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Attorney for Plaintiffs

DANIEL BAER and ROSE BAER,
through Stephen Baer as their Agent with
Power of Attorney, for themselves and all
others similarly situated,

PLAINTIFFS,

v.

SHANNONDELL, INC., and
DELL MANAGEMENT SERVICES, INC.,

DEFENDANTS

: **COURT OF COMMON PLEAS**
: **OF MONTGOMERY COUNTY,**
: **PENNSYLVANIA**
:
: **CIVIL ACTION-LAW**
: **No. 2018-13760**
: **CLASS ACTION**
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PLAINTIFFS’ MOTION FOR AWARD OF
ATTORNEYS’ FEES, LITIGATION EXPENSES, AND SERVICE AWARD

Plaintiffs hereby move that the following amounts be paid out of the Available Settlement Amount:

- 1) attorneys’ fees of \$1,465,000.00 to Class Counsel;
- 2) reimbursable litigation expenses of \$41,578.08 to Class Counsel;
- 3) administration fees and expenses of \$15,813.50 to the Claims Administrator; and
- 4) a Service Award of \$15,000 to the Class Representative.

The grounds for the Motion are set forth in the attached Memorandum. The Motion is supported by the Declarations of Larry Spector, Esq. and Jeremy Spiegel, Esq.

Dated: April 20, 2026

Respectfully submitted,

Larry Spector P.C

By: /s/ Larry Spector
Larry Spector, Esq.

Law Office of Jeremy Spiegel

By: /s/ Jeremy Spiegel
Jeremy Spiegel, Esq.

Attorneys for Plaintiffs and the Class

**DANIEL BAER and ROSE BAER,
through Stephen Baer as their Agent with
Power of Attorney, for themselves and all
others similarly situated,**

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**SHANNONDELL, INC.,
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**: COURT OF COMMON PLEAS
: OF MONTGOMERY COUNTY,
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:
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ORDER

AND NOW, this ____ day of _____, 2026, upon consideration of Plaintiffs’

Motion for Award of Attorneys’ Fees, Litigation Expenses, and Service Award, it is hereby

ORDERED and DECREED as follows:

1. Plaintiffs’ Motion for Award of Attorneys’ Fees, Litigation Expenses, and Service Award is GRANTED.
2. Class Counsel are awarded attorneys’ fees of \$1,465,000.
3. Class Counsel are awarded a reimbursement of litigation expenses of \$40,678.08.
4. The Claims Administrator, Continental DataLogix LLC, shall be paid administration fees in the amount of \$15,813.50.
5. The Class Representative, Stephen Baer, is awarded a service award in the amount of \$15,000.
6. All awards referenced herein shall be paid out of the Available Settlement Funds in a manner consistent with the parties’ Settlement Agreement.

BY THE COURT:

RICHARD P. HAAZ,

J.

**DANIEL BAER and ROSE BAER,
through Stephen Baer as their Agent with
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CERTIFICATE OF SERVICE

The undersigned certifies that on the date indicated a true and correct copy of the foregoing Plaintiffs’ Motion for Award of Attorney Fees, Litigation Expenses, and Service Award was served through the Court’s electronic filing system upon the following:

Glenn Davis
Brian McCall
Latsha Davis & McKenna, P.C.
1700 Bent Creek Boulevard
Suite 140
Mechanicsburg, PA 17050
gdavis@ldylaw.com

Dated: April 20, 2026

LAW OFFICE OF JEREMY SPIEGEL

By: /s/ Jeremy Spiegel

Jeremy S. Spiegel, Esq.
Attorney for Plaintiffs

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ID 22575
Attorney for Plaintiffs

DANIEL BAER and ROSE BAER,	:	COURT OF COMMON PLEAS
through Stephen Baer as their Agent with	:	OF MONTGOMERY COUNTY,
Power of Attorney, for themselves and all	:	PENNSYLVANIA
others similarly situated,	:	
	:	CIVIL ACTION-LAW
PLAINTIFFS,	:	No. 2018-13760
v.	:	CLASS ACTION
	:	
SHANNONDELL, INC., and	:	
DELL MANAGEMENT SERVICES, INC.,	:	
	:	
DEFENDANTS	:	

PLAINTIFFS’ MEMORANDUM IN SUPPORT OF MOTION FOR AWARD OF ATTORNEYS’ FEES, LITIGATION EXPENSES, AND SERVICE AWARD

After eight years of hard-fought litigation, Class Counsel have achieved a settlement providing that Defendants will make \$4.4 million available for payment to class members, for attorneys’ fees, for expenses, and for a class representative service award. This total is even greater than the \$4.2 million principal amount of the class-wide damages.

