over the five years beginning August 2022 (assuming August 1, 2022 will be the Effective Date) under these three assumptions:

- (i) If GTL's Breakage revenue continued in the same amount as the most recent twelve months, as derived above,
- (ii) If GTL's Breakage revenue continued to grow at 17.1% year-over-year as in the most recent twelve months for which we have data; and
- (iii) Alternatively, if GTL's Breakage revenue grew at a rate of 5% annual rate.

Table 1

Estimated Breakage Revenue If No Settlement Agreement			
Period	Estimated GTL Breakage Revenue Same As Most Recent 12 Months Ending January 2022	Estimated GTL Breakage Revenue Assuming 17.1% Growth Rate [1]	Estimated GTL Breakage Revenue Assuming 5% Growth Rate [1]
August 2022 - July 2023		\$18,184,521	\$17,173,473
August 2023 - July 2024		21,288,419	18,032,147
August 2024 - July 2025		24,922,117	18,933,754
August 2025 - July 2026		29,176,048	19,880,442
August 2026 - July 2027		34,156,078	20,874,464
Five Year Total	\$83,773,040	\$127,727,184	\$94,894,280
[1] - Growth calculated in the first year is one-half of the annual rate as August 2022 is one-half year after the last historical data used, January 2022			

14. **Table 1**, in the first column, shows that if GTL's Breakage revenue continued with the same annual amount as in the most recent twelve months, GTL's Breakage revenue would have totaled \$83,773,040 for the five years beginning August 2022. If instead, GTL's Breakage revenue continued to grow at 17.1% annually as in the most recent twelve months, the second column shows GTL's Breakage revenue would have totaled \$127,727,184 for the five years beginning August 2022. If GTL's Breakage revenue grew at 5.0% annually, the third column shows GTL's Breakage revenue would have totaled \$94,894,280 for the five years beginning August 2022.

15. The Complaint alleged that GTL breached its contracts with accountholders by taking Breakage revenue from customers without obtaining account holders' consent to the terms of GTL's Breakage policy. As a result of the Settlement Agreement, GTL has agreed, among other things, to (i) clearly disclose the revised Breakage policy during the account establishment process and in other communications to accountholders; (ii) obtain the assent of accountholders during the account establishment process; and (iii) provide accountholders the opportunity to be provided 30-days advance notice before GTL charges Breakage revenue. These changes to GTL's policies result in avoidance of a breach of contract in connection with the Breakage policy.

16. As set forth above, absent the Settlement Agreement, I estimate that GTL would have charged \$83,773,040 to \$127,727,184 in Breakage revenue in alleged violation of the GTL's contracts with accountholders. Because the Settlement Agreement results in avoidance of such breach of contract, in my opinion, the value of the non-monetary benefits of the settlement range from \$83,773,040 to \$127,727,184.

4.0 Estimation of the Reduction in GTL Breakage Revenue from GTL Lengthening the Period Before an Account Will Be Deactivated from 90 days to 180 days

17. I used information gleaned by analyzing individual-level account records provided by GTL for customers from whom GTL took deposits as Breakage revenue for the 16-month period March 2020 to June 2021 to estimate the amount of Breakage revenue that will be avoided altogether if the inactivity period is lengthened from 90 days to 180 days. Typically, GTL Breakage revenue prior to the Settlement Agreement were amounts taken from class members' accounts after 90 days of inactivity. The information obtained included:

- (i) The number of accounts with Breakage revenue in the 16-month period – 2,277,853, and
- (ii) The number of "Breakage events" for these accounts in the 16-month period – 2,439,527.¹⁰

18. Certain GTL account holders who attempted to use their accounts in the 90 days after GTL recognized Breakage revenue from their accounts, and found they had no funds, would have benefited from the lengthening of the inactivity period from 90 to 180 days. The individual-level account records obtained from GTL analyzed for the 16-month period showed the following

¹⁰ On occasion, account holders found their GTL accounts had no funds due to GTL taking the funds due to inactivity (Breakage revenue), leading the account holder to deposit additional funds to their account. If the account is again inactive for another 90 days, GTL took the funds as Breakage revenue a second time, leading some accounts to have multiple "Breakage events" per account.

information for the GTL account holders with some activity in the 90 days following the Breakage event:

- (i) GTL Breakage revenue totaled \$7,115,052,
- (ii) The number of accounts with Breakage – 800,310, and
- (iii) The number of Breakage events for these accounts – 870,089.

19. Both the number of accounts and the number of Breakage events where there was activity in the account within 90 days of the Breakage event are over 35% of the total Breakage counts for the 16-month period.¹¹ Thus, over 35% of GTL's account holders will likely benefit from the lengthening of the period before an account is deactivated.

20. To estimate the benefit to GTL's account holders from lengthening the inactivity period, I first calculated a monthly average amount of Breakage revenue GTL recognized. During the 16-month period for which GTL provided individual-level account records, GTL's Breakage revenue averaged \$444,691 per month on accounts with activity in the 90 days following the Breakage events ($\$7,115,052 / 16 \text{ months} = \$444,691$). As a result of the Settlement Agreement, GTL will likely have a reduction in Breakage revenue of this monthly amount, from which GTL's account holders will benefit, or \$5,336,292 annually ($\$444,691 \times 12 \text{ months} = \$5,336,292$).

21. I estimated the benefit to GTL's account holders from a reduction in GTL's Breakage Revenue during the five-year Compliance Term under three scenarios, consistent with the scenarios used in calculating the total non-monetary benefits of the Settlement Agreement. First, I assumed GTL will have the same annual reduction in Breakage revenue as in the sixteen months analyzed. Second, I assumed the reduction in GTL's Breakage revenue would have grown for the next five years at the same rate as GTL's Breakage revenue increased in the last twelve-month period. Third, I assumed that the reduction in GTL's Breakage revenue would grow larger at 5% per year for the next five years.

22. **Table 2** below estimates the reduction in Breakage revenue GTL will have (and benefit GTL's customers will experience) over the five years beginning August 2022:

- (i) If the reduction in GTL's Breakage revenue continued in the same annual amount as in the 16-month period calculated above,

¹¹ Accounts with Breakage with activity within 90 days of the Breakage event (800,310) / total accounts with Breakage (2,277,853) = 35.1%; Breakage events on accounts with activity within 90 days of Breakage event (870,089) / total Breakage events on accounts with Breakage (2,439,527) = 35.7%.

- (ii) If the reduction in GTL's Breakage revenue grew at 17.1% year-over-year as GTL's Breakage revenue grew in the most recent 12 months for which we have data, and
- (iii) Alternatively, if the reduction in GTL's Breakage revenue grew at 5% year-over-year.

Table 2

Estimated Reduction in Breakage Revenue From Lengthening Period Before Deactivating Accounts			
Period	Estimated Reduction in GTL Breakage Revenue If Same As 16 Months Ending January 2022	Estimated Reduction in GTL Breakage Revenue Assuming 17.1% Growth Rate [1]	Estimated Reduction in GTL Breakage Revenue Assuming 5% Growth Rate [1]
August 2022 - July 2023	\$5,336,292	\$5,791,715	\$5,469,699
August 2023 - July 2024	5,336,292	6,780,297	5,743,184
August 2024 - July 2025	5,336,292	7,937,619	6,030,343
August 2025 - July 2026	5,336,292	9,292,483	6,331,861
August 2022 - July 2027	5,336,292	10,878,608	6,648,454
Five Year Total	\$26,681,460	\$40,680,722	\$30,223,541
[1] - Growth calculated in the first year is one-half of the annual rate as August 2022 is one-half year after the last historical data used, January 2022			

23. The first column of **Table 2** above summarizes the annual estimated reduction in GTL's Breakage revenue, and benefit to GTL's account holders from lengthening the period before an account is inactivated, assuming no change in the annual amount calculated above would be \$26,681,460 for the five years beginning August 2022. If instead, GTL's Breakage revenue grew at a rate of 17.1% year-over-year, as summarized in the second column, the estimated benefit to GTL's account holders from lengthening the period before an account is inactivated would total \$40,680,722 for the five years beginning August 2022. If GTL's Breakage revenue increased at 5.0% year-over-year, the third column shows the GTL account holder benefit from lengthening the period before an account is inactivated would total \$30,223,541 for the five years beginning August 2022.

24. In my opinion, I estimate that accountholders will avoid between \$26,681,460 and \$40,680,722 due to extending the inactivity period from 90 days to 180 days.

6.0 Conclusion

25. In this Declaration I have provided calculations and estimates for the five-year Compliance Term, under several scenarios, for the value of the non-monetary benefits of the Settlement Agreement, and the probable benefits to Class members from the lengthening of the inactivity period by GTL because of the Settlement Agreement.

26. I declare under penalty of perjury that the calculations and estimates set out in this declaration are accurate and are based upon reasonable and supported assumptions to the best of my knowledge.



