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 15

16 *Class Counsel*

17 **UNITED STATES DISTRICT COURT**
 18 **CENTRAL DISTRICT OF CALIFORNIA**
SOUTHERN DIVISION

19 PHILIP ALVAREZ, RANDALL
 20 BETTISON, MARC KELLEHER, and
 21 DARLENE VAUGH, individually and
 on behalf of all others similarly situated,
 22

23 Plaintiffs,

24 v.

25 SIRIUS XM RADIO INC.,
 26 Defendant.
 27

Case No. 2:18-cv-08605-JVS-SS

**DECLARATION OF ROBERT R.
 AHDOOT IN SUPPORT OF
 PLAINTIFFS' MOTION FOR FINAL
 APPROVAL OF CLASS ACTION
 SETTLEMENT**

Hon. James V. Selna, presiding

Date: January 25, 2021
 Time: 1:30 PM
 Location: Courtroom 10C
 411 West 4th Street,
 Santa Ana, CA 92701

DECLARATION OF ROBERT R. AHDOOT

1
2 I, Robert R. Ahdoot, declare under penalty of perjury, pursuant to 28 U.S.C. §
3 1746 and based on my own personal knowledge and, where indicated as based on
4 information and belief, that the following statements are true:

5 1. I am a partner and founding member of Ahdoot & Wolfson, PC (“AW”),
6 and a member in good standing of the bar of the State of California. I was appointed by
7 the Court as one of the Class Counsel in this Action. I respectfully submit this declaration
8 in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement.¹

9 2. As explained in my declaration in support of Plaintiffs’ Motion for
10 Attorneys’ Fees and Expenses and for Service Payments (ECF 83-1), AW had the
11 experience and expertise to effectively litigate any and all issues related to this litigation.

12 3. AW, along with our co-Class Counsel have vigorously and zealously
13 represented the interests of the proposed Class from the inception of this hard-fought
14 litigation until the present, through an onslaught of impediments, facing and overcoming
15 every obstacle plaintiffs could face prior to trial in a class action. The Settlement is the
16 result of extensive arms’-length negotiations overseen by Judge Carl West (Ret.), a
17 respected and experienced JAMS mediator and former California Superior Court Judge.

18 4. The Settlement represents an achievement that most likely is better than any
19 result Plaintiffs could hope to achieve through continued litigation of these actions, were
20 they to certify a class and make it to trial before a court — no mean feat, particularly
21 given that this Court previously compelled the earliest filed of these actions to individual
22 arbitration under the terms of Defendant’s alleged subscriber agreement.

23 5. Given the heavy obstacles and inherent risks Plaintiffs face with respect to
24 their claims, the risks inherent in complex class action litigation, the reaction of the Class
25 Members to the Settlement, and based on my extensive experience in complex class

26 ¹ Unless otherwise defined herein, capitalized words and phrases shall have the
27 same meaning as in the Definitions section (Section II) of the Settlement Agreement
28 (“Settlement Agreement,” “Settlement,” or “SA”) filed in this Action. (ECF 68.)

1 actions similar to this Action, I believe that the Settlement is fair, reasonable, and
2 adequate, and merits final approval.

3 6. After the Court preliminarily approved the proposed Settlement and the
4 Settlement's proposed Notice Plan on July 15, 2020 (*see* Order Regarding Motion for
5 Preliminary Approval of Class Action Settlement, ECF 75), Class Counsel worked
6 closely with the Settlement Administrator to supervise dissemination of Notice to Class
7 Members.

8 7. The reaction from Class Members has been resoundingly positive.

9 8. The Claim Deadline is January 12, 2021. The Settlement Administrator
10 reports that, as of December 11, 2020, it has received a total of 6,210 Claims, which is
11 higher than the number of claims reported as of December 10, 2020 (*i.e.* 6,158). (*see*
12 Declaration of Cameron R. Azari, Esq. on Implementation and Adequacy of Settlement
13 Notice Plan ("2nd Azari Decl."), ECF 85 ¶ 26.)

14 9. In addition, there have been numerous inquiries by Class Members to my
15 office all of whom, to date, have expressed support for the terms of the Settlement.

16 10. The deadline for Class Members to opt-out or object to the Settlement was
17 November 30, 2020. The Settlement Administrator reports that, as of December 10, 2020,
18 only 37 persons submitted valid requests for exclusion from the Settlement and a total of
19 5 objections. (*see* 2nd Azari Decl. ¶¶ 24-25.) Together, these individuals represent a
20 minuscule percentage (far less than 1%) of the Class.

