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. 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

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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”). 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](image)

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

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

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  
Michael A. Caplan  
Georgia Bar No. 601039
James W. Cobb  
Georgia Bar No. 420133  
T. Brandon Waddell  
Georgia Bar No. 252639  
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abrown@caplancobb.com  

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
Michael A. Caplan
Georgia Bar No. 601039
CAPLAN COBB LLC
75 Fourteenth Street NE, Suite 2700
Atlanta, Georgia 30309
(404) 596-5600 – Office
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mcaplan@caplancobb.com

Counsel for Plaintiffs and the Class
Exhibit B

Declaration of Ian Ratner
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 Agreement

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

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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:

\[ \text{iii. } \text{Lengthen Baseline Inactivity Policy to 180 Days.} \]

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.

\[ \text{iv. } \text{Notice of and Assent to Baseline Inactivity Policy in IVR Account-}
\]

\[ \text{Establishment Process.} \]

Within 120 days of the Effective Date, and continuing throughout the Compliance Term, GTL agrees to and will incorporate into its IVR

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\(^7\) 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 Accountholder 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”).

### 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

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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 Term\(^9\) 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 [省略]. I also summarize the previous twelve months, the period beginning February 2020 and ending January 2021, which had [省略] 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 (\[
\frac{\text{省略}}{\text{省略}} - 100\% = 17.1\%.
\])

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.

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\(^9\) 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.
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

<table>
<thead>
<tr>
<th>Period</th>
<th>Estimated GTL Breakage Revenue Same As Most Recent 12 Months Ending January 2022</th>
<th>Estimated GTL Breakage Revenue Assuming 17.1% Growth Rate [1]</th>
<th>Estimated GTL Breakage Revenue Assuming 5% Growth Rate [1]</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 2022 - July 2023</td>
<td></td>
<td>$18,184,521</td>
<td>$17,173,473</td>
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<tr>
<td>August 2023 - July 2024</td>
<td></td>
<td>$21,288,419</td>
<td>$18,032,147</td>
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<td>August 2024 - July 2025</td>
<td></td>
<td>$24,922,117</td>
<td>$18,933,754</td>
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<tr>
<td>August 2025 - July 2026</td>
<td></td>
<td>$29,176,048</td>
<td>$19,880,442</td>
</tr>
<tr>
<td>August 2022 - July 2027</td>
<td></td>
<td>$34,156,078</td>
<td>$20,874,464</td>
</tr>
<tr>
<td>Five Year Total</td>
<td>$83,773,040</td>
<td>$127,727,184</td>
<td>$94,894,280</td>
</tr>
</tbody>
</table>

[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

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\[10\] 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 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 x 12 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

<table>
<thead>
<tr>
<th>Period</th>
<th>Estimated Reduction in GTL Breakage Revenue If Same As 16 Months Ending January 2022</th>
<th>Estimated Reduction in GTL Breakage Revenue Assuming 17.1% Growth Rate [1]</th>
<th>Estimated Reduction in GTL Breakage Revenue Assuming 5% Growth Rate [1]</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 2022 - July 2023</td>
<td>$5,336,292</td>
<td>$5,791,715</td>
<td>$5,469,699</td>
</tr>
<tr>
<td>August 2023 - July 2024</td>
<td>5,336,292</td>
<td>6,780,297</td>
<td>5,743,184</td>
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<tr>
<td>August 2024 - July 2025</td>
<td>5,336,292</td>
<td>7,937,619</td>
<td>6,030,343</td>
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<tr>
<td>August 2025 - July 2026</td>
<td>5,336,292</td>
<td>9,292,483</td>
<td>6,331,861</td>
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<tr>
<td>August 2022 - July 2027</td>
<td>5,336,292</td>
<td>10,878,608</td>
<td>6,648,454</td>
</tr>
</tbody>
</table>

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.

[Signature]
Ian Ratner, CPA, ABV, ASA, CFE, CA, CBV

March 24, 2022
Date
### Exhibit 1 -- GTL Monthly Breakage Revenue

<table>
<thead>
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<th>Month/Year</th>
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Exhibit 1 -- GTL Monthly Breakage Revenue

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<th>Month/Year</th>
<th>GTL Breakage Revenue</th>
<th>12 Months Ending January 2021</th>
<th>12 Months Ending January 2022</th>
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APPENDIX 1
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 restructuring 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.
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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Testimony Experience

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

   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 Country 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

   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
## Testimony Experience

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<td>United States District Court for the Western District of Texas, San Antonio Division</td>
<td>Deposition – April 2021</td>
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<td>Medline Industries, Inc. (Plaintiff) vs. Stryker Sustainability Solutions, Inc. (Defendant)</td>
<td>United States District Court for the Northern District of Alabama, Southern Division</td>
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<td>Michael Wexler / Kevin J. Mahoney – Seyfarth Shaw LLP</td>
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<td>Theresa Hill (Plaintiff) vs. LexisNexis Risk Solutions Inc. (Defendant)</td>
<td>United States District Court for the Western District of Missouri at Kansas City</td>
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<td>Legacy Preservation, LLC v. RVedell, LLC</td>
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<td>Legacy Preservation, LLC</td>
<td>Jason S. Alloy, Esq. / Rachel Gage, Esq. - Robbins Ross Alloy Belinfante Littlefield LLC</td>
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    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

    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

    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

    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.