Ian Ratner, CPA, ABV, ASA, CFE, CA, CBV

March 24, 2022
Date

Exhibit 1 -- GTL Monthly Breakage Revenue

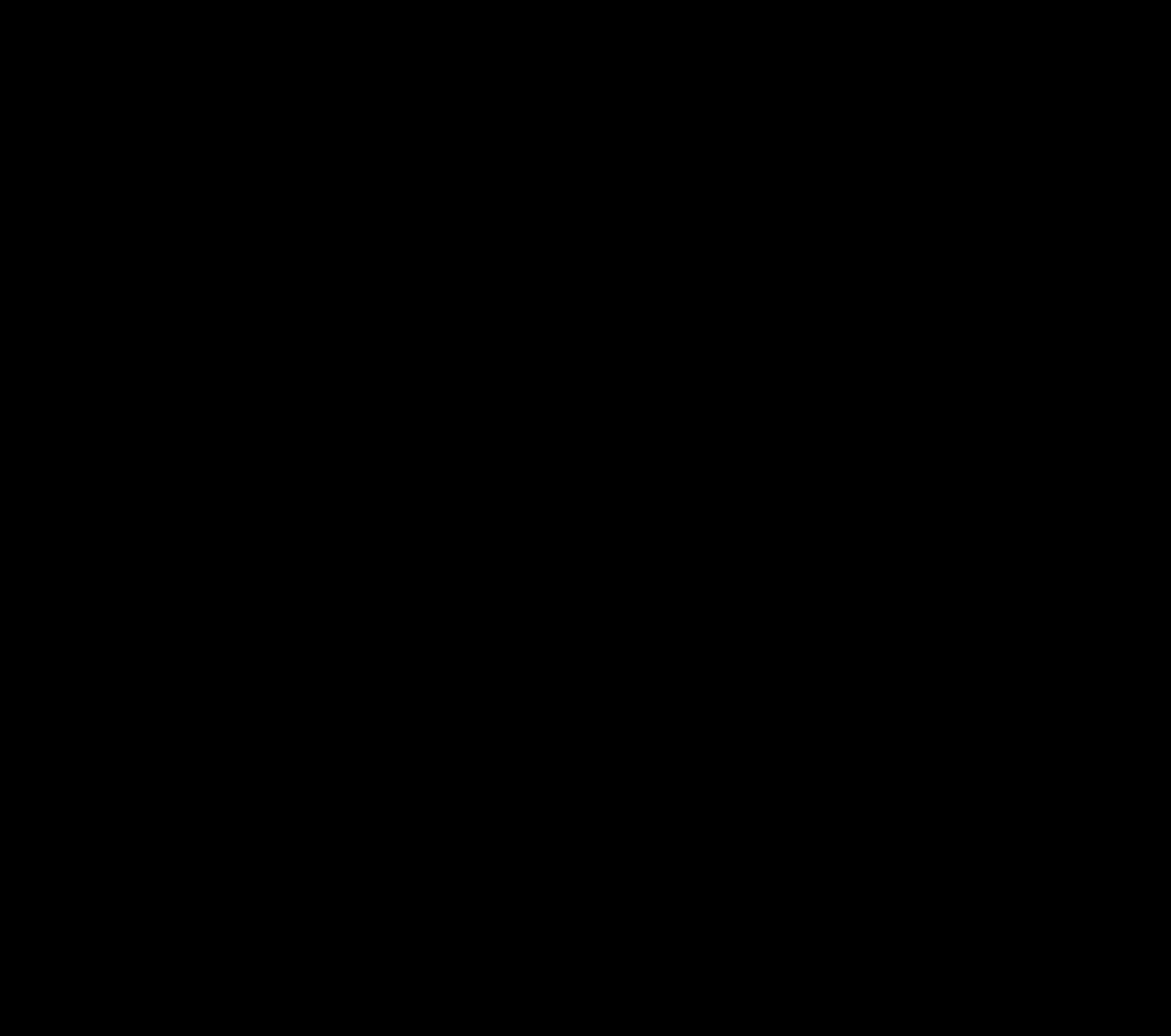
Month/Year	GTL Breakage Revenue	12 Months Ending January 2021	12 Months Ending January 2022
4/1/2011	\$778,331		
5/1/2011	\$1,184,731		
6/1/2011	\$1,251,169		
7/1/2011	\$916,948		
8/1/2011	\$1,291,864		
9/1/2011	\$986,471		
10/1/2011	\$1,007,230		
11/1/2011	\$1,069,830		
12/1/2011	\$1,047,845		
1/1/2012	\$1,134,646		
2/1/2012	\$924,640		
3/1/2012	\$1,025,161		
4/1/2012	\$989,121		
5/1/2012	\$1,268,321		
6/1/2012	\$1,326,004		
7/1/2012	\$1,219,435		
8/1/2012	\$1,196,354		
9/1/2012	\$1,371,930		
10/1/2012	\$1,360,275		
11/1/2012	\$1,515,543		
12/1/2012	\$1,310,494		
1/1/2013	\$1,231,235		
2/1/2013	\$1,000,542		
3/1/2013	\$1,067,105		
4/1/2013	\$1,039,004		
5/1/2013	\$1,283,155		
6/1/2013	\$1,571,525		
7/1/2013	\$1,517,727		
8/1/2013	\$1,377,654		
9/1/2013	\$1,223,314		
10/1/2013	\$1,489,572		
11/1/2013	\$1,087,255		
12/1/2013	\$1,335,269		
1/1/2014	\$1,313,594		
2/1/2014	\$1,076,446		
3/1/2014	\$1,298,720		
4/1/2014	\$1,221,914		
5/1/2014	\$1,638,384		
6/1/2014	\$1,537,014		
7/1/2014	\$1,482,723		
8/1/2014	\$1,412,999		
9/1/2014	\$1,334,446		
10/1/2014	\$1,154,288		
11/1/2014	\$1,145,399		
12/1/2014	\$1,366,432		
1/1/2015	\$1,304,667		
2/1/2015	\$1,209,358		

Exhibit 1 -- GTL Monthly Breakage Revenue

Month/Year	GTL Breakage Revenue	12 Months Ending January 2021	12 Months Ending January 2022
3/1/2015	\$936,977		
4/1/2015	\$1,218,172		
5/1/2015	\$1,076,189		
6/1/2015	\$1,440,880		
7/1/2015	\$972,768		
8/1/2015	\$1,259,840		
9/1/2015	\$1,077,565		
10/1/2015	\$1,261,184		
11/1/2015	\$1,222,373		
12/1/2015	\$1,151,243		
1/1/2016	\$880,957		
2/1/2016	\$1,052,786		
3/1/2016	\$1,228,638		
4/1/2016	\$955,524		
5/1/2016	\$1,260,863		
6/1/2016	\$1,244,014		
7/1/2016	\$1,246,030		
8/1/2016	\$1,460,031		
9/1/2016	\$1,055,872		
10/1/2016	\$1,327,211		
11/1/2016	\$1,075,556		
12/1/2016	\$1,038,863		
1/1/2017	\$1,234,671		
2/1/2017	\$1,283,197		
3/1/2017	\$1,070,539		
4/1/2017	\$1,116,402		
5/1/2017	\$1,108,276		
6/1/2017	\$1,343,623		
7/1/2017	\$1,422,672		
8/1/2017	\$1,113,369		
9/1/2017	\$1,175,382		
10/1/2017	\$1,093,235		
11/1/2017	\$989,213		
12/1/2017	\$1,151,936		
1/1/2018	\$1,094,526		
2/1/2018	\$964,593		
3/1/2018	\$1,160,596		
4/1/2018	\$991,663		
5/1/2018	\$1,234,618		
6/1/2018	\$1,277,356		
7/1/2018	\$1,340,219		
8/1/2018	\$1,536,966		
9/1/2018	\$1,394,486		
10/1/2018	\$1,778,968		
11/1/2018	\$1,225,333		
12/1/2018	\$928,471		
1/1/2019	\$1,294,481		

Exhibit 1 -- GTL Monthly Breakage Revenue

Month/Year	GTL Breakage Revenue	12 Months Ending January 2021	12 Months Ending January 2022
2/1/2019	\$938,534		
3/1/2019	\$1,144,117		
4/1/2019	\$1,100,591		
5/1/2019	\$1,189,832		
6/1/2019	\$1,252,360		
7/1/2019	\$1,209,671		
8/1/2019	\$1,148,327		





APPENDIX 1

IAN RATNER

CPA, ABV, ASA, CFE, CA, CBV

CO-CEO

iratner@brileyfin.com
 (404) 931-7329
[vCard](#)



Ian Ratner, Co-Chief Executive Officer of B. Riley Advisory Services, is a CPA with approximately 30 years of experience in Public Accounting, Forensic Accounting, Business Valuations, Due Diligence Services, Corporate Finance and Bankruptcy Consulting. Ian co-founded GlassRatner [now doing business as B. Riley Advisory Services] in 2001 with Ron Glass and has been instrumental in building the firm into one of the leading multi-office financial advisory services firms in the country, ranked on numerous occasions by the Bankruptcy Insider and TheDeal.Com as one of the top Crisis Management and Restructuring Firms in the nation. In 2018, GlassRatner was recognized by [The National Law Journal](#) and Corporate Counsel as one of the country's top Forensic and Litigation Support providers. In 2018 GlassRatner merged with B. Riley Financial.

Prior to founding the firm, Ian held senior leadership positions with Kroll, Inc., a worldwide risk mitigation firm, and the Financial Advisory Services [FAS] practice at Ernst & Young.

Ian has a diverse practice that covers most of B. Riley Advisory Services lines of business. In the Bankruptcy & Restructuring area, Ian has represented borrowers and lenders in and out of formal bankruptcy proceedings. He has led the firm's efforts on behalf of many Creditor Committees including the Creditor Committees in Nationwide Furniture and Mattress Wholesalers; Value Music Concepts, Inc.; Adventure Parks Group LLC; The Billing Resource, dba Integretel; Fairfield Residential, which was one of the country's top multifamily developers; and AstroTurf LLC which resulted in a successful sale of the business as a going concern to a foreign buyer, to name a few.

During the real estate meltdown of 2007 to 2010, Ian led a variety of real estate [multi-family, retail, condo development and homebuilder] debt restructuring assignments for both single asset/single lender and multi-bank/multi-asset credit facilities, where the face value of the outstanding debts ranged from tens of millions of dollars to billions of dollars. These real estate assignments included supporting the restructuring of the Related Group -one of the nation's largest condo developers headquartered in Miami-and leading the restructure of [John Wieland Homes](#), a major homebuilder headquartered in Atlanta.

Ian has been appointed Special Master, Receiver, Chapter 7 Trustee, Liquidating Agent and Advisor to Independent Arbitrators and is a trusted Fiduciary. One of his most exciting and high-profile assignments in this area involved being appointed Receiver by the High Court of Anguilla related to several hedge funds whose ownership was disputed. Ian led an international asset tracing investigation and coordinated a complex series of international multi-jurisdictional lawsuits to ultimately recover tens of millions of dollars on behalf of their rightful beneficiaries. Other significant Caribbean assignments included the investigation of the collapse of [CL Financial Limited](#) for the Central Bank of Trinidad and Tobago, whose holdings included CLICO, the largest Caribbean insurer, the largest bank in Trinidad and Tobago, and numerous U.S. real estate investments.

In addition, Ian has significant experience in the financial services & fund area. Notable assignments include being retained as the solvency expert in the SageCrest LLC bankruptcy and overseeing the wind-down of several hedge funds and alternative asset funds.

Specialties:

Disputed Valuations
 Solvency Opinions
 Bankruptcy Litigation
 Complex Commercial Litigation
 Forensic Accounting
 IP Damages
 Litigation Strategy
 Due Diligence
 Bankruptcy Advisory Services
 Fiduciary Services
 Financial Restructuring

Industries:

Chemical / Petro-Chemical
 Financial Institutions
 Healthcare
 Hotels & Resorts
 Real Estate
 Retail & Restaurants
 Telecommunications

Notwithstanding Ian's proven track record as a Bankruptcy & Restructuring Advisor, he is better known as an Expert Witness in complex commercial litigation cases, fraud investigations and solvency-related valuation disputes. Ian has testified at trials, arbitrations, and depositions on approximately 150 occasions and has worked on matters throughout the United States and Caribbean for law firms, governmental agencies and Fortune 500 companies. He has been retained as a forensic accounting, damages and valuation expert on behalf of countless household names such as UPS, Kodak, PNC Bank, BB&T, HCA, FMNA, Dell, Delta, Equifax, CIBC World Markets, AT&T, Blue Cross Blue Shield, Bellsouth, Verizon, Cingular Wireless, the City of Atlanta, Emory University, University of Kansas, GE, NCR and Honeywell to mention a few. Ian is often called on for high stakes litigation such as his role as an expert witness on behalf of the Special Receiver in [Livent, Inc. v. Deloitte & Touche LLP](#), various plaintiffs in the [Engle Progeny-Tobacco Litigation](#), or his role as an expert on behalf of the Department of Justice in the penalty phase of the [BP Deepwater Horizon Oil Spill Litigation](#). Finally, due to Ian's diverse background, financial acumen and facilitative nature, he has been called on many times to advise shareholders, Boards and other corporate stakeholders.

Mr. Ratner is a CPA, an ASA (Accredited Senior Appraiser, Business Valuation Section of the American Society of Appraisers), a CFE (Certified Fraud Examiner) and holds the ABV designation for CPAs Accredited in Business Valuation granted by the AICPA. He is an accomplished public speaker on a variety of topics such as due diligence, bankruptcy litigation and business valuations. He has led more than 120 CLE programs and training seminars for law firms around the country and professional conferences such as the ABI (American Bankruptcy Institute), Southeastern Bankruptcy Workshop, the AIRA (Association of Insolvency and Restructuring Advisors), VALCON, several AICPA conferences and university classes. Ian has been interviewed on the Nightly Business Report, Fox Business and featured in the [ABF Journal](#). He holds graduate and undergraduate business degrees from McGill University in Montreal, Quebec. Mr. Ratner co-authored a Wiley textbook called Business Valuation and Bankruptcy in 2009 and was inducted as a Fellow in the American Bankruptcy College in 2010.