21 **OBJECTIONS TO THE SETTLEMENT**

22 11. Class Counsel are aware of only five (5) objections to the Settlement. These
23 objections were interposed by the following persons:

- 24 • Yves A. Doublette (a true and correct copy of the objection interposed
25 by Mr. Doublette is attached hereto as **Exhibit A**);
- 26 • Adam R. Klock (a true and correct copy of the objection interposed
27 by Mr. Klock is attached hereto as **Exhibit B**);

- 1 • Mark E. Raabe (a true and correct copy of the objection interposed by
2 Mr. Raabe is attached hereto as **Exhibit C**);
- 3 • Joshua A. Sauberman (a true and correct copy of the objection
4 interposed by Mr. Sauberman is attached hereto as **Exhibit D**);
- 5 • Tim Zeichert (a true and correct copy of the objection interposed by
6 Mr. Zeichert is attached hereto as **Exhibit E**).

7 12. The Settlement achieved in this litigation is the product of the initiative,
8 investigations, and hard work of skilled counsel.

9 13. Based on my experience and my knowledge regarding the factual and legal
10 issues in this matter, and given the substantial benefits provided by the Settlement, it is
11 my opinion that the proposed Settlement in this matter is fair, reasonable, and adequate,
12 and is in the best interests of the Settlement Class Members.

13
14 I declare under penalty of perjury pursuant to the laws of the United States of
15 America that the foregoing is true and correct. Executed this 18th day of December 2020
16 in Los Angeles, California.


17
18
19
20
21 
Robert R. Ahdoot

EXHIBIT A

November 26, 2020

Re: Class Action Lawsuit Sirius - Objection

Sirius Account # [REDACTED]

To Whom It May Concern,

I am objecting to the settlement of the class action lawsuit with Sirius XM. This settlement regarding the Lifetime Subscription (the name was changed in January 2012 to Sirius Select), does not satisfy me. Not even the \$100.00 payment is good enough because, not only did I pay \$789.49 for the Lifetime Subscription and was never told that the subscription was not for my lifetime, I have been paying a monthly amount that has gone from \$11.24 per month to now \$22.11 per month since June 2013, while holding a lifetime subscription.

I would like to be reimbursed \$10,000.00 for the payments I made from the time we purchased a new vehicle in June of 2013, and also for pain and suffering which occurred not only from persistently contacting Sirius in 2013, speaking to representatives, supervisors, and managers regarding our Lifetime Subscription only to be told that there was nothing that could be done. We were never told that we could transfer our subscription to our new vehicle for a fee or I would have do so. It was offered to me, to purchase a "docking station" and have our subscription transferred to a radio that would be placed in the docking station, that we could take anywhere. Of course we wanted to have Sirius in our vehicle, I tried to get Sirius to put it in our new vehicle explaining them I had not been told that I wouldn't be able to transfer, but to no avail. So, at that time I got new service with Sirius XM Radio, and started being charged \$11.24 per month beginning June 2013.

I also would like to transfer our Sirius Select/Lifetime Subscription to our current vehicle with no charge since I was not given the option to transfer our subscription in 2013 when I purchased a new vehicle.

I paid \$789.49 for a Lifetime Subscription in February 2011 (see attached), I was not told at the time of the purchase that the lifetime subscription was for the lifetime of the radio and not my lifetime, if I had been told this information I would not have purchased the subscription. I believe the Sirius representative that I spoke to did not have a good grasp of the product and failed to give the correct information

I don't know if Sirius had representatives, and managers who were not train well as it was a new service, or if this was some kind of scam that we were sucked into. I do remember the conversation with the representative well, because my wife and I could not believe what we had been told that it was the lifetime of the radio, because who would do that!

I now pay \$22.44 per month, but we never should have made any monthly payments, so I feel that I have been taken advantage of in more ways than one, and these are reasons way I am objecting.

Yves D. Doublette
[REDACTED]



Statement 02/03/2011

Yves Doublette [Redacted]	Account Number [Redacted]	Username [Redacted]	Invoice Number 843345812
-------------------------------------	-------------------------------------	-------------------------------	------------------------------------

Account Summary

Description*	Amount
Previous Balance	-\$789.49
SiriusXM Service	699.00
Service Fees	90.49
Current Charges Subtotal	\$789.49
Total	\$0.00

Service Details for Radio ID [Redacted]

Date	Description*	Charge
02/03/2011-08/03/2014	Sirius Select	\$699.00
02/03/2011-02/03/2011	Activation Fee	15.00
02/03/2011-08/03/2014	U.S. Music Royalty Fee	75.49
	Total Current Charges	\$789.49

*In May, 2011, the names of many Sirius and XM packages were changed. When viewing your current and past online statements, you will see the updated package names displayed.

* Please refer to the SiriusXM Customer Agreement (<http://www.siriusxm.com/customeragreement>) for full details regarding our fees.