    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
    Counsel: Amy Keller, Esq. & Adam Prom, Esq. – DiCello Levitt Gutzler LLC
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| Managed Health Care Administration, Inc. and Alabama Psychiatric     | American Arbitration Association           | 01-16-0002-2259     | Arbitration Hearing - July 2019 | Blue Cross and Blue Shield of Alabama and New Directions | Thomas DeBray – Balch & Bingham LLP (BCBS)  
| Services, P.C. v. Blue Cross and Blue Shield of Alabama and New      |                                            |                     |                            | Chris Kimble – Balch & Bingham LLP (BCBS)          | R. Scott Beeler – Lathrop & Gage LLP (New Directions) |
| Directions Behavioral Health, LLC                                    |                                            |                     |                            |                                                   |                                                                        |
|                                                                    | Middle District of Florida                 |                     |                            |                                                  | Emily Y. Rottmann – McGuire Woods LLP                                   |
| NCR Corporation v. Pendum, LLC and Burroughs, Inc.                   | United States District Court for the       | 1:16-CV-04114-SCJ   | Deposition - July 2019      | NCR Corporation                                  | Stephen E. Baskin – Mayer Brown, LLP/King & Spalding LLP  
|                                                                    | Northern District of Georgia               |                     |                            |                                                  | Peter Schmidt – Mayer Brown, LLP/King & Spalding LLP                    |
|                                                                    | Northern District of Georgia               |                     |                            |                                                  |                                                                        |
| Trustee v. David Bonderman, et al. in re: Hellas Telecommunications  | County of New York                         |                     |                            | Company, as Trustee                              |                                                                        |
| Finance, S.C.A. and Hellas Telecommunication I, S.à.r.l, Judgment   |                                            |                     |                            |                                                  |                                                                        |
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| 103. | Matter: South Carolina Electric & Gas Company (Scana) 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 (Scana) | Counsel: David Balser – King & Spalding LLP | Jon Chally – King & Spalding LLP |
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<td>Jordi Guso, Esq. and Paul Singerman, Esq. – Berger Singerman</td>
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<td>95. Calesa Associates, LP et al. v. American Capital, Ltd et al. (Re: Halt Medical)</td>
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<td>Chris Giovinazzo – Bondurant, Mixson &amp; Elmore LLP</td>
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<td>90. PFT Technology LLC v. Robert Weiser v. Patrick Keelan, Thomas Smith, and Frank Castellano</td>
<td>Supreme Court of the State of New York, County of Nassau</td>
<td>8679-12</td>
<td>Trial - September 2016</td>
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<td>William Wallach – McCarter &amp; English LLP</td>
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89. Matter: In Re: AstroTurf, LLC
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Case No.: 16-41504
Evidence given at: Trial - August 2016
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Retained by: Official Committee of General Unsecured Creditors
Counsel: Frank DeBorde & Lisa Wolgast – Morris, Manning & Martin LLP

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

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

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

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

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
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Retained by: Predictix, LLC
Counsel: James A. Washburn, Esq. - Troutman Sanders LLP
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   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
   Counsel: David Balser, Esq. & Lawrence Slovensky, Esq. - King & Spalding LLP

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
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   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)

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

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

   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

   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
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

   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

   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.: 1:11-cv-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
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   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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<td>Peter Howard and Patrick O’Kelley - Stikeman Elliott (Ontario, Canada)</td>
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65. Matter: Innotex 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
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   Retained by: Innotex Precision Limited
   Counsel: Christopher G. Campbell - DLA Piper

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

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

   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.

   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

   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

   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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<td>The Superior Court of DeKalb County, State of Georgia</td>
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<td>Andrew Shore - Phillips &amp; Morgan LLP</td>
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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

   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
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   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
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   Retained by: River’s Edge Pharmaceuticals, LLC
   Counsel: Robert Brazier, Esq. - Gambrell & Stolz, LLP

   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
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   Retained by: Samuel and Stiles Kellet
   Counsel: Michael Bowers, Esq. and Chris Anulewicz, Esq. - Balch & Bingham, LLP

   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
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   Retained by: City of Atlanta
   Counsel: Robert Caput - City of Atlanta – Law Department

   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

   Court: The US District Court for the Northern District of Georgia, Atlanta Division
   Case No.: 1:02-CV-1622
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   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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<td>35. Accounting Machine Systems, Inc. v. Branch Banking &amp; Trust Company</td>
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<td>Jay Silver, Esq. - Kilpatrick Stockton LLP</td>
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<td>34. Del Monte Fresh Produce N.A. v. Georgia National Produce, LLC et al.</td>
<td>The US District Court for the Northern District of Georgia, Atlanta Division</td>
<td>1:04-CV-0769</td>
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<td>33. DryKor Inc. v. FlatPlate Inc.</td>
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<td>David Zacks &amp; Audra Dial - Kilpatrick Stockton</td>
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<td>32. Delta Airlines Inc. v. The Smart Flyer et al.</td>
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<td>Frank M. Lowrey IV - Bondurant, Mixson &amp; Elmore, LLP</td>
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<td>31. Atlanta Retail, Inc f/k/a Wolf Camera v. The Eastman Kodak Company</td>
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<td>The Eastman Kodak Company</td>
<td>Neil Olack - DuAnne Morris &amp; Dan Sklar - Nixon Peabody</td>
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## Testimony Experience