For 2017, 2018, 2019 and 2020, Ian has been recognized as one of the Top Individual Expert Witness—Economic by the Daily Report in their "Best of" edition. In 2017 and 2018, Ian was named as one of the [Top 100 Restructuring & Turnaround Professionals](#) by the Global M&A Network.



Ian Ratner

CPA, CA, ASA, CBV, ABV, CFE

**Testimony Experience & Fiduciary Appointments
As of March 2022**

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3. Fiduciary Appointments	24 to 25

Ian Ratner, CPA, CA, ASA, ABV, CFE
 Testimony Experience & Fiduciary Appointments



Testimony Experience

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132. Matter: Sire Champagnes, LLC v. CCVUSA LLC and Matthew McMann
 Court: American Arbitration Association
 Case No.: 01-20-0005-4460
 Evidence given by: Arbitration - *March 2022*
 Retained by: **Sire Champagnes, LLC / Sire Spirits, LLC**
 Counsel: Craig Weiner - Akerman LLP
-
131. Matter: ORP Surgical, LLC and Lee Petrides v. Howmedica Osteonics Corp (aka Stryker)
 Court: United States District Court, For the District of Colorado
 Case No.: 20-CV-01450-RBJ
 Evidence given by: Trial - *March 2022*
 Retained by: **Stryker**
 Counsel: Michael D. Wexler, Esq. – Seyfarth Shaw LLP
-
130. Matter: Central Bank & Trust Co., et al. v. Brett Kincaid, et al
 Court: United States District Court, District of Kentucky, Fayette Circuit Court
 Case No.: 20-CI-2467
 Evidence given by: Deposition - *October 2021*
 Retained by: **Brett Kincaid, et al**
 Counsel: Benjamin J. Lewis, Lauren R. Nichols and Amanda D. Reed - Dentons Bingham Greenebaum LLP
-
129. Matter: The State of Georgia, ex rel. Christopher J. Bryan v. Comcast Cable Communications, LLC; OSP Prevention Group, Inc. (GA); OSP Prevention Group, Inc. (CO); Phoenix Loss Control, Inc.; and JNR Adjustment Company, Inc.
 Court: Superior Court of Fulton County State of Georgia
 Case No.: 2019CV330674
 Evidence given by: Deposition - *October 2021*
 Retained by: **Comcast Cable Communications, LLC**
 Counsel: John Hutchins, Esq – BakerHostetler, LLP
-
128. Matter: Custom Hair Designs by Sandy, LLC and Skip's Precision Welding, LLC v. Central Payment Co., LLC
 Court: United States District Court for the District of Nebraska
 Case No.: 8:17-cv-00310-JFB-CPZ
 Evidence given by: Deposition - *June 2019 and September 2021*
 Retained by: **Central Payment Co., LLC**
 Counsel: Jon Chally, Esq. – King & Spalding LLP
 Brandon Keel, Esq. – King & Spalding LLP
-
127. Matter: Sonic Corp. Customer Data Breach Litigation (Financial Institutions) v. Sonic Corporation, et al.
 Court: United States District Court for the Northern District of Ohio, Eastern Division of Cleveland
 Case No.: 1:17-md-02807-JSG
 Evidence given by: Deposition - *March 2020 and September 2021*
 Retained by: **Various Financial Institutions**
 Counsel: Brian C. Gudmundson – Zimmerman Reed LLP
 Charles H. Van Horn – Berman Fink Van Horn P.C.
 Arthur M. Murray – Murray Law Firm
-

Ian Ratner, CPA, CA, ASA, ABV, CFE
 Testimony Experience & Fiduciary Appointments



Testimony Experience

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126. Matter: Delaware v. The Nemours Foundation et al.
 Court: Circuit Court, Fourth Judicial Circuit, In and For Duval County, Florida
 Evidence given by: Deposition - *June 2021 and September 2021*
 Retained by: **The Nemours Foundation**
 Counsel: Eric Bilik - McGuireWoods LLP
-
125. Matter: Sire Spirits, LLC v. Mitchell Green
 Court: American Arbitration Association
 Evidence given by: Arbitration Hearing - *April 2021*
 Retained by: **Sire Spirits, LLC**
 Counsel: Craig Weiner - Akerman LLP
-
124. Matter: Joe Almon et al (Plaintiffs) v. Conduent Business Services, LLC d/b/a Direct Express, Comerica Inc., and Comerica Bank (Defendants)
 Court: United States District Court for the Western District of Texas, San Antonio Division
 Evidence given by: Deposition - *April 2021*
 Retained by: **Conduent Business Services, LLC d/b/a Direct Express, Comerica Inc., and Comerica Bank**
 Counsel: Jonathan R. Chally - King & Spalding LLP
-
123. Matter: Medline Industries, Inc. (Plaintiff) vs. Stryker Sustainability Solutions, Inc. (Defendant)
 Court: United States District Court for the Northern District of Alabama, Southern Division
 Evidence given by: Deposition - *January 2021*
 Retained by: **Stryker Sustainability Solutions, Inc.**
 Counsel: Michael Wexler / Kevin J. Mahoney - Seyfarth Shaw LLP
-
122. Matter: Theresa Hill (Plaintiff) vs. LexisNexis Risk Solutions Inc. (Defendant)
 Court: United States District Court for the Western District of Missouri at Kansas City
 Evidence given by: Deposition - *January 2021*
 Retained by: **LexisNexis Risk Solutions Inc.**
 Counsel: Ronald I. Raether / Cindy Hanson - Troutman Pepper Hamilton Sanders LLP
-
121. Matter: Marvin vs. Marvin
 Court: Arbitration
 Evidence given by: Arbitration Hearing - *December 2020*
 Retained by: **Neutral**
 Counsel: Alyson F. Lembeck - Ellis Funk PC / Jonathan Levine - Levine Smith Snider & Wilson, LLC
-
120. Matter: Legacy Preservation, LLC v. RVEDell, LLC
 Court: American Arbitration Association
 Case No.: 01-19-00205456
 Evidence given at: Hearing - *January 2021*
 Evidence given by: Deposition - *December 2020*
 Retained by: **Legacy Preservation, LLC**
 Counsel: Jason S. Alloy, Esq. / Rachel Gage, Esq. - Robbins Ross Alloy Belinfante Littlefield LLC
-

Ian Ratner, CPA, CA, ASA, ABV, CFE
 Testimony Experience & Fiduciary Appointments



Testimony Experience

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119. Matter: Don Blankenship v. Kevin McLaughlin, et al.
 Court: United States District Court For the Eastern District of Virginia
 Case No.: 1:20-cv-00429-LMB-IDD
 Evidence given by: Deposition - *December 2020*
 Retained by: **Kevin McLaughlin**
 Counsel: David Torborg, Esq. – Jones Day
-
118. Matter: Universal Health Care Group, Inc., American Managed Care, LLC, v. Warburg Pincus, LLC, et al.
 Court: United States Bankruptcy Court, Middle District of Florida, Tampa Division
 Case No.: 8:13-bk-01520-CED
 Evidence given by: Deposition - *August 2020*
 Retained by: **Warburg Pincus LLC**
 Counsel: Paul McDermott & Keith Fendrick - Holland & Knight LLP
-
117. Matter: Cheryl Slade, Individually and on behalf of others similarly situated, v. Progressive Security Insurance Company
 Court: U.S. District Court, Western District of Louisiana, Lafayette Division
 Case No.: 6:11-cv-02164
 Evidence given by: Deposition - *June 2020*
 Retained by: **Progressive Security Insurance Company**
 Counsel: Jeffrey S. Cashdan & Julia C. Barrett - King & Spalding LLP
-
116. Matter: Value Health Solutions, Inc, et al. v. PRA Health Sciences, Inc., et al.
 Court: General Court of Justice - Superior Court Division, State of North Carolina, County of Wake
 Case No.: 2018-CVS-12318
 Evidence given by: Deposition - *March 2020*
 Retained by: **PRA Health Sciences, Inc.**
 Counsel: John M. Moye & Joe P. Reynolds - Kilpatrick Townsend & Stockton, LLP
-
115. Matter: IDJB Investments, LLC v. McGladrey, LLP
 Court: Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida, Civil Division
 Case No.: 2015-ca-4004-O
 Evidence given by: Deposition - *November 2019*
 Retained by: **IDJB Investments, LLC**
 Counsel: Damien H. Prosser, Esq. & Benjamin A. Webster, Esq. – Morgan & Morgan, P.A.
-
114. Matter: State of Illinois, et al v. FieldTurf USA, Inc. et al
 Court: Circuit Court of Cook County, Illinois, County Department, Law Division
 Case No.: 2017-L-006277
 Evidence given at: Trial - *September 2019*
 Evidence given by: Deposition - *May 2019*
 Retained by: **State of Illinois, et al.**
 Counsel: Amy Keller, Esq. & Adam Prom, Esq. – DiCello Levitt Gutzler LLC
-

Ian Ratner, CPA, CA, ASA, ABV, CFE
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Testimony Experience

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113. Matter: Managed Health Care Administration, Inc. and Alabama Psychiatric Services, P.C. v. Blue Cross and Blue Shield of Alabama and New Directions Behavioral Health, LLC
 Court: American Arbitration Association
 Case No.: 01-16-0002-2259
 Evidence given at: Arbitration Hearing - *July 2019*
 Retained by: **Blue Cross and Blue Shield of Alabama and New Directions**
 Counsel: Thomas DeBray – Balch & Bingham LLP (BCBS)
 Chris Kimble – Balch & Bingham LLP (BCBS)
 R. Scott Beeler – Lathrop & Gage LLP (New Directions)
-
112. Matter: Troy Smith v. Costa Del Mar, Inc.
 Court: United States District Court for the Middle District of Florida
 Case No.: 3:18-cv-1011-J-32JRK
 Evidence given by: Deposition - *July 2019*
 Retained by: **Costa Del Mar, Inc.**
 Counsel: Sara F. Holladay-Tobias – McGuire Woods LLP
 Emily Y. Rottmann – McGuire Woods LLP
-
111. Matter: NCR Corporation v. Pendum, LLC and Burroughs, Inc.
 Court: United States District Court for the Northern District of Georgia
 Case No.: 1:16-CV-04114-SCJ
 Evidence given by: Deposition - *July 2019*
 Retained by: **NCR Corporation**
 Counsel: Stephen E. Baskin – Mayer Brown, LLP/King & Spalding LLP
 Peter Schmidt – Mayer Brown, LLP/King & Spalding LLP
-
110. Matter: BuildingReports.com, Inc. v. Honeywell International, Inc.
 Court: United States District Court for the Northern District of Georgia, Atlanta Division
 Case No.: 1:17-CV-03140-SCJ
 Evidence given by: Deposition - *June 2019*
 Retained by: **Honeywell International, Inc.**
 Counsel: Martin Chester, Esq. – Faegre Baker Daniels LLP
-
109. Matter: Cortland Street Recovery Corp., Wilmington Trust Company, as Trustee v. David Bonderman, et al. in re: Hellas Telecommunications Finance, S.C.A. and Hellas Telecommunication I, S.à.r.l. Judgment Debtors
- Court: Supreme Court of the State of New York, County of New York
 Index No.: 653357/2011
 Evidence given by: Deposition - *June 2019*
 Retained by: **Cortland Street Recovery Corp., Wilmington Trust Company, as Trustee**
 Counsel: Douglas E. Spelfogel – Foley & Lardner LLP
-
108. Matter: Robert Blobner v. R.T.G. Furniture Corp.
 Court: United States District Court for the Middle District of Florida, Tampa Division
 Case No.: 8:17-CV-1676-JSM-SPF
 Evidence given by: Deposition - *April 2019*
 Retained by: **R.T.G. Furniture Corp.**
 Counsel: Frank M. Lowrey IV – Bondurant Mixson & Elmore, LLP
-