EXHIBIT B

IN-PART OBJECTION TO CLASS ACTION SETTLEMENT

(Alvarez v. Sirius XM Radio Inc., Case No. 2:18-cv-08605-JVS-SS)

25 November 2020

To:

Cornelius Dukelow
Abington Cole & Ellery
c/o Lifetime Sirius XM Settlement
P.O. Box 4079
Portland, OR 97208-4079

From:

Adam R. Klock
Email: [REDACTED]
Phone: [REDACTED]
Lifetime Subscription Acct #: [REDACTED]
Subscription Purchase Date: 26-Mar-2006
Active XM Radio ID #: [REDACTED]

RE: In-Part Objection to Class Action Settlement (Alvarez v. Sirius XM Radio Inc.)

Mr. Dukelow:

This letter is a follow-up to an 04-Sept-2020 certified letter you received from me with questions regarding the scope of the Class Action Settlement offer for the Alvarez v. Sirius XM Radio Inc. complaint, and which also summarized the nature of this in-part objection to this settlement offer. As a result of that letter, I received on 24-Nov-2020 a phone call from Jamie Marrs of 'Epiq', the retained 3rd party settlement administrator. At his advisement, I had immediately emailed him a summary of this in-part objection letter as he indicated he would forward this objection to Class Council for potential preliminary review; due to the time sensitive deadline for objection submittals (30-Nov-2020). While I currently have no legal representation or made any previous legal complaint on this matter, please accept this letter as my formal, in-part objection to the Class Action Settlement offer associated with Alvarez v. Sirius XM Radio Inc.

I. Basis of In-Part Objection:

The satellite radio programming content currently being delivered to lifetime subscription holders such as myself does not comply with the initial lifetime subscription product offering. **Defendant** (XM Radio, Inc. and subsequent Sirius XM Radio, Inc.) applied unwarranted restrictions on lifetime subscription access to certain Sirius/XM programming that was originally offered as part of the lifetime subscription product purchased by the Plaintiffs (herein referred to as **Subscribers**), and made this same programming available to lifetime Subscribers' only through the additional purchase of premium programming.

Following 'Merger' of XM Radio and Sirius:

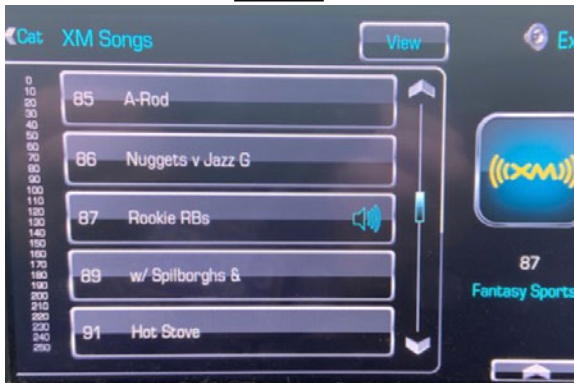
1. Subsequent to Merger, and unbeknownst to the lifetime Subscribers, Defendant created Premium Programming product classification/s, available through a monthly premium subscription fee, which included some of the programming channels previously available from the originally purchased lifetime subscription. Programming removed from lifetime subscriber access included, but was not limited to, "NFL Radio" (current channel 88) and was the primary reason for my purchase of the XM Radio products.
2. Defendant failed to disclose to Subscribers any changes to pre-existing XM Radio lifetime Subscriber programming and/or existing lifetime subscription terms of service prior to Merger. For instance:
 - Any affects to the subscription service if Subscriber makes a future transfer of subscription to an XM vs. Sirius branded radio that existed prior to the merger;
 - Any affects to the subscription service if Subscriber makes a future transfer of subscription to radio equipment developed post Merger, inconsistently referred to and/or branded as a Sirius or XM or Sirius/XM satellite radio products.

IN-PART OBJECTION TO CLASS ACTION SETTLEMENT

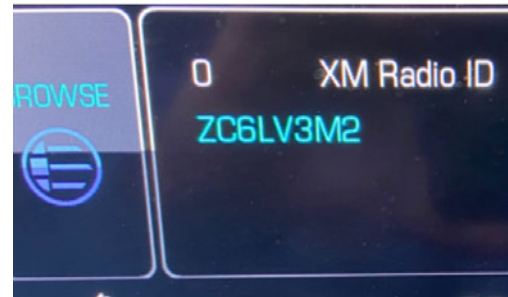
(Alvarez v. Sirius XM Radio Inc., Case No. 2:18-cv-08605-JVS-SS)

3. Without disclosure or explanation at time of Subscriber's phone request to make a second transfer of the lifetime subscription to an XM branded factory radio in a new 2015 Chevy Colorado pickup truck, Defendant failed to disclose to Subscriber that this subscription transfer would disqualify the Lifetime Subscriber from certain previously available programming.
4. Subsequent to transfer of subscription to the 2015 Chevy Colorado factory XM branded radio, some previously available programming was no longer made available to the Lifetime Subscriber. As shown in Pic 1 below, channel 88 ("NFL Radio") is not available on my "XM" branded radio (Pics 1-2).