Class Counsel achieved this outcome through zealous and skillful litigation: overcoming preliminary objections, taking substantial discovery, achieving class certification, prevailing on attempted decertification, and winning summary judgment on liability. Liability was established not just for breach of contract, but also under a statute governing Pennsylvania continuing care facilities.

Class Counsel persevered on an entirely contingent fee basis. The 2,537 hours they spent on this matter result in a lodestar significantly greater than the fees requested. Counsel also advanced all out-of-pocket litigation expenses.

In light of their work in achieving this outstanding result, Class Counsel seek reasonable attorneys' fees of 33% of the total Settlement Amount – \$1,465,000.00; reimbursement of litigation expenses of \$40,678.08; fees of \$15,813.50 for the Settlement Administrator; and \$15,000 as a Service Award of to the Class Representative.

I. Matter Before the Court

Plaintiffs' Motion for Award of Attorneys' Fees, Litigation Expenses, and a Service Award to the Class Representative.

II. Issue Presented

Should the court award Class Counsel attorneys' fees of \$1,465,000, reimbursement of litigation expenses of \$40,678.08; fees of \$15,813.50 for the Claims Administrator; and a Service Award to the Class Representative of \$15,000 out of the available settlement funds?

Suggested Answer: Yes.

III. Factual Background

Class Counsel filed this action in May 2018 on behalf a putative class of former Shannondell residents. Plaintiffs alleged that Shannondell breached the pre-February 2013 versions of the Shannondell at Valley Forge Residence and Care Agreement ("RCA"). These versions of the RCA required that residents pay Shannondell a refundable Entrance Fee. Plaintiffs alleged that Shannondell breached the RCA, and that both Defendants violated the Continuing Care Providers Registration and Disclosure Act ("CCPRDA"). The crux of case was

that after a resident died or otherwise vacated their unit, thereby triggering Shannondell's obligation to refund the Entrance Fee, Shannondell made improper deductions from the refund for appliance depreciation or replacement of appliances, cabinets, countertops and other property in the unit ("Alleged Excess Deductions"). Defendants disputed – and continue to dispute – all such claims.

After overcoming preliminary objections on their breach of contract and statutory claims – and eventually reviving, albeit temporarily, their consumer fraud claim – Counsel aggressively pursued discovery to support class certification and establish facts on the merits. They served 10 sets of specifically tailored discovery requests that included requests for production, interrogatories, and requests for admission. They took 10 depositions of Defendants' employees and reviewed over 35,000 pages of documents produced by Defendants. They defended five depositions, including a deposition of the Class Representative; and they produced documents and prepared responses to four sets of Defendants' discovery requests. The discovery process was extremely contentious: Plaintiffs filed six motions to compel, and defended one such motion filed by Defendants. Several motions required oral argument and court adjudication.

With evidence obtained through discovery, Counsel moved to certify the plaintiff class. The motion was heavily contested. The Court required multiple rounds of briefing, three rounds of oral argument, and a hearing with testimony from Plaintiffs' and Defendants' witnesses. Plaintiffs prevailed, allowing the case to go forward as a class action on behalf of:

All present and former Residents (or their legal representatives) of Shannondell at Valley Forge who signed a Residence and Care Agreement before February 1, 2013 and received an Entrance Fee refund after May 22, 2012 that included a Vacancy Fee deduction for Appliance Depreciation or Appliance Replacement Fees and/or Replacement Fees for Cabinets, Countertops or Other Materials.

Class Counsel, with the support of a notice administrator, then led a campaign to notify class members of the ongoing litigation and to present an opportunity for exclusion. Of 769 class members, only 23 requested to be excluded.