Ian Ratner, CPA, CA, ASA, ABV, CFE
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Testimony Experience

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107. Matter: Insight Global, LLC v. John Barker and Beacon Hill Staffing Group, LLC
 Court: United States District Court for the Northern District of California
 Case No.: 3:17-CV-00309 and 5:16-CV-07186-BLF
 Evidence given by: Deposition - *January 2019*
 Retained by: **Insight Global, LLC**
 Counsel: Chris Marquardt – Alston & Bird, LLP
 David Lowance, Jr. – Insight Global General Counsel
 Ariel Zion – Insight Global Deputy General Counsel
-
106. Matter: Suzhou Allpro Certified Public Accountants Co., Ltd., as Bankruptcy Administrator of Sure Heat Manufacturing (Suzhou) Co. Ltd., v. Sure Heat Manufacturing, Inc., Michael R. Mulberry, Michael S. Mulberry, Harry Clifford Villers, and SHM International Corporation
 Court: United States District Court, Northern District of Georgia - Atlanta Division
 Case No.: 1:15-cv-03436-RWS
 Evidence given at: Trial - *January 2020*
 Evidence given by: Deposition - *September 2018*
 Retained by: **Suzhou Allpro Certified Public Accountants Co., Ltd.**
 Counsel: Thaddeus D. Wilson – King & Spalding LLP
-
105. Matter: In Re: Yahoo! Customer Data Security Breach Litigation
 Court: United States District Court for the Northern District of California – San Jose District
 Case No.: 16-MD-02752-LHK
 Evidence given by: Deposition - *August 2018*
 Retained by: **Proposed Plaintiff Class**
 Counsel: John A. Yanchunis – Morgan & Morgan Complex Litigation Group
 Gayle M. Blatt – Casey Gerry Schenk Francavilla Blatt & Penfield LLP
 Stuart A. Davidson – Robbins Geller Rudman & Dowd LLP
-
104. Matter: Insight Global, LLC v. Daniel Wenzel, Luke Norman, Lauren Sutmar, and Beacon Hill Staffing Group, LLC
 Court: United States District Court for the Southern District of New York
 Case No.: 1:17-cv-8323
 Evidence given by: Deposition - *August 2018*
 Retained by: **Insight Global, LLC**
 Counsel: David Lowance, Jr. – Insight Global General Counsel
 Ariel Zion – Insight Global Associate General Counsel
-
103. Matter: South Carolina Electric & Gas Company (Sceana) v. Swain E. Whitfield, in his official capacity as Chairman of the South Carolina Public Service Commission; et al
 Court: United States District Court for the District of South Carolina, Columbia Division
 Case No.: 3:18-CV-01795-JMC
 Evidence given at: Trial - *July 2018*
 Retained by: **SCE&G (Sceana)**
 Counsel: David Balser – King & Spalding LLP
 Jon Chally – King & Spalding LLP
-
102. Matter: Cabot East Broward 2 LLC, and Cabot East Broward 34 LLC, et al. v. CBRE, Inc., et al.
 Court: United States District Court for the Southern District of Florida
 Case No.: 16-CV-61218-WPD
 Evidence given at: Trial - *June 2018*
 Evidence given by: Deposition - *June 2018*
 Retained by: **CBRE, Inc.**
 Counsel: Thomas J. Meeks – Carlton Fields Jordon Burt, P.A.
 Hardy Roberts – Carey, O'Malley, Whitaker, Mueller, Roberts & Smith, P.A.
 Christopher Torres & David B. Weinstein – Greenberg Traurig, P.A.
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Ian Ratner, CPA, CA, ASA, ABV, CFE
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Testimony Experience

101. Matter: Tradeline Enterprises Pvt. Ltd. v. Jess Smith & Sons Cotton, LLC, J.G. Boswell Company, and Supima
 Court: International Centre for Dispute Resolution and American Arbitration Association
 Case No.: 01-16-0003-8669
 Evidence given at: Arbitration Hearing - *February 2018*
 Retained by: **Supima**
 Counsel: Charles Hauff, Jr., & Chris Colyer - Snell & Wilmer L.L.P.

100. Matter: Southern Independent Bank v. Fred's Inc.
 Court: United States District Court for the Middle District of Alabama
 Case No.: 2:15-cv-00799-MHT-WC
 Evidence given by: Deposition - *January 2018*
 Retained by: **Southern Independent Bank**
 Counsel: Kenneth Grunfeld – Golomb & Honik, P.C.
 Jay Aughtman – Aughtman Law Firm, LLC

99. Matter: Deborah Blase v. Kevin Blasé
 Court: Superior Court of Fulton County, State of Georgia, Family Court Division
 Case No.: 2016-CV-275981
 Evidence given by: Deposition - *January 2018*
 Retained by: **Deborah Blasé**
 Counsel: Nancy Lawler and David Green – Lawler Green Prinz
 Letitia McDonald, Emily Newton, and Lohr Beck-Kemp – King & Spalding

98. Matter: In Re: Le Centre on Fourth, LLC
 Court: United States Bankruptcy Court, Southern District of Florida, Fort Lauderdale Division
 Case No.: 17-23632-RBR
 Evidence given at: Trial - *December 2017*
 Evidence given by: Deposition - *December 2017*
 Retained by: **Berger Singerman**
 Counsel: Jordi Gusó, Esq. and Paul Singerman, Esq. – Berger Singerman

97. Matter: Vision Construction Ent., Inc. v. Argos Ready Mix, LLC
 Court: United States District Court, Northern District of Florida, Gainesville Division
 Case No.: 3:15-cv-00534MW-CJK
 Evidence given at: Hearing - *August 2018*
 Evidence given by: Deposition - *November 2017*
 Retained by: **Argos Ready Mix, LLC**
 Counsel: James Bogan & Allen Garrett – Kilpatrick Townsend & Stockton, LLP

96. Matter: Team Express Distributing LLC v. Junction Solutions, Inc., Microsoft Corp., and RSM US LLP
 Court: United States District Court, Western District of Texas, San Antonio Division
 Case No.: 5:15-CV-00994-DAE
 Evidence given by: Deposition - *October 2017*
 Retained by: **RSM USA LLP and Junction Solutions, Inc.**
 Counsel: Chris Kearney – Kecker, Van Nest & Peters LLP
 Jason Kunze – Nixon Peabody LLP

Ian Ratner, CPA, CA, ASA, ABV, CFE
 Testimony Experience & Fiduciary Appointments



Testimony Experience

95. Matter: Calesa Associates, LP et al. v. American Capital, Ltd et al. (Re: Halt Medical)
 Court: In the Court of Chancery at the State of Delaware
 Case No.: 10557-VCG
 Evidence given by: Deposition - *October 2017*
 Retained by: **Calesa Associates, LP et al.**
 Counsel: Thomas Biemer – Dilworth Paxson LLP

94. Matter: Super98, LLC v. Delta Air Lines, Inc.
 Court: United States District Court, Northern District of Georgia, Atlanta Division
 Case No.: 1:16-cv-1535-LMM
 Evidence given by: Deposition - *August 2017*
 Retained by: **Delta Airlines, Inc.**
 Counsel: David Balser – King & Spalding LLP

93. Matter: SFC Litigation Trust v. Allen Tak Yuen Chan
 Court: Superior Court of Justice, Ontario
 Case No.: CV-14-10684-00CL
 Evidence given at: Trial - *April 2017*
 Retained by: **Chan**
 Counsel: Robert Rueter – Rueters, LLP

92. Matter: In re: SNMP Research, Inc., et al. v. Nortel Networks Inc., et al.
 Court: United States Bankruptcy Court, District of Delaware
 Case No.: Chapter 11: 09-10138 (KG) Jointly Administered, Adv. Proc. No. 11-53454 (KG)
 Evidence given by: Deposition - *February 2017*
 Retained by: **SNMP Research, Inc.**
 Counsel: Nicholas J. Brannick – Cole Shotz P.C.
 G. David Dean – Cole Shotz P.C.
 Richard S. Busch – King & Ballou Law Offices
 John L. Wood – Egerton, McAfee, Armistead & Davis P.C.

91. Matter: Caradigm USA LLC v. Pruitthealth, Inc. f/k/a UHS-Pruitt Corp.
 Court: United States District Court, Northern District of Georgia, Atlanta Division
 Case No.: 1:15-CV-02504
 Evidence given at: Trial - *July 2018*
 Evidence given by: Deposition - *November 2016*
 Retained by: **Caradigm USA LLC**
 Counsel: Chris Giovinazzo – Bondurant, Mixson & Elmore LLP

90. Matter: PFT Technology LLC v. Robert Weiser v. Patrick Keelan, Thomas Smith, and Frank Castellano
 Court: Supreme Court of the State of New York, County of Nassau
 Case No.: 8679-12
 Evidence given by: Trial - *September 2016*
 Retained by: **PFT Technology and Patrick Keelan, Thomas Smith and Frank Castellano**
 Counsel: William Wallach – McCarter & English LLP