PIC #1



PIC #2



5. Defendant, upon phone request by Subscriber, refused to return Subscriber's access the the previously available programming, stating it is now XM Premium Programming and no longer available to Lifetime Subscribers that activate a Sirius radio, unless Subscriber enrolled in a fee-based Premium Programming Subscription.
6. Defendant further refused service restoration to Subscriber after being informed that the satellite radio display indicated the "XM" radio branding, and was in fact not branded as "Sirius", further indicating that no lifetime subscriptions include any programming classified as Premium Programming, and a separate fee-based subscription for Premium Programming is required for all their customers.

II. Additional Settlement Request Resulting from In-Part Objection:

Please mandate restoration of lifetime subscriber access (via radio and online) to any and all Sirius XM programming currently available, which also existed at any point during which the lifetime subscription product was offered, whether or not this programming is currently available as premium programming requiring a separate subscription.

Please contact me regarding any questions regarding this in-part objection.

Kind Regards,

Adam R. Klock
[REDACTED]
[REDACTED]

IN-PART OBJECTION TO CLASS ACTION SETTLEMENT

(Alvarez v. Sirius XM Radio Inc., Case No. 2:18-cv-08605-JVS-SS)

Cc:

Honorable District Judge James V. Selna of the United States District Court for
the Central District of California, Southern Division
411 West 4th Street,
Santa Ana, CA 92701

Jamie Marrs (via email)
Epic (3rd Party Settlement Administrator)
jmarrs@epiqglobal.com

Keith Dubanevich
Stoll Stoll Berne
Lokting & Schlachter, PC
c/o Lifetime Sirius XM Settlement
P.O. Box 4079
Portland, OR 97208-4079

Robert Ahdoot
Ahdoot & Wolfson, PC
c/o Lifetime Sirius XM Settlement
P.O. Box 4079
Portland, OR 97208-4079

EXHIBIT C

October 30, 2020

Mark E. Raabe
[REDACTED]

E-mail: [REDACTED]

Robert Ahdoot
Ahdoot & Wolfson, PC
c/o Lifetime Sirius XM Settlement
P.O. Box 4079
Portland, OR 97208-4079

Keith Dubanevich
Stoll Stoll Berne
Lokting & Schlachter, PC
c/o Lifetime Sirius XM Settlement
P.O. Box 4079
Portland, OR 97208-4079

Cornelius Dukelow
Abington Cole & Ellery
c/o Lifetime Sirius XM Settlement
P.O. Box 4079
Portland, OR 97208-4079

Dear sirs:

Re: Case: Alvarez v. Sirius XM Radio Inc., Case No. 2:18-cv-08605-JVS-SS

I am a Class Member of the subject case and wish to submit to the Court the following information:

- i. Your full name, current address, email address and telephone number, as well as the name, email address and telephone number of all attorneys representing you (if any);**

Mark E. Raabe
[REDACTED]

E-mail: [REDACTED]

Ph: [REDACTED]

Legal representation: none

Ahdoot, Dubanevich and Dukelow, Page 2

- ii. **Identify the Lifetime Subscription purchased, including the month and year of the purchase, that brings him or her within the scope of the Settlement Class;**

Date Lifetime Subscription purchased: January 27, 2010

- iii. **State whether you object to the Settlement, in whole or in part; and**

I object to the Settlement, in part.

- iv. **Statement of the legal and factual basis for your objection.**

The objectionable portion of the Settlement is the absence of the Court's review regarding possible violation of consumer protection laws by the Defendant, Sirius XM Radio Inc., resulting from an alleged fraudulent advertising campaign and intended to manipulate the consumer to participate in the Defendant's *Lifetime XM Everything* Subscription Plan (The Plan), contrary to the consumer's best interest. This concern is based on the following observations of The Plan:

- The name chosen by the Defendant for The Plan – i.e. Lifetime XM Everything – is inaccurate and misleading. Nothing was stated upfront by the Defendant that *lifetime subscriptions* were limited to the life of the satellite radio originally used for the subscription, rather than the life of the subscriber. Nothing was stated upfront by the Defendant that *lifetime subscriptions* were subject to a limited number of radio transfers between satellite radios; and nothing was stated upfront by the Defendant that a \$75 transfer fee would be imposed for each such transfer.
- The Defendant fraudulently used the words *lifetime* and *everything* in its advertizing of The Plan. If there were exceptions or limitations to the definition of one or both words used in the name given to The Plan, and in the Defendant's advertizing campaign, there should have been proper notation (e.g., an asterisk) to define these words as they apply to this contract. Furthermore, the Defendant should have advised the applicant to review the document containing Terms and Conditions / Customer Agreement, specifically item 9. Lifetime Subscription Plan, under Section B. CHANGES IN TERMS AND SERVICE. At best, the name chosen for The Plan (and the advertizing campaign) should have used the words *limited lifetime* and *limited everything* – terms that are oxymoronic and misleading unless clearly qualified.
- The Defendant willfully misused the word *lifetime* in an attempt to deceive the customer. Humans and other biological beings have lifetimes. Inanimate objects do not have lifetimes. The satellite radio receiver is composed of electrical components that provide service for a limited period of time. This period is commonly defined as a *service life*. If

Ahdoot, Dubanevich and Dukelow, Page 3

it was the intention of the Defendant to communicate to the customer that length of the subscription (i.e., contract) was associated with the *service life* of the satellite radio receiver, rather than the *lifetime* of the customer, it should have been clearly stated.