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<td>13.</td>
<td>Dr. Pridemore v. Orthodontic Centers of America</td>
<td>Deposition - January 1999</td>
<td>Dr. Pridemore</td>
<td>Neal Berinhout - Kilpatrick Stockton</td>
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<tr>
<td>9.</td>
<td>Multiskins International v. AWC Liquidation Corp.</td>
<td>Trial - July 1998</td>
<td>Multiskins International</td>
<td>Anne Bookout - Smith, Katzenstein &amp; Furlow, LLP (Delaware)</td>
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Testimony Experience & Fiduciary Appointments
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7. Matter: Curtice v. Bay Area Cellular Telephone Co. and GTE Mobilnet
   Evidence given by: Declaration - February 1998
   Retained by: GTE Mobilnet
   Counsel: Peter Kontio & Elise Kirban - Alston & Bird (Georgia)

   Evidence given by: Deposition - October 1997
   Retained by: ABC Building Company
   Counsel: David Patterson - Keener, Doucher, Curley, Patterson (Ohio)
            Bob Hill - McLain & Merrit (Georgia)

   Evidence given by: Deposition - February 1997
   Retained by: Tom Cooper
   Counsel: John Marshall - Marshall Law Group (Georgia)

   Evidence given by: Deposition - January 1997
   Retained by: Stoval Nissan, Inc.
   Counsel: Robert C. Koski - The Koski Firm (Georgia)

3. Matter: BI-LO Inc. v. Ingles Supermarkets
   Evidence given at: Trial - March 1997
   Evidence given by: Deposition - September 1996
   Evidence given by: Affidavit - June 1996
   Retained by: BI-LO Inc.
   Counsel: Harvey Sanders - Leatherwood Walker Todd & Mann (South Carolina)

2. Matter: Southern Loan Co. v. Unisun Insurance
   Evidence given at: Trial - August 1997
   Evidence given by: Deposition - July 1996
   Retained by: Unisun Insurance
   Counsel: Thomas Salane - Turner, Padget, Graham, and Laney (South Carolina)

1. Matter: Georgia v. Michael H. Chapel
   Court: Superior Court of Gwinnett County
   Evidence given at: Trial - Fall 2005
   Retained by: M. H. Chapel Defense Fund
   Counsel: Johnny Moore, Esq. (Georgia) - Turner, Padget, Graham, and Laney (South Carolina)
Testimony Experience - Tobacco Litigation

   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)

           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

           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

           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
## Testimony Experience - Tobacco Litigation

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### Fiduciary Appointments

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<td>15. Re: Le Centre on Fourth, LLC</td>
<td>U.S. Bankruptcy Court, Southern District of Florida, Fort Lauderdale Division</td>
<td>17-23632-RBR</td>
<td>Ratner – Appointed Chief Restructuring Officer</td>
<td>November 2017</td>
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<tr>
<td>14. General Financial, Inc. / Lakeview Holdings, Inc. and related entities</td>
<td></td>
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<td>Ratner – Appointed Chief Restructuring Officer</td>
<td>February 2017</td>
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<td>10. Stratus Group, Inc., Stratus Holdings Group of Florida, LLC, Freeway Auto Credit, LLC, &amp; Stratus Group Equipment, LLC</td>
<td>U.S. Bankruptcy Court, Middle District of Georgia (Albany)</td>
<td>08-11096, 08-11097, 08-11098, 08-11488</td>
<td>Ratner – Appointed Liquidating Trustee</td>
<td>December 2008</td>
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<td>9. LEC, LLC – a Telecom Service - Provider Missouri Corporation</td>
<td></td>
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<td>Ratner – Appointed Managing Member to Effect Liquidation and Dissolution</td>
<td>November 2008</td>
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<td>7. Matter: M &amp; A Homes, LLC</td>
<td>U.S. Bankruptcy Court, Northern District of Georgia (Atlanta)</td>
<td>07-66511(PWB)</td>
<td>Ratner – Appointed Chapter 7 Bankruptcy Trustee</td>
<td>August 2007</td>
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<tr>
<td>1. Matter: USA v. Martin Miller</td>
<td>United States District Court, District of Columbia</td>
<td>94-419-01</td>
<td>Ratner – Appointed Independent Expert by Magistrate Court</td>
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<td>Evidence given at:</td>
<td>Trial - September 1999</td>
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<td>United States Attorney</td>
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<td>Evidence given by:</td>
<td>Report - September 1999</td>
<td></td>
<td>Virginia Cheatham (Washington DC)</td>
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