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89. Matter: In Re: AstroTurf, LLC
 Court: U.S. Bankruptcy Court, Northern District of Georgia
 Case No.: 16-41504
 Evidence given at: Trial - *August 2016*
 Evidence given by: Deposition - *August 2016*
 Retained by: **Official Committee of General Unsecured Creditors**
 Counsel: Frank DeBorde & Lisa Wolgast – Morris, Manning & Martin LLP
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88. Matter: Bahamas Sales Associate, LLC v. Donald Cameron Byers and associated counterclaim in Ginn Sur Mer Consolidated Lot Owner Litigation
 Court: United States District Court, Middle District of Florida, Jacksonville Division
 Case No.: 3:08-cv-1012-J-32JRK
 Evidence given by: Deposition - *July 2016*
 Retained by: **Edward R. Ginn, II; ERG Enterprises, LP; Ginn Financial Services; Bahama Sales Associate, LLC; Dean S. Adler and Lubert-Adler Management Company, LP**
 Counsel: Robert P. Alpert – Morris, Manning & Martin LLP
 Stephen J. Kastenberg – Ballard Spahr LLP
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87. Matter: In Re: HELLAS TELECOMMUNICATIONS (LUXEMBOURG) II SCA, Debtor in a Foreign Proceeding
 Court: United States Bankruptcy Court Southern District of New York
 Case No.: Chapter 15: 12-10631 (MG), Adversary Proceeding No. 14-01848
 Evidence given by: Deposition - *June 2016*
 Retained by: **Andrew Lawrence Hosking and Bruce Mackay in their capacity as joint compulsory liquidators**
 Counsel: Andrew Rosenblatt, Esq., Howard Seife, Esq., & Marc D. Ashley, Esq. - Chadbourne & Parke LLP
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86. Matter: Owl's Eyes of Asheville, LLC, Owl's Eyes of Kitty Hawk, LLC, Owl's Eyes of Ocala, LLC, and Owl's Eyes of Gainesville, LLC v. Hooters of America, LLC
 Court: Superior Court of Cobb County, State of Georgia
 Case No.: 11-1-8857-99
 Evidence given by: Deposition - *March 2016*
 Retained by: **Owl's Eyes of Asheville, LLC, Owl's Eyes of Kitty Hawk, LLC, Owl's Eyes of Ocala, LLC, and Owl's Eyes of Gainesville, LLC**
 Counsel: Jason S. Alloy, Esq. - Robbins Ross Alloy Belinfante Littlefield LLC
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85. Matter: Charlotte Burnett, et al, v. The Fulton County Board of Trustees, et al.
 Court: Superior Court of Fulton County, State of Georgia
 Case No.: 2010-CV-194160
 Evidence given by: Deposition - *November 2015*
 Retained by: **The Fulton County Board of Trustees**
 Counsel: Michael Kramer, Esq. - Buckley Beal, LLP
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84. Matter: Predictix, LLC v. Emre Sener
 Court: Superior Court of Fulton County, State of Georgia
 Case No.: 2015-CV-259646
 Evidence given at: Trial - *November 2015*
 Evidence given by: Deposition - *October 2015*
 Retained by: **Predictix, LLC**
 Counsel: James A. Washburn, Esq. - Troutman Sanders LLP
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83. Matter: Melanie E. Damian, as Receiver for the Estate of Aubrey Lee Price, et al, v. Nelson Mullins Riley & Scarborough, L.L.P., et al
 Court: United States District Court, Northern District of Georgia, Atlanta Division
 Case No.: 2014-CV-03498-TCB
 Evidence given by: Deposition - July 2015 and September 2015
 Retained by: **Nelson Mullins Riley & Scarborough, L.L.P., et al**
 Counsel: David Balser, Esq. & Lawrence Slovensky, Esq. - King & Spalding LLP
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82. Matter: James D. Hinson Electrical Contracting Co., Inc.; Blythe Development Company and Callaway Grading, Inc., individually and on behalf of all others similarly situated; and National Utility Contractors Association. v. AT&T Services, Inc. and BellSouth Telecommunications, LLC
 Court: United States District Court, Middle District of Florida
 Case No.: 3:13-CV-29-J-32JRK
 Evidence given by: Deposition - April 2015
 Retained by: **AT&T Services, Inc., et al.**
 Counsel: James F. Bogan III, Esq., John P. Jett, Esq. & Cindy D. Hanson, Esq. Kilpatrick Townsend & Stockton LLP (Georgia)
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81. Matter: In Re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010
 Court: United States District Court, Eastern District of Louisiana
 Case No.: MDL No. 2179, Section J
 Evidence given at: Trial - January 2015
 Evidence given by: Deposition - October 2014
 Retained by: **U.S. Department of Justice - Environment & Natural Resources Division**
 Counsel: Patrick Casey, Esq. & Nancy Flickinger, Esq. - U.S. Department of Justice
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80. Matter: Jay Raja, M.D. v. Englewood Community Hospital, Inc.
 Court: United States District Court, Middle District of Florida, Tampa Division
 Case No.: 8:12-CV-02083-T-36AEP
 Evidence given by: Deposition - August 2014
 Retained by: **Englewood Community Hospital, Inc.**
 Counsel: Martin B. Goldberg, Esq. - Lash & Goldberg LLP
 C.J. Gideon, Jr., Esq. - Gideon, Cooper & Essary, PLC
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79. Matter: RL Partners I. LLC d/b/a R.L. Partners, LLC v. Angel Oak Capital Advisors, LLC, Brad Friedlander, and John Does 1-5
 Court: State Court of DeKalb County
 Case No.: 12-A-45380-7
 Evidence given by: Deposition - May 2014
 Retained by: **R.L. Partners, LLC**
 Counsel: John M. Gross, Esq. - Taylor English Duma, LLP
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78. Matter: MPEG LA, L.L.C. v. Dell Global B.W. and Dell Products, L.P. and Dell Global B.V. and Dell Products, L.P. v. MPEG LA, L.L.C. (Counterclaim)
 Court: Court of Chancery of the State of Delaware
 Case No.: 7016-VCP
 Evidence given by: Deposition - February 2014
 Retained by: **Dell Global B.V. and Dell Products, L.P.**
 Counsel: Michael P. Kenny, Esq. & Angela P. James, Esq. - Alston & Bird, LLP
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77. Matter: Jonathon Marc Seidel, as Executor of the Estate of Nancy Noblin v. Dana Marie David LaChance, as Executor of the Estate of Edgar George David and Dana Marie David LaChance as General Partner of EDG Properties, LP
 Case No.: JAMS Reference No. 1440003820
 Evidence given at: Arbitration - *February 2014*
 Retained by: **Jonathon Marc Seidel, as Executor of the Estate of Nancy Noblin**
 Counsel: David N. Dreyer, Esq. - Chamberlain Hrdlicka White Williams & Autry

76. Matter: Federal Trade Commission v. Hold Billing Services, et. al.
 Court: United States District Court, Western District of Texas, San Antonio Division
 Case No.: SA-98-CA-0629-FB
 Evidence given at: Trial - *November 2013*
 Retained by: **BSG Group**
 Counsel: Dina M. Cox, Esq. - Lewis Wagner, LLP

75. Matter: Atlantic Southeast Airlines, Inc. and SkyWest Airlines, Inc. v. Delta Airlines, Inc.
 Court: Superior Court of Fulton County, State of Georgia
 Case No.: 2008-CV-145995
 Evidence given by: Deposition - *May 2013, June 2013 and November 2013*
 Retained by: **Delta Airlines, Inc.**
 Counsel: Cathy O'Neil and David Meadows - King & Spalding

74. Matter: Crider, Inc. v. Eugene Welka and Huntsman Gay Global Capital, LLC
 Court: Superior Court of Chatham County, State of Georgia
 Case No.: CV11-1134-AB
 Evidence given by: Deposition - *July 2013 and October 2013*
 Retained by: **Crider, Inc.**
 Counsel: John P. Hutchins & Christopher A. Wiech - Troutman Sanders, LLP

73. Matter: EarthCam, Inc. v. OxBlue Corporation, Chandler McCormack, John Paulson, Bryan Mattern and Richard Hermann
 Court: United States District Court, Northern District of Georgia, Atlanta Division
 Case No.: 1:11cv-02278-WSD
 Evidence given by: Deposition - *July 2013*
 Retained by: **OxBlue Corporation**
 Counsel: Mathew B. Ames & Christopher S. Anulewicz - Balch & Bingham LLP

72. Matter: Abraham I. Awwad v. Largo Medical Center, Inc., a Florida corporation d/b/a Largo Medical Center
 Court: United States District Court, Middle District of Florida, Tampa Division
 Case No.: 8:11-cv-01638-SCB-TBM
 Evidence given by: Deposition - *May 2013*
 Retained by: **Largo Medical Center, Inc.**
 Counsel: Martin B. Goldberg - Lash & Goldberg LLP

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71. Matter: Livent, Inc., through its Special Receiver and Manager, Roman Doroniuk v. Deloitte & Touche and Deloitte & Touche, LLP
 Court: Superior Court of Justice, Province of Ontario, Canada
 Case No.: 02-CV-225823 CM2
 Evidence given at: Trial - *May 2013*
 Retained by: **Livent, Inc.**
 Counsel: Peter Howard and Patrick O'Kelley - Stikeman Elliott (Ontario, Canada)

70. Matter: The Medical Group of St. Joseph's LLC d/b/a St. Joseph's Medical Group v. Gerald A. Feuer, M.D.
 Court: Superior Court of Fulton County, State of Georgia
 Case No.: 2011-CV-208262
 Evidence given by: Deposition - *March 2013*
 Retained by: **The Medical Group of St. Joseph's LLC**
 Counsel: Craig Bertschi - Kilpatrick Townsend & Stockton, LLP

69. Matter: Seven Seas Petroleum, Inc. v. CIBC World Markets Corp.
 Court: United States District Court, Southern District of Texas, Houston Division
 Case No.: 4:08 CV03048
 Evidence given at: Trial - *January 2013*
 Evidence given by: Deposition - *October 2011*
 Retained by: **CIBC World Markets, Inc.**
 Counsel: James A. Washburn, Esq. & Matt Martin, Esq. - McKenna Long & Aldridge, LLP

68. Matter: Boykin Anchor Company, Inc. v. Larry Wong and AT&T Services, Inc.
 Court: U.S. District Court, Eastern District of North Carolina, Western Division
 Case No.: 5:10-CV-0591-FL
 Evidence given by: Deposition - *August 2012*
 Retained by: **AT&T Services, Inc.**
 Counsel: John Moye, Esq. - Kilpatrick Townsend LLP

67. Matter: Old TBR, Inc, fka The Billing Resource, dba Integretel v. The Billing Resource, LLC
 Court: U.S. Bankruptcy Court, Northern District of California, San Jose Division
 Case No.: 07-52890 ASW
 Evidence given at: Trial - *June 2012*
 Retained by: **Old TBR, Inc, fka The Billing Resource, dba Integretel (Debtor)**
 Counsel: John Fiero, Esq. & Gail Greenwood, Esq. - Pachulski, Stang, Ziehl & Jones LLP

66. Matter: Scenera Research LLC v. Morris
 Court: U.S. District Court for the Eastern District of North Carolina, Western Division
 Case No.: 5:09-CV-00412-FL
 Evidence given at: Trial - *February 2012*
 Evidence given by: Deposition - *September 2010*
 Retained by: **Scenera Research LLC**
 Counsel: John Moye, Esq. - Kilpatrick Stockton LLP