- Knowledge of the service life of a consumer product is essential to the company marketing the product and its attendant services. It is especially important with respect to products that contain many electrical components – e.g., the satellite radio receiver that is the basis of the The Plan – because the failure of any one electrical component will likely render the product unusable.
- The approximate *service life* of the satellite radio receiver, unlike the *lifetime* of the customer, was known to the Defendant. The *service life* of the satellite radio receiver is a function of the *service life* of each of the electrical components used within the satellite radio receiver. The *service life* of each electrical component is available from the respective electrical manufactures, based on design specifications used and QA/QC (quality assurance / quality control) studies. The average *service life* of the satellite radio receiver can then be estimated based on a composite of *service lives* used in the receiver. It is well known by consumers that that inexpensive electronic consumer items have short *service lives*. The reason is due to the fact that these items are typically composed of inexpensive electronic components that are not intended to have long *service lives*.
- The satellite radio receiver that was purchased in conjunction with my Lifetime XM Everything plan lasted between three and four years. Assume that the receiver was used for approximately 40 months. The cost of The Plan was \$400. This means that the cost of XM service averaged approximately \$10/month. Thereafter, under the terms of the The Plan, the contract would terminate. Had I known this at the time that The Plan was purchased, I would have declined this offer. The reason is due to the fact that there was no advantage in entering into The Plan versus paying for service on a monthly basis. Furthermore, it was known (at the time of the marketing campaign) that The Plan was an attempt by the Defendant to increase sales to avert possible financial difficulties. Thus, customers participating in The Plan bore risk of losing their investment in the event the Defendant later declared bankruptcy and ceased to exist. Thus, my expectation of this plan was to accept the risk – akin to any financial investment – due to the potential of reward (i.e., subscription to XM radio for the remainder of my life).
- The Defendant mischaracterized The Plan in a manner that placed all of the risk on the subscription customers, with the Defendant bearing no liabilities. If the Defendant later declared bankruptcy, despite the capital received from customers participating in The Plan, these customers would lose their investment. Conversely, if the Defendant remained financially solvent, these contracts would terminate after a known (i.e., short)

Ahdoot, Dubanevich and Dukelow, Page 4

period of time, unbeknownst to these customers. These customers would then be required to re-subscribe on a monthly basis. Note: The Defendant eventually ceased offering The Plan.

- At the time that my satellite radio receiver failed, I was informed that I would be charged \$75 to transfer my account to another receiver. Nothing was communicated to me regarding the termination of my contract at the end of the *service life* of the initial receiver. I objected strongly to imposition of a \$75 fee, based on my understanding of the terms of The Plan. The Defendant agreed to make the change free of charge; however, I was informed that the next time a transfer is requested the fee would be imposed. Note: This second receiver has continued service for a period longer than the initial receiver; however, its *service life* remains finite.

The Defendant proposes a 'Settlement' with members of The Plan. The terms of the 'Settlement' agree that a *lifetime* does, in fact, mean the life of its members, but that *everything* still does not mean everything: members are still required to pay a transfer fee – albeit a lower fee than originally stated in the bowels of the fine print of the contract. However, the terms hardly constitute largess by the Defendant, since the Defendant simply agrees to provide subscription members 'most' of the services that were originally advertised. In return, the Defendant admits no guilt in defrauding subscription members. Furthermore, the Defendant requires that that subscription members agree to seek no future legal action regarding this matter.

The Court has not addressed the larger, most important issue of this case: consumer protection against predatory practices by corporations. A healthy and vibrant economy necessitates the existence, as well as enforcement, of laws to protect the rights of both consumers as well as companies that market products/services. This includes laws that assure 'truth in advertising'. This case addresses whether the Defendant knowingly promoted a product that it falsely advertised, to the detriment of the consumer, while assuring only benefit to the Defendant. Therefore, it is of great importance that the Court renders judgment regarding the legality of the Defendant's actions. Furthermore, if the Court determines that the Defendant's actions were in violation of laws intended to protect the rights of the consumer, the Court should consider imposing a fine in proportion to the seriousness of the offence. If the Court does not pursue the larger issue of this case, a legal precedence is established that will incentivize the Defendant to continue to act in a manner that is contrary to the rights of the consumer.

