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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **COUNTY OF SANTA CLARA**

17 EILEEN A. STAATS, on behalf of herself and all
18 others similarly situated,

19 Plaintiffs,

20 v.

21 CITY OF PALO ALTO, and DOES 1 through 100,
22 inclusive,

23 Defendants.

CASE NO. 1-15-CV-284956

**STIPULATION AND [PROPOSED]
ORDER RE TREATMENT OF
UNTIMELY AND DEFICIENT CLAIMS**

Action Filed: August 17, 2015

Assigned for All Purposes to the
Honorable Sunil R. Kulkarni, Department 1

1 This stipulation is entered into between Plaintiff Eileen A. Staats (“Plaintiff”) and Defendant City
2 of Palo Alto (“the City”) (collectively, the “Parties”), by and through their attorneys of record.

3 **RECITALS**

4 1. On September 3, 2021, the Court issued an order tentatively granting Plaintiff’s motion
5 for final approval of the Parties’ class action settlement agreement (the “Agreement”) and Plaintiff’s
6 motion for attorneys’ fees, costs, and an incentive payment, subject to certain modifications. The Court
7 also directed Plaintiff to submit an accounting of claims from the Court-appointed claims administrator,
8 JND Legal Administration (“JND”). JND has now completed its accounting, which is included in the
9 Declaration of Peter Demers Regarding Notice Administration, to be filed along with this stipulation.

10 2. Sections 6 and 7 of the Agreement establish: (a) a deadline for the submission of claims;
11 and (b) requirements for the submission of certain documents to substantiate claims. Section 7.3 of the
12 Agreement allows JND to reject untimely claims (“untimely claims”) and claims that do not comply with
13 the documentation requirements (“deficient claims”), but it does not require the rejection of untimely or
14 deficient claims. Instead, it gives the Parties some flexibility in the treatment of such claims.

15 3. The Parties have now agreed to a general approach for handling untimely and deficient
16 claims, should the Court grant Plaintiff’s motion for final approval of the Agreement.

17 **STIPULATION**

18 Plaintiff and the City hereby agree, subject to the Court’s approval, as follows:

19 1. Untimely claims received before the execution of this stipulation should be treated as
20 timely claims and handled in the manner set forth in paragraph 2 of the stipulation, below.

21 2. Deficient claims should be treated in the following manner:

22 a. Claims for one telephone line that did not include a proof of Palo Alto address will
23 be allowed if: (i) the claimant asked that the check be sent to a Palo Alto address; or
24 (ii) JND was able to identify a prior Palo Alto address associated with the claimant using
25 an advanced address search.

26 b. If a claim covers two to five telephone lines but did not provide any supporting
27 documentation, one telephone line will be allowed if conditions (a)(i) or (a)(ii) are satisfied,
28 and JND will request documentation to support the remaining telephone lines. If

1 conditions (a)(i) or (a)(ii) are not satisfied, JND will request documentation to support the
2 claim.

3 c. If a claim covers multiple telephone lines but provided documentation to support
4 only some of those telephone lines, the supported telephone lines will be allowed and JND
5 will request documentation to support the remaining telephone lines.

6 d. If a claim covers one telephone line and conditions (a)(i) and (a)(ii) are not satisfied,
7 if a claim provided documentation that identifies a billing address outside of Palo Alto, if
8 a claim covers more than five telephone lines but did not provide any supporting
9 documentation, or if a claim is deficient for any other reason and is not addressed by one
10 of the other categories, JND will request documentation to support the claim.


11 3. JND should send a postcard notice to claimants if additional documentation is required to
12 substantiate their claims.

13 4. Aside from the modifications to the claims process identified above, the claims process
14 outlined in the Agreement and approved by the Court on November 5, 2020 should remain unchanged.

15 5. This stipulation is effective only if the Court grants Plaintiff's motion for final approval
16 of the Agreement.

17 SLOVAK, BARON, EMPEY, MURPHY
18 & PINKNEY, LLP

19
20 Dated: October 19, 2021

By:  for S.S. _____
Thomas S. Slovak
Stephen J. Schultz

22 STEELE COOPER LAW


23
24 Dated: October 19, 2021

By:  _____
Alexandra T. Steele

26 Attorneys for Plaintiff Eileen A. Staats

27
28 [additional signatures on following page]

JARVIS, FAY & GIBSON, LLP

By: 
Gabriel McWhirter
Attorneys for Defendant CITY OF PALO ALTO

Dated: October 19, 2021

~~[PROPOSED]~~ ORDER


Pursuant to the stipulation between Plaintiff Eileen A. Staats and Defendant City of Palo Alto, and for good cause shown, the Court hereby orders as follows:

1. The Court approves the Parties' proposed treatment of untimely and deficient claims outlined in the above stipulation.

2. This order will go into effect only after the Court grants Plaintiff's motion for final approval of the Agreement.

IT IS SO ORDERED.

Dated: October 20, 2021


Hon. Sunil R. Kulkarni
Judge of the Superior Court

1 PROOF OF SERVICE
2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 At the time of service, I was over 18 years of age and not a party to this action. I am
4 employed in the County of Los Angeles, State of California. My business address is 175 S. El
5 Molino Ave., Suite 9, Pasadena, CA 91101.

6 On October 20, 2021, I served true copies of the following document(s) described as
7 **STIPULATION AND [PROPOSED] ORDER RE TREATMENT OF UNTIMELY AND DEFICIENT**
8 **CLAIMS** on the interested parties in this action as follows:

9 Benjamin P. Fay
10 Gabriel McWhirter
11 JARVIS, FAY, DOPORTO & GIBSON, LLP
12 492 Ninth Street, Suite 310
13 Oakland, CA 94607
14 Telephone: (510) 238-1400
15 Facsimile: (510) 238-1404
16 bfay@jarvisfay.com

17 Attorneys for Defendant CITY OF PALO ALTO

18 **XX BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused a copy of the
19 document(s) to be sent from e-mail address alex@steelecooperlaw.com to the persons at the e-
20 mail addresses listed in the Service List. I did not receive, within a reasonable time after the
21 transmission, any electronic message or other indication that the transmission was unsuccessful.

22 I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct.

24 Executed on October 20, 2021, at Pasadena, California.

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Alexandra T. Steele