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65. Matter: Innotech Precision Limited v. Horei Image Products, Inc. and ITM Corporation
 Court: U.S. District Court for the Northern District of Georgia, Atlanta Division
 Case No.: 1:09-CV-0547 (TWT)
 Evidence given at: Trial - *December 2011*
 Evidence given by: Deposition - *June 2010*
 Retained by: **Innotex Precision Limited**
 Counsel: Christopher G. Campbell - DLA Piper
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64. Matter: nVision Global Technology Solutions, Inc. v. Cardinal Health 5, LLC
 Court: United States District Court, Northern District of Georgia, Atlanta Division
 Case No.: 1:11-CV-00389-WSD
 Evidence given by: Deposition - *October 2011*
 Retained by: **nVision Global Technology Solutions, Inc.**
 Counsel: John Sherrill, Esq. & Wayne Bond, Esq. - Seyfarth Shaw, LLC
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63. Matter: Georgia Department of Transportation v. Fourteenth Street Venture, LP; Revco Discount Drug Centers, Inc. (CVS Pharmacy), et al.
 Court: Superior Court of Fulton County, Georgia
 Case No.: 2006-CV-119485
 Evidence given at: Trial - *September 2011*
 Evidence given by: Deposition - *March 2011*
 Retained by: **CVS Pharmacy, Inc.**
 Counsel: A. J. "Buddy" Welch, Jr., Esq. & William A. White, Esq. - Smith, Welch, Webb & White, LLC
-
62. Matter: Reynolds Ready Mix, L.L.C. v. Conrad Yelvington Distributors, Inc.
 Court: Circuit Court in and for Escambia County, Florida (Civil Division)
 Case No.: 2007-CA-003015
 Evidence given at: Trial - *September 2011*
 Evidence given by: Deposition - *August 2011*
 Retained by: **Conrad Yelvington Distributors, Inc.**
 Counsel: George McArdle, Esq. - McArdle & Perez, P.A.
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61. Matter: Lord Corporation v. S&B Technical Products, Inc., Terramix S.A., and Mark A. Weih
 Court: U.S. District Court for the Eastern District of North Carolina, Western Division
 Case No.: 5:09-CV-00205-D
 Evidence given by: Deposition - *October 2010 and April 2011*
 Retained by: **Lord Corporation**
 Counsel: Betsy Lanzen, Esq. - Kilpatrick Stockton LLP
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60. Matter: Convergent Wealth Advisors, LLC v. William deButts, III, et al.
 Court: American Arbitration Association
 Case No.: 51 116 00505 10
 Evidence given at: Arbitration Hearing - *January 2011*
 Retained by: **Convergent Wealth Advisors, LLC**
 Counsel: Matthew Eisenstein, Esq. & Matthew Keiser, Esq. - Arnold & Porter, LLP
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59. Matter: PJ Cannon, et al. v. H&R Block, Inc. et al.
 Court: The Superior Court of Fulton County – State of Georgia
 Case No.: 2007CV137010
 Evidence given by: Deposition - *April 2010*
 Retained by: **H&R Block, Inc.**
 Counsel: Lee H. Zell, Matthew B. Ames - Balch & Bingham LLP
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58. Matter: Advanced Disposal Services, Inc. v Etowah Environmental Group LLC
 Court: American Arbitration Association
 Case No.: 30-180-Y-00671-07 and 30-180-Y-00456-09
 Evidence given by: Deposition and Arbitration Hearing - *March 2010*
 Retained by: **Advanced Disposal Services, Inc.**
 Counsel: Joshua Archer - Balch & Bingham LLP
-
57. Matter: IH Riverdale, LLC and Geoffrey Nolan v. McChesney Capital Partners, LLC, Riverdale Capital Investments, LLC et al.
 Court: The Superior Court of Fulton County – State of Georgia
 Case No.: 2003CV73603
 Evidence given by: Deposition - *October 2009 and February 2005*
 Retained by: **IH Riverdale, LLC and Geoffrey Nolan**
 Counsel: David Pardue - Adorno & Yoss LLP
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56. Matter: Jacqueline T. Hodges, et al. v. MedAssets Net Revenue Systems, LLC
 Court: U.S. District Court for the Northern District of Georgia, Atlanta Division
 Case No.: 1:01-CV-2985 WSD
 Evidence given by: Deposition - *February 2008*
 Retained by: **MedAssets Net Revenue Systems, LLC**
 Counsel: Craig Bertschi - Kilpatrick Stockton, LLP
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55. Matter: Stratus Group, Inc.
 Court: U.S. Bankruptcy Court for the Middle District of Georgia, Macon Division
 Case No.: 08-11096, 08-11097, 08-11098
 Evidence given in: Court - *November 2008*
 Evidence given by: Deposition - *August 2008*
 Retained by: **Stratus Group, Inc. et al.**
 Counsel: Paul Ferdinands - King & Spalding LLP
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54. Matter: Southern Waste & Recycling, Inc. and Phillip E. Kitchens v. Discount Waste Solutions, Inc.
 Court: The US District Court for the Middle District of Florida, Jacksonville Division
 Case No.: 3:07-CV-00598-TJC-MCR
 Evidence given by: Deposition and Arbitration Hearing - *November 2008*
 Retained by: **Discount Waste Solutions, Inc.**
 Counsel: Matthew B. Ames - Balch & Bingham LLP
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53. Matter: James D. Hinson Electrical Contracting Co., Inc., et al. v. BellSouth Telecommunications, Inc.
 Court: The US District Court for the Middle District of Florida, Jacksonville Division
 Case No.: 3:07-CV-00598-TJC-MCR
 Evidence given by: Deposition - *October 2008*
 Retained by: **AT&T, Inc. (successor to BellSouth Corporation)**
 Counsel: Albert L. Frevola, Jr. - Adorno & Yoss, LLP
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52. Matter: J. Kinson Cook of Georgia, Inc. v. The DeKalb County School District
 Court: The Superior Court of DeKalb County, State of Georgia
 Case No.: 04CV1123-1
 Evidence given by: Deposition - *August 2008*
 Retained by: **DeKalb County School District**
 Counsel: Andrew Shore - Phillips & Morgan LLP
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51. Matter: University of Kansas and Kansas Athletics, Inc. v. Larry Sinks, Victory Sportswear, LLC and Larry Sinks Enterprises, Inc.
 Court: The US District Court for the District of Kansas
 Case No.: 06-2341 KHV-GLR
 Evidence given at: Trial - *July 2008*
 Retained by: **University of Kansas and Kansas Athletics, Inc.**
 Counsel: Charles Henn - Kilpatrick Stockton LLP

50. Matter: C. Alan Bentley, Chapter 11 Trustee v. Ross Mangano, et al. In Re: Mego Financial Corp., et al.
 Court: US Bankruptcy Court, District of Nevada
 Case No.: BK-N-03-52300-GWZ, Jointly Administered
 Evidence given by: Deposition - *November 2007*
 Retained by: **C. Alan Bentley, Chapter 11 Trustee**
 Counsel: Steven M. Berman - Berman, PLC

49. Matter: TCR GA Construction LP v Emory University
 Court: The State of Georgia, DeKalb County Superior Court
 Case No.: 03CV6826-7 and 04-7488-7
 Evidence given by: Deposition - *November 2007*
 Retained by: **Emory University**
 Counsel: William B. Hughes, Jr. - Alston & Bird, LLP

48. Matter: Skidaway Health and Living Services, Inc. v. Manhattan Construction Company
 Court: American Arbitration Association
 Case No.: 30 110 Y 00105 06
 Evidence given at: Arbitration Hearing - *September 2007*
 Retained by: **Manhattan Construction Company**
 Counsel: John I. Spangler, III - Alston & Bird, LLP

47. Matter: Concord, Inc. v. Medical Arts Properties, LP
 Court: The State of Georgia, Hall County Superior Court
 Case No.: 2006 CV 1904C
 Evidence given by: Deposition - *May 2007*
 Retained by: **Concord, Inc.**
 Counsel: Joseph F. Hession, Esq. – Carlton Fields, PA

46. Matter: Healthpoint, Ltd. and DPT Laboratories, Ltd. v. River's Edge Pharmaceuticals, LLC
 Court: The US District Court for the District of Texas, San Antonio Division
 Case No.: SA 03 CA 0984 RF
 Evidence given by: Deposition - *April 2007*
 Retained by: **River's Edge Pharmaceuticals, LLC**
 Counsel: Robert Brazier, Esq. - Gambrell & Stolz, LLP

45. Matter: Lupton-Smith, et al. v. Atlanta Bread Company International, Inc.
 Court: The State of Georgia, Cobb County Superior Court
 Case No.: 06-1-1404-05
 Evidence given by: Deposition - *February 2007*
 Retained by: **Sean Lupton-Smith, et al.**
 Counsel: Randy Edwards, Esq. - Kilpatrick Stockton, LLP

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44. Matter: Samuel Kellet and Stiles Kellet et al. v. PricewaterhouseCoopers LLP et al.
 Court: The State of Georgia, Cobb County Superior Court
 Case No.: 02-1-8314-35
 Evidence given at: Trial - *January 2007*
 Evidence given by: Deposition - *May 2006*
 Evidence given by: Affidavit - *February 2006*
 Retained by: **Samuel and Stiles Kellet**
 Counsel: Michael Bowers, Esq. and Chris Anulewicz, Esq. - Balch & Bingham, LLP

43. Matter: James C. Cook et al. v. Worldwide Insurance Network, Inc.
 Court: American Arbitration Association
 Case No.: 30-104-Y-01362-05
 Evidence given at: Arbitration Hearing - *December 2006*
 Evidence given by: Deposition - *November 2006*
 Retained by: **Worldwide Insurance Network, Inc.**
 Counsel: William Clineburg Jr., Esq. - King & Spalding

42. Matter: Caterpillar, Inc. v. J. Garner Scott et al.
 Court: The US District Court for the District of South Carolina, Columbia Division
 Case No.: 3:04-21789-17
 Evidence given by: Deposition - *September 2006*
 Retained by: **J. Garner Scott et al.**
 Counsel: Richard Farley, Esq. - KMZ Rosenman

41. Matter: WH Smith Airport Services, et al. v. City of Atlanta
 Court: The Superior Court of Fulton County
 Case No.: 2004CV95357
 Evidence given at: Trial - *October 2006*
 Evidence given by: Deposition - *September 2006*
 Retained by: **City of Atlanta**
 Counsel: Robert Caput - City of Atlanta – Law Department

40. Matter: Beers Construction Company, v. Pikeville United Methodist Hospital of Kentucky, Inc.
 Court: The US District Court for the Eastern District of Kentucky, Pikeville Division
 Case No.: 00-454-KKC
 Evidence given by: Deposition - *August 2006*
 Retained by: **Beers Construction Company**
 Counsel: Jeffrey Belkin, Esq. and John Spangler III, Esq. - Alston & Bird LLP

39. Matter: NUCO Investments, Inc. v. Hartford Fire Insurance Company
 Court: The US District Court for the Northern District of Georgia, Atlanta Division
 Case No.: 1:02-CV-1622
 Evidence given by: Deposition - *June 2006*
 Retained by: **NUCO Investments**
 Counsel: Edmund M. Kneisel Esq. - Kilpatrick Stockton

38. Matter: Landmark Environmental Industries, Inc. v. City of Atlanta
 Court: Georgia Court of Appeals
 Case No.: A04A1836 and 37
 Evidence given by: Deposition - *May 2006*
 Retained by: **City of Atlanta**
 Counsel: David Meezan, Esq. and Mac Gibson, Esq. - Alston & Bird LLP

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37. Matter: Modern Cable Technology, Inc. v. Department of Administrative Services, et al.
 Court: The State of Georgia, Fulton County Superior Court
 Case No.: 2003-CV-74855
 Evidence given by: Deposition - November 2005
 Retained by: **Modern Cable Technology, Inc.**
 Counsel: Gary Patrick, Esq. - Patrick, Beard, Schulman & Jacoway PC

36. Matter: Department of Transportation v. Stockbridge CVS, et al.
 Evidence given at: Trial - January 2008
 Evidence given by: Deposition - November 2005
 Retained by: **CVS Corporation**
 Counsel: John Hutchins, Esq. - Troutman Sanders

35. Matter: Accounting Machine Systems, Inc. v. Branch Banking & Trust Company
 Court: The State of North Carolina, Wake County Superior Court
 Case No.: 03 CVS 11803
 Evidence given by: Deposition - October 2005
 Retained by: **Branch Banking & Trust Company**
 Counsel: Jay Silver, Esq. - Kilpatrick Stockton LLP