Sincerely,



Mark E. Raabe

Mark Raabe



MILWAUKEE WI 530

31 OCT 2020 PM 1 L



*Robert Ahlroot; Keith Dubanerich; Cornelius Dubelow
c/o Lifetime Sirius XM Settlement
P.O. Box 4079
Portland, OR 97208-4079*

97208-407979



EXHIBIT D

KOBENHAVN · LONDON · NEW YORK · VANCOUVER

زاوربيرمان · זאוברמן · ザウバーマン · Зауберман · Zauberman

To: Hon. James V. Selna
c/o U.S. District Court - CACD
411 West 4th Street
Santa Ana, CA 92701-4516

27 November 2020

To Whom It May Concern:

I am writing in re: *Alvarez v. Sirius XM Radio Inc.*, docket no. 2:18-cv-08605-JVS-SS. I, the undersigned, do hereby object to the proposed class action settlement and give notice of my intent to appear pro se at the final approval hearing scheduled for 25 January 2021. I request 5 – 10 minutes to address my objections with the Court.

I, the undersigned, have standing as a member of the active lifetime subscribers class (Identifier no. [REDACTED]). My subscription predates the merger of Sirius Satellite Radio and XM Satellite Radio, but Defendant has not provided me with an exact date. I estimate that I purchased my lifetime subscription from Sirius Satellite Radio in 2005 or 2006. I have previously objected to *Dover et al v. British Airways, PLC (UK)*, docket no. 1:12-cv-05567 (RJD)(CLP).

I, the undersigned, object to the proposed class action settlement on the following grounds:

1. Defendant's delivery of class action notice by United States Mail is insufficient given the 2018 amendments to Rule 23(c)(2) of the Federal Rule of Civil Procedure, which set forth new uniform standards for class notifications. Considering recent disruptions to the United States Mail, notice should also have been conveyed by electronic mail to all class members.
2. This agreement unjustly enriches Defendant. Defendant failed to disclose the existence of any transfer fee at the time of subscription; having provided no written agreement upon purchase. Further, Defendant downgraded the number of channels lifetime subscribers would receive when it introduced subscription packages (see Exhibits A and B).
3. There is nothing in this agreement that prevents Defendant from engaging in this activity in the future (i.e. no injunctive relief or prospective assurances), which likely will necessitate future litigation. Certainly, this Settlement reduces the improper assessments of similar surcharge to simply a cost of doing business for Defendant.
4. The process for objecting is quite onerous. The long form notice requires that objections be sent to the Settlement Administrator, Settlement Class Counsel, and the lawyers for Defendant. It is unlikely most Settlement Class Members will know to look at the Settlement Agreement itself to locate such addresses, thereby discouraging objections.

I, the undersigned, swear that the foregoing is true under penalty of perjury this 27th day of November 2020.

Joshua A. Sauberman

[REDACTED]



EXHIBIT A

My Account - SiriusXM Radio
 care.siriusxm.com/myaccount_execute action

Billing Summary View Details

Balance Due Now: \$0.00
 Last Payment Amount: \$20.63
 Next Payment Amount: \$20.63

Redeem a Prepaid or Gift Card
 Last Payment Date: 11/02/2020
 Next Payment Due Date: 12/02/2020

You may be eligible for savings of up to 29% with our Family Discount when you activate another subscription on your account.

Active Radios/Subscriptions

LTP (Edit Nickname)
 ESN/Radio ID: [REDACTED]

Audio:
 Sirius Select
 Lifetime Plan
 I want to [dropdown]

Nissan 2018 (Edit Nickname)
 ESN/Radio ID: [REDACTED]

Audio:
 SiriusXM All Access
 Username: [REDACTED] Update Username/Password
 Monthly Plan - Family Discount
 Subscription renews 12/02/2020
 I want to [dropdown]

Save \$0.00 on your first year by switching to an annual plan. Start saving now.

Add a Radio
Add Streaming



TOP FAQs

- I have two or more accounts. Can I combine them?
- I'm already a subscriber. Do I get a discount on additional subscriptions?
- I want to change my subscription. What should I do?
- Is it possible to subscribe to SiriusXM without a radio?
- How do I add my new vehicle to my existing SiriusXM account? How do I transfer my existing paid subscription from my old vehicle to my new one?
- How do I activate a SiriusXM trial in a vehicle?
- What happens to the remaining balance on my SiriusXM Pre-Paid Subscription Card after I pay my bill?

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EXHIBIT B

← Packages Plans & Price | Sirius | X +

→ siriusxm.com/packages?inicmp=FullNav_VA www.packages.select.ComparePackages

Hilarious standup and celebrity interviews you'll only hear on SiriusXM.

STREAMING

CAR + STREAMING

CAR + STREAMING

Premier
\$1 for 4 Months

Then \$15 a month.
 Fees and taxes apply. See Offer Details below.



Our premium streaming package. Listen on your phone, at home, and online. [View Channel Lineup](#)

- ✓ 300+ channels to enjoy on your phone, at home, and online
- ✓ News, entertainment, comedy, and sports
- ✓ Ad-free music for every genre and decade, plus streaming channels for your party, workout, and more
- ✓ Thousands of shows and videos available on demand
- ✓ Top sports talk and analysis
- ✓ NFL, NCAA, play-by-play
- ✓ NFL play-by-play
- ✓ Create your own stations based on artists or songs you choose
- ✓ Two dedicated Howard Stern channels, including video

GET PREMIER

Select
\$5 /mo for 12 Months + an Amazon Echo Dot

Billed upfront. Then \$16.99 per month.
 Fees and taxes apply. See Offer Details below.



All your favorites. Listen in your car, on your phone, or at home. [View Channel Lineup](#)

- ✓ 525+ channels to enjoy in your car, on your phone, at home, and online
- ✓ News, entertainment, comedy, and sports
- ✓ Ad-free music for every genre and decade, plus streaming channels for your party, workout, and more
- ✓ Thousands of shows and videos available on demand
- ✓ Top sports talk and analysis
- ✓ MLB, NBA, NHL, NCAA play-by-play

GET SELECT

All Access
\$8.25 /mo for 12 Months

Then \$21.99 per month.
 Fees and taxes apply. See Offer Details below.



Our widest variety of entertainment, with the power to customize it to you. [View Channel Lineup](#)

- ✓ 550+ channels to enjoy in your car, on your phone, at home, and online
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- ✓ NFL play-by-play and NASCAR races
- ✓ Create your own stations based on artists or songs you choose
- ✓ Two dedicated Howard Stern channels, including video

GET ALL ACCESS

COPY DIA

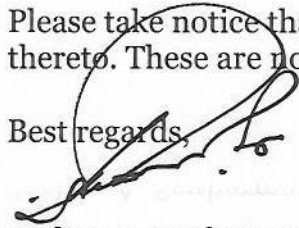
To: Thomas Demitrack
c/o Jones Day
901 Lakeside Avenue
Cleveland, OH 44114-1190

29 November 2020

Mr. Demitrack:

Please take notice that my original certified mailing omitted two exhibits and a reference thereto. These are now furnished.

Best regards,



Joshua A. Sauberman

KØBENHAVN · LONDON · NEW YORK · VANCOUVER

زاویرمان · زابوبمان · زابوبمان · زابوبمان

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Зauberман · Зоберман · Зоберман · Зоберман

Zauberman · Zauberman · Zauberman · Zauberman



Billing Summary [View Details](#)

Balance Due Now: \$0.00 [🔗](#) Redeem a Prepaid or Gift Card

Last Payment Amount: \$20.63 [🔗](#) Last Payment Date: 11/02/2020 [🔗](#)

Next Payment Amount: \$20.63 [🔗](#) Next Payment Due Date: 12/02/2020 [🔗](#)

You may be eligible for savings of up to 29% with our Family Discount when you activate another subscription on your account.

[Add a Radio](#)

[Add Streaming](#)

Active Radios/Subscriptions

LTP (Edit Nickname)
ESN/Radio ID: [REDACTED]

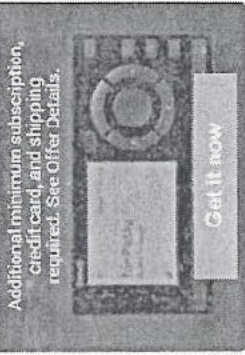
Audio:
Sirius Select
Lifetime Plan

Listen to SiriusXM Internet Radio on your Smartphone and computer for only \$5.00 a month. [Get it now.](#)

Nissan 2018 (Edit Nickname)
ESN/Radio ID: [REDACTED]

Audio:
SiriusXM All Access
Username: [REDACTED] (Update Username/Password)
Monthly Plan - Family Discount
Subscription renews: 12/02/2020

Save \$0.00 on your first year by switching to an annual plan. [Start saving now.](#)



Top FAQs

- I have two or more accounts. Can I combine them?
- I'm already a subscriber. Do I get a discount on additional subscriptions?
- I want to change my subscription. What should I do?
- Is it possible to subscribe to SiriusXM without a radio?
- How do I add my new vehicle to my existing SiriusXM account? How do I transfer my existing paid subscription from my old vehicle to my new one?
- How do I activate a SiriusXM trial in a vehicle?
- What happens to the remaining balance on my SiriusXM Pre-Paid Subscription Card after I pay my bill?

Hilarious standup and celebrity interviews you'll only hear on

SiriusXM.

STREAMING

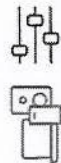
CAR + STREAMING

CAR + STREAMING

Premier

\$1 for 4 Months

Then \$13 a month. Fees and taxes apply. See Offer Details below.