34. Matter: Del Monte Fresh Produce N.A. v. Georgia National Produce, LLC et al.
 Court: The US District Court for the Northern District of Georgia, Atlanta Division
 Case No.: 1:04-CV-0769
 Evidence given by: Deposition - February 2005
 Retained by: **Georgia National Produce, LLC et al.**
 Counsel: Thomas Gallo - Robins Kaplan

33. Matter: DryKor Inc. v. FlatPlate Inc.
 Court: The Superior Court of Fayette County – State of Georgia
 Case No.: 2003V-0239-C
 Evidence given at: Trial - December 2004
 Evidence given by: Deposition - November 2004
 Retained by: **DryKor Inc.**
 Counsel: David Zacks & Audra Dial - Kilpatrick Stockton

32. Matter: Delta Airlines Inc. v. The Smart Flyer et al.
 Court: The US District Court for the Northern District of Georgia, Atlanta Division
 Case No.: 63-CV-2652RWS
 Evidence given by: Deposition - November 2004
 Retained by: **Delta Airlines Inc.**
 Counsel: Frank M. Lowrey IV - Bondurant, Mixson & Elmore, LLP

31. Matter: Atlanta Retail, Inc. f/k/a Wolf Camera v. The Eastman Kodak Company
 Court: US Bankruptcy Court For the Northern District of Georgia Atlanta Division
 Case No.: 01-83470, 01-83472, 01-83474, 01-83475
 Evidence given by: Deposition - August 2004
 Evidence given by: Report - June 2004
 Retained by: **The Eastman Kodak Company**
 Counsel: Neil Olack - Duanne Morris & Dan Sklar - Nixon Peabody

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30. Matter: Iakov Grenader et al v. Gregory Gitman, Grigori Galperine, et al.
 Court: The Superior Court of Fulton County – State of Georgia
 Evidence given by: Report - *June 2004*
 Evidence given by: Deposition - *June 2004*
 Evidence given at: Trial - *June 2004*
 Retained by: **Dr. I Grenader**
 Counsel: David Balser & James Washburn - McKenna Long & Aldridge
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29. Matter: Federal Trade Commission ("FTC") v. Cyberspace.Com et. al.
 Court: United States District Court Western District of Washington at Seattle
 Evidence given at: Trial - *January 2004*
 Evidence given by: Declaration - *December 2003*
 Retained by: **Cyberspace.Com** Counsel
 Counsel: Joel Dichter & Jane Jacobs - Klein, Zelman, Rothermel and Dichter
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28. Matter: Re: Connecticut Mobilecom, Inc.
 Court: US Bankruptcy Court Southern District of NY
 Case No.: 02-02519
 Evidence given at: Trial - *December 2003*
 Evidence given by: Deposition - *November 2003*
 Evidence given by: Report - *November 2003*
 Retained by: **Verizon Wireless** Counsel
 Counsel: Grant Stein & Mark McCarty - Alston & Bird
-
27. Matter: Southeastern Medical Group Inc., v. CSC Healthcare Inc. (Nichols TXEN Corp.)
 Evidence given at: Arbitration - *December 2003*
 Evidence given by: Deposition - *November 2003*
 Evidence given by: Report - *November 2003*
 Retained by: **CSC Healthcare Inc.**
 Counsel: Chris Christie - Bradley Arant Rose & White
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26. Matter: Hope v. AMN Acquisition Corp and Ameron International Corp.
 Evidence given at: Arbitration - *June 2003*
 Evidence given by: Report - *June 2003*
 Retained by: **Ameron International Corp.**
 Counsel: Craig Bertschi - Kilpatrick Stockton
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25. Matter: Equifax Information Services LLC v. Zoot Enterprises, Inc.
 Evidence given at: Arbitration - *April 2003*
 Evidence given by: Deposition - *March 2003*
 Retained by: **Equifax Information Services, LLC**
 Counsel: Matthew H. Patton - Kilpatrick Stockton
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24. Matter: Richard Corey MD v. Roswell Radiology et al.
 Evidence given by: Deposition - *January 2003*
 Retained by: **Dr. Richard Corey**
 Counsel: Craig Bertschi - Kilpatrick Stockton
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23. Matter: Bridgewater Group, Inc. et al. v. Gates
 Evidence given at: Trial - *December 2002*
 Evidence given by: Deposition - *July 2002*
 Retained by: **Mr. M Gates**
 Counsel: Andrew Beal - Mayer & Beal

22. Matter: United States Ex Rel. Brigitte Jacobs, v. PSI, Andrew and Michelle Bryan, Dominion Management Georgia Company
 Evidence given at: Daubert hearing - *February 2003*
 Evidence given by: Deposition - *October 2002*
 Retained by: **Dominium Management Co.**
 Counsel: Thomas Gallo - Robins Kaplan

21. Matter: Lowe's Home Centers, Inc. v. General Electric Company
 Evidence given at: Trial - *February 2002*
 Evidence given at: Daubert hearing - *May 2001*
 Evidence given by: Deposition - *February 2001*
 Evidence given by: Deposition - *July 2000*
 Retained by: **Lowe's Home Centers, Inc.**
 Counsel: Steve Berlin, Susan Cooper & Rick Horder - Kilpatrick Stockton

20. Matter: Southeastern Oncology Associates, v. CSC Healthcare Inc.(Nichols TXEN Corp.)
 Evidence given at: Arbitration - *November 2001*
 Retained by: **CSC Healthcare Inc.**
 Counsel: Joel Brown & Chris Christie - Bradley Arant Rose & White

19. Matter: Dr. Marshall Nash v. Georgia Neurology Associates
 Evidence given by: Arbitration - *May 2000*
 Retained by: **Dr. Marshall Nash**
 Counsel: Peter Weisz & Associates

18. Matter: Prime Rate Premium Finance Corp., Inc. et al. v. Unisun Insurance Company
 Evidence given by: Deposition - *April 2000*
 Retained by: **Unisun Insurance Co.**
 Counsel: Tom Salane - Turner, Padgett, Graham & Laney

17. Matter: Klein v. Klein
 Evidence given at: Trial - *March 2000*
 Retained by: **Ms. Klein**
 Counsel: Michelle Rapoport - Rubin, Winter, Rapoport & Hall

16. Matter: Cat Trax Inc. vs. West Marine Inc.
 Evidence given by: Deposition - *February 2000*
 Evidence given by: Report - *February 2000*
 Retained by: **West Marine Inc.**
 Counsel: John Watkins - Long Aldridge & Norman

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 Testimony Experience & Fiduciary Appointments



Testimony Experience

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| 15. | Matter: Huttig Sash & Door Co. v. Millwork Sales Inc.
Evidence given by: Deposition - <i>February 2000</i>
Retained by: Millwork Sales Inc.
Counsel: Thom Kilpatrick - Alston & Bird |
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| 14. | Matter: B&N Companies, Inc. v. Blockbuster Video, Inc.
Evidence given by: Deposition - <i>November 1999</i>
Evidence given by: Affidavit - <i>November 1999</i>
Retained by: Blockbuster Video
Counsel: Rebecca Lamberth - Alston & Bird |
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| 13. | Matter: Dr. Pridemore v. Orthodontic Centers of America
Evidence given by: Deposition - <i>January 1999</i>
Retained by: Dr. Pridemore
Counsel: Neal Berinhout - Kilpatrick Stockton |
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| 12. | Matter: CenCel, Inc., MCT Cellular, Inc. and SCC Cellular Telephone Corp. v. Contel Cellular
Evidence given at: Trial - <i>December 1998</i>
Evidence given by: Deposition - <i>October 1998</i>
Evidence given by: Report - <i>September 1998</i>
Retained by: Contel Cellular
Counsel: Tupper Kinder - Nelson Kinder Mosseeau & Gordon (New Hampshire) |
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| 11. | Matter: Nordiska Tele8 v. Integretel Inc.
Evidence given at: Mediation - <i>December 1998</i>
Retained by: Tele8
Counsel: K. Diemer - Campeau & Thomas (California) |
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| 10. | Matter: Highland Pines Nursing Manor, Inc., SMS, et al. v. TheraTx, Inc. et al.
Evidence given by: Deposition - <i>December 1998</i>
Retained by: TheraTx, Inc.
Counsel: Rebecca Simmons - Akin, Gump, Strauss, Hauer & Feld, LLP (Texas) |
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| 9. | Matter: Multiskins International v. AWC Liquidation Corp.
Evidence given at: Trial - <i>July 1998</i>
Evidence given by: Deposition - <i>June 1998</i>
Evidence given by: Report - <i>April 1998</i>
Retained by: Multiskins International
Counsel: Anne Bookout - Smith, Katzenstein & Furlow, LLP (Delaware) |
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| 8. | Matter: American Family Brands Inc. v. GEI et al.
Evidence given by: Deposition - <i>March 1998</i>
Evidence given by: Report - <i>January 1998</i>
Retained by: American Family Brands
Counsel: Thomas Biemer - Dilworth, Paxson LLP (Pennsylvania) |
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 Testimony Experience & Fiduciary Appointments



Testimony Experience

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| 7. | Matter: Curtice v. Bay Area Cellular Telephone Co. and GTE Mobilnet
Evidence given by: Declaration - <i>February 1998</i>
Retained by: GTE Mobilnet
Counsel: Peter Kontio & Elise Kirban - Alston & Bird (Georgia) |
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| 6. | Matter: Shell Oil v. Transdistribution, ABC Building Company, et al.
Evidence given by: Deposition - <i>October 1997</i>
Retained by: ABC Building Company
Counsel: David Patterson - Keener, Doucher, Curley, Patterson (Ohio)
Bob Hill - McLain & Merrit (Georgia) |
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| 5. | Matter: Tom Cooper v. Kodak et al.
Evidence given by: Deposition - <i>February 1997</i>
Retained by: Tom Cooper
Counsel: John Marshall - Marshall Law Group (Georgia) |
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| 4. | Matter: Stoval Nissan, Inc. v. Nissan Motor Credit Corp.
Evidence given by: Deposition - <i>January 1997</i>
Retained by: Stoval Nissan, Inc.
Counsel: Robert C. Koski - The Koski Firm (Georgia) |
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| 3. | Matter: BI-LO Inc. v. Ingles Supermarkets
Evidence given at: Trial - <i>March 1997</i>
Evidence given by: Deposition - <i>September 1996</i>
Evidence given by: Affidavit - <i>June 1996</i>
Retained by: BI-LO Inc.
Counsel: Harvey Sanders - Leatherwood Walker Todd & Mann (South Carolina) |
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| 2. | Matter: Southern Loan Co. v. Unisun Insurance
Evidence given at: Trial - <i>August 1997</i>
Evidence given by: Deposition - <i>July 1996</i>
Retained by: Unisun Insurance
Counsel: Thomas Salane - Turner, Padgett, Graham, and Laney (South Carolina) |
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| 1. | Matter: Georgia v. Michael H. Chapel
Court: Superior Court of Gwinnett County
Evidence given at: Trial - <i>Fall 2005</i>
Retained by: M. H. Chapel Defense Fund
Counsel: Johnny Moore, Esq. (Georgia) - Turner, Padgett, Graham, and Laney (South Carolina) |
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 Testimony Experience & Fiduciary Appointments