Our premium streaming package. Listen on your phone, at home, and online. [View Channel Lineup](#)

- ✓ 300+ channels to enjoy on your phone, at home, and online
- ✓ News, entertainment, comedy, and sports
- ✓ Ad-free music for every genre and decade, plus streaming channels for your party, workout, and more
- ✓ Thousands of shows and videos available on demand
- ✓ Top sports talk and analysis
- ✓ NHL*, NCAA* play-by-play
- ✓ NFL play-by-play
- ✓ Create your own stations based on artists or songs you choose
- ✓ Two dedicated Howard Stern channels, including video

GET PREMIER

Select

\$5 /mo for 12 Months + an

Amazon Echo Dot
Billed upfront. Then \$16.99 per month. Fees and taxes apply. See Offer Details below.



All your favorites. Listen in your car, on your phone, or at home. [View Channel Lineup](#)

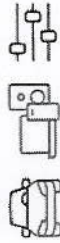
- ✓ 325+ channels to enjoy in your car, on your phone, at home, and online
- ✓ News, entertainment, comedy, and sports
- ✓ Ad-free music for every genre and decade, plus streaming channels for your party, workout, and more
- ✓ Thousands of shows and videos available on demand
- ✓ Top sports talk and analysis
- ✓ MLB*, NBA, NHL*, NCAA* play-by-play

GET SELECT

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\$8.25 /mo for 12 Months

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- ✓ Two dedicated Howard Stern channels, including video

GET ALL ACCESS

EXHIBIT E

November 30, 2020

United States District Court
Central District of California
411 West 4th Street
Santa Ana, CA 92701-4516

RE: Objection to the Settlement of Alvarez v. Sirius XM Radio, Inc., Case No. 2:18-cv-08605-JVS-SS

To the Honorable District Judge James V. Selna:

I purchased a Lifetime Subscription to Sirius Radio in early 2005. As a Class Member for the above referenced Settlement, I hereby notify the court that I object to part of the settlement. My objection is to the language in Section IV, Paragraph 66 (a). Paragraph 66 (a) specifically states, "...for each Active Lifetime Subscription registered in the Settlement Class Member's name on records of Sirius XM as of June 5, 2020." On June 5, 2020, I was not receiving the subscription package I agreed to and paid for.

When I chose to become a satellite radio subscriber, there were two satellite radio providers, XM and the upstart Sirius. The sole reason I decided to subscribe to Sirius instead of XM was because of the contract Sirius had with the NFL and my ability to listen to whatever NFL game I wanted. I did not care about XM's contract to broadcast MLB and NBA games. It was Sirius Radio's contract with the NFL alone that persuaded me to become a Sirius Lifetime Subscriber.

I purchased a new receiver sometime around 2008. I called and transferred my subscription to the new receiver quickly and easily. Not one mention was made about a transfer fee or limited transfers. In April 2017, I bought a new vehicle that was satellite radio capable. In late June/early July 2017 I contacted Sirius XM to transfer my subscription to my new radio. I was told there was a \$75 transfer fee and I was only allowed 3 transfers (this being the first). I was also told that I had overpaid by approximately \$86 (~12 years earlier). The

representative told me they would subtract the \$75 from that and send me a check for the remainder. At this point I figured I'd contest the limited transfers at a later date. I checked to make sure my new radio was receiving Sirius XM and ended my call. However, I did not check every channel, specifically Channel 88, The NFL Channel.

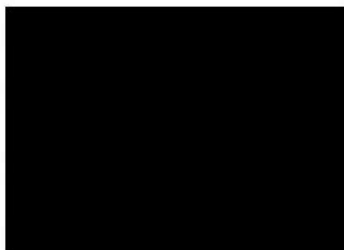
I have always received the NFL Channel as part of my subscription and the ability to listen to any game as broadcast on other channels. The first time I tried to tune to Channel 88 was while travelling in mid-September 2017. Not only was I not able to receive the broadcast for Channel 88, I also noticed I was not able to find a channel broadcasting any NFL game. I called Sirius XM about the problem and was told that the radio in my car was programmed for XM, therefore, they provided me with the XM package instead of the Sirius package. I informed the representative that I was subscribed for the Sirius package and that is what I wanted. It was reiterated to me that it couldn't be done because my receiver was XM programmed. When I explained the loss of the NFL programming, I was told I could "purchase" a lifetime subscription for sports programming that included the NFL Channel. So clearly my receiver is able to receive Channel 88 and this was merely a "bait and switch" opportunity for Sirius XM.

I cannot be the only person that this has happened to, hence the specific language of Section IV, Paragraph 66 (a). I request the Court consider the "bait and switch" practice employed by Sirius XM when making this Settlement determination and that counsel for both sides agree to clarify the language of Section IV, Paragraph 66 (a) to provide for Sirius Lifetime Subscribers a return to their original programming.

Regards,



Tim Zeichert



T. Reichert

MILWAUKEE WI 530
2 DEC 2020 AM 8 L



RECEIVED

DEC 08 2020

Thomas Benifhack

Tones Day

901 Lakeside Avenue
Cleveland, OH 44114-1190

44114-119099