Testimony Experience - Tobacco Litigation

11. Matter: Rozar v. R.J. Reynolds Tobacco Company, et al.
Engle Progeny Cases – Tobacco Litigation
- Court: Circuit Court of the Eleventh Judicial Circuit, Dade County, Florida (Civil Division)
 Case No.: 2017-CA-004311
 Evidence given by: Deposition - February 2018
 Retained by: **Myra Rozar**
 Counsel: Robert Shields, Esq. - Doffermyre, Shields, Canfield, Knowles & Devine LLC
 Nelson Kinder Mosseeau & Gordon (New Hampshire)
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10. Matter: Faricy Pardue v. R.J. Reynolds Tobacco Company, et al.
Engle Progeny Cases – Tobacco Litigation
- Court: Circuit Court of the Eighth Judicial Circuit, Alachua County, Florida (Civil Division) Case
 Case No.: 01-2014-CA-2010
 Evidence given at: Trial - December 2016
 Evidence given by: Deposition - April 2016 & November 2016
 Retained by: **Estate of John H. Faricy**
 Counsel: Robert Shields, Esq. & Leslie Bryan, Esq. - Doffermyre, Shields, Canfield, Knowles & Devine LLC
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9. Matter: Gamble v. R.J. Reynolds Tobacco Company, Philip Morris, Inc., Lorillard Tobacco Company,
 Liggett Group LLC and Vector Group LLC
Engle Progeny Cases – Tobacco Litigation
- Court: Circuit Court of the Fourth Judicial Circuit, Duval County, Florida (Civil Division) Case
 Case No.: 08-00404-CA 32
 Evidence given by: Deposition - December 2015
 Retained by: **Estate of Donald E. Gamble**
 Counsel: Robert Shields, Esq. & Leslie Bryan, Esq. - Doffermyre, Shields, Canfield, Knowles & Devine LLC
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8. Matter: Jordan v. R.J. Reynolds Tobacco Company, Philip Morris, Inc., Lorillard Tobacco Company,
 Liggett Group LLC and Vector Group LLC
Engle Progeny Cases – Tobacco Litigation
- Court: Circuit Court of the Fourth Judicial Circuit, Duval County, Florida (Civil Division)
 Case No.: 2008-CA-15000
 Evidence given at: Trial (Video) - August 2015
 Evidence given by: Deposition - June 2015
 Retained by: **Elaine Jordan**
 Counsel: Robert Shields, Esq. & Leslie Bryan, Esq. - Doffermyre, Shields, Canfield, Knowles & Devine LLC
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7. Matter: Brown v. R.J. Reynolds Tobacco Company, Philip Morris, Inc., Lorillard Tobacco Company,
 Liggett Group LLC and Vector Group LLC
Engle Progeny Cases – Tobacco Litigation
- Court: Circuit Court of the Fourth Judicial Circuit, Duval County, Florida (Civil Division)
 Case No.: 5:09-CV-00205-D
 Evidence given by: Deposition - January 2015 & December 2010
 Retained by: **Estate of Rayfield Brown**
 Counsel: Robert Shields, Esq. & Leslie Bryan, Esq. - Doffermyre, Shields, Canfield, Knowles & Devine LLC
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Testimony Experience - Tobacco Litigation

6. Matter: Taylor v. R.J. Reynolds Tobacco Company, Philip Morris, Inc., Lorillard Tobacco Company, Liggett Group LLC and Vector Group LLC
Engle Progeny Cases – Tobacco Litigation
 Court: Circuit Court of the Fourth Judicial Circuit, Duval County, Florida (Civil Division)
 Case No.: 2007-CA-11654
 Evidence given at: Trial - November 2014
 Retained by: **Helen Taylor**
 Counsel: Robert Shields, Esq. & Leslie Bryan, Esq. - Doffermeyre, Shields, Canfield, Knowles & Devine LLC

5. Matter: Ellis v. R.J. Reynolds Tobacco Company, Philip Morris, Inc., Lorillard Tobacco Company, Liggett Group LLC and Vector Group LLC
Engle Progeny Cases – Tobacco Litigation
 Court: Circuit Court of the Fourth Judicial Circuit, Duval County, Florida (Civil Division)
 Case No.: 2008-CA-15000
 Evidence given by: Deposition - May 2014
 Retained by: **Ken Ellis, as Personal Representative of the Estate of Betty Owens**
 Counsel: Robert Shields, Esq. & Leslie Bryan, Esq. - Doffermeyre, Shields, Canfield, Knowles & Devine LLC

4. Matter: Clayton v. R.J. Reynolds Tobacco Company, Philip Morris, Inc., Lorillard Tobacco Company, Liggett Group LLC and Vector Group LLC
Engle Progeny Cases – Tobacco Litigation
 Court: Circuit Court of the Fourth Judicial Circuit, Duval County, Florida (Civil Division)
 Case No.: 2008-CA-15000
 Evidence given by: Deposition - January 2014
 Retained by: **Gloria Clayton, as Personal Representative of the Estate of David Clayton**
 Counsel: Robert Shields, Esq. - Doffermeyre, Shields, Canfield, Knowles & Devine LLC
 Laura M. Shamp, Esq. – Laura M. Shamp, LLC

3. Matter: Odum v. R.J. Reynolds Tobacco Company, Philip Morris, Inc., Lorillard Tobacco Company, Liggett Group LLC and Vector Group LLC
Engle Progeny Cases – Tobacco Litigation
 Court: Circuit Court of the Fourth Judicial Circuit, Duval County, Florida (Civil Division)
 Index No.: 2007-CA-11175
 Evidence given by: Deposition - February 2013
 Retained by: **Sharon Odum, as Personal Representative of the Estate of Ethelene Hazouri**
 Counsel: Robert Shields, Esq. - Doffermeyre, Shields, Canfield, Knowles & Devine LLC
 Laura M. Shamp, Esq. – Laura M. Shamp, LLC

2. Matter: Sikes v. R.J. Reynolds Tobacco Company, Philip Morris, Inc., Lorillard Tobacco Company, Liggett Group LLC and Vector Group LLC
Engle Progeny Cases – Tobacco Litigation
 Court: Circuit Court of the Fourth Judicial Circuit, Duval County, Florida (Civil Division)
 Case No.: 2008-CA-15000
 Evidence given at: Trial - September 2012
 Evidence given by: Deposition - May 2012
 Retained by: **Estate of Jimmie Wayne Sikes**
 Counsel: Robert Shields, Esq. & Leslie Bryan, Esq. - Doffermeyre, Shields, Canfield, Knowles & Devine LLC

1. Matter: Sury v. R.J. Reynolds Tobacco Company, Philip Morris, Inc., Lorillard Tobacco Company, Liggett Group LLC and Vector Group LLC
Engle Progeny Cases – Tobacco Litigation
 Court: Circuit Court of the Fourth Judicial Circuit, Duval County, Florida (Civil Division)
 Case No.: 2007-CA-11175
 Evidence given by: Deposition - September 2011
 Retained by: **Estate of Robert Sury**
 Counsel: Robert Shields, Esq. - Doffermeyre, Shields, Canfield, Knowles & Devine LLC
 Laura M. Shamp, Esq. – Laura M. Shamp, LLC

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 Testimony Experience & Fiduciary Appointments



Fiduciary Appointments

15. Matter: Re: Le Centre on Fourth, LLC
 Court: U.S. Bankruptcy Court, Southern District of Florida, Fort Lauderdale Division

 Case No.: 17-23632-RBR
 Role: **Ratner – Appointed Chief Restructuring Officer**
 Retained: *November 2017*

14. Matter: General Financial, Inc. / Lakeview Holdings, Inc. and related entities
 Role: **Ratner – Appointed Chief Restructuring Officer**
 Retained: *February 2017*

13. Matter: Custom Teleconnect, Inc. v. Billing Concepts, Inc., et al
 Court: American Arbitration Association File
 Case No.: 70-103-Y-00571-11
 Role: **Ratner – Appointed Accounting Neutral**
 Retained: *August 2012*

12. Matter: Sousan Badii, Deceased, by and through Ramin Badii as Executor of the Estate of Sousan Badii v. Metropolitan Hospice, Inc.
 Court: Court of Chancery, State of Delaware
 Case No.: 6192-VCP
 Role: **Ratner – Appointed Receiver**
 Retained: *March 2012*

11. Matter: Guy & Amy Mitchell v. Vernon S. Veira, Vernon S. Veira & Associates, and W. Management Co. LLC
 Court: Eastern Caribbean Supreme Court, High Court of Justice, Saint Christopher Circuit
 Claim No.: SKBHCV 2009/97
 Role: **Ratner – Appointed Receiver**
 Retained: *December 2009*

10. Matter: Stratus Group, Inc., Stratus Holdings Group of Florida, LLC, Freeway Auto Credit, LLC, & Stratus Group Equipment, LLC
 Court: U.S. Bankruptcy Court, Middle District of Georgia (Albany)
 Case No.: 08-11096, 08-11097, 08-11098, 08-11488
 Role: **Ratner – Appointed Liquidating Trustee**
 Retained: *December 2008*

9. Matter: LEC, LLC – a Telecom Service - Provider Missouri Corporation
 Role: **Ratner – Appointed Managing Member to Effect Liquidation and Dissolution**
 Retained: *November 2008*

8. Matter: JMV Fixed Income Arbitrage Performance Partners, Ltd., Regenmacher Holdings Limited, and Siam Capital Management Ltd.
 Court: Eastern Caribbean Supreme Court, Anguilla Circuit
 Claim No.: AXA HCV 2008/0042
 Role: **Ratner – Appointed Interim Receiver**
 Retained: *July 2008*

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 Testimony Experience & Fiduciary Appointments



Fiduciary Appointments

7. Matter: M & A Homes, LLC
 Court: U.S. Bankruptcy Court, Northern District of Georgia (Atlanta)
 Case No.: 07-66511(PWB)
 Role: **Ratner – Appointed Chapter 7 Bankruptcy Trustee**
 Retained: *August 2007*

6. Matter: Multiplan, Inc. v. Coalition America, Inc.
 Court: American Arbitration Association File
 Case No.: 30 Y 181 0222 04
 Role: **Ratner – Appointed Special Auditor to Arbitrator**
 Retained: *May 2005*

5. Matter: Scott W. Ainsworth, M.D., v. Metro Atlanta Gastroenterology, LLC et al.
 Court: American Arbitration Association File
 Case No.: 30 Y 180 00188 04
 Role: **Ratner – Appointed to Arbitration Panel - American Arbitration Association**
 Retained: *April 2005*

4. Matter: CSX Transportation, Inc. v. B&L Financial, Inc., et al.
 Court: U.S. District Court for the Northern District of Georgia (Atlanta)
 Case No.: 1:02-CV-2190-MHS
 Role: **Ratner – Appointed Special Master**
 Retained: *January 2004*

3. Matter: Borden Chemicals & Plastics, OLP
 Court: U.S. Bankruptcy Court, District of Delaware
 Case No.: 01-1268(PJW)
 Role: **Ratner – Appointed Liquidating Agent**
 Retained: *March 2003*

2. Matter: Florida Department of Agriculture and Consumer Services and Children's Wish Foundation International, Inc Settlement Agreement
 Role: **Ratner – Appointed Special Master Monitor**
 Retained: *Spring 2003*

1. Matter: USA v. Martin Miller
 Court: United States District Court, District of Columbia
 Case No.: 94-419-01
 Role: **Ratner – Appointed Independent Expert by Magistrate Court**
 Evidence given at: Trial - *September 1999*
 Evidence given by: Report - *September 1999*
 Retained by: **United States Attorney**
 Counsel: Virginia Cheatham (Washington DC)