Unlike many class actions, class certification in this matter did not result in a prompt resolution. The parties engaged in mediation before a third-party mediator in March 2023, but were unable to reach a resolution. The parties continued with intense discovery and motion practice throughout 2023.

In January 2024, Class Counsel filed a motion for summary judgment. The parties litigated summary judgment for seven months, including a cross-motion for summary judgment by Defendants and an effort by Defendants to decertify the Class. Over this period, Class Counsel prepared five legal briefs. After hearing argument on these crucial motions in August 2024, the Court on October 18, 2024 granted summary judgment to Plaintiffs as to liability with respect to their breach of contract and CCPRDA claims. The Court also ruled that summary judgment included all class members, regardless of whether their Entrance Fee deductions had been a variable amount or a fixed percentage. This ruling validated Class Counsel's advocacy and positioned Class Members for a monetary recovery following trial.

The Court did not rule on damages, however. The Court reasoned that Defendants were entitled to a trial to establish offsets against the improper deductions that would reimburse Shannondell for any damages to its property caused by a class member's negligence. The Court scheduled a trial for April 28, 2025. Accordingly, Class Counsel began preparing for trial.

Plaintiffs and Defendants then engaged in three full days of mediation with George Krueger of Krueger ADR LLC, spanning March 14 and 17 and September 29, 2025. The

mediation led to an agreement in principle and, on January 28, 2026, the Parties executed the formal class action Settlement Agreement.

As detailed in Plaintiffs' Motion for Preliminary Approval filed on January 30, 2026, the settlement is an outstanding outcome for the Class. The Class comprises 746 members, whose alleged damages totaled \$4.2 million. This settlement makes available the *larger* amount of \$4.4 million for Class Members' claims and, subject to Court approval, compensation for Counsel, litigation expenses, and a Service Award for the Class Representative.

Under the settlement, all Class Members will receive between 70% and 85% of their alleged damages simply by returning the claim form confirming their contact information and verifying that they have authority to receive the settlement payment. There is no additional burden on Class Members, including no requirement to document the condition of the resident's unit nor address any potential negligence on the part of the resident.

Absent this settlement, Defendants would have attempted, at trial, to prove that negligence on the part of individual residents caused damage to the units. Defendants have thousands of photos of individual units, produced during discovery, allegedly demonstrating resident negligence. An offset to damages could have amounted to hundreds of thousands of dollars.

Additionally, having already litigated this case for eight years, Defendants would have pursued numerous issues on appeal. Defendants would argue that the class was improperly certified. If successful, that argument would dismantle the class and deny the agreed upon benefits now offered to all class members. Defendants would also argue that issues of material fact and law should have precluded summary judgment on the breach of contract claim; *viz*, that the RCA should have been read to allow Defendants interpretation and application of the

Vacancy Fee; that individual class members agreed to the deductions in writing; that deductions to restore the units to their original condition were allowed by Pennsylvania law; and that class members effectively amended their RCAs by selecting a flat 5% Vacancy Fee to cover all costs of restoration. Defendants also would seek to vacate any damage award under the CCPRDA because a jury never determined the reasonable value of the care and lodging that Shannondell provided to each former resident.

We note several points in the litigation where Class Counsel were especially effective in creating the pressure on Defendants that ultimately resulted in a settlement:

- Succeeding on motions to compel Shannondell to produce information identifying each resident who signed a different version of the RCA, thereby establishing who signed the challenged pre-February 2013 version that became the crux of the class certification proceedings;
- Thoroughly investigating and explaining Defendants' approach to calculating Vacancy Fee deductions, including in connection with motions for class certification and summary judgment;
- Succeeding with a motion to add Dell Retirement Services, Inc. as a co-defendant with Shannondell;
- Prevailing on Defendants' motion to decertify the class, and preserving a certified class that included *all residents* who met the class definition, notwithstanding Defendants' efforts to shift the calculation of residents' Vacancy Fee to a flat five percent of their Entrance Fee;
- Overcoming arguments as to the probative value of the thousands of emails between Shannondell and class members with regard to question of whether all class members had the same contractual terms governing the validity of the challenged deductions;
- Relentlessly pressing Defendants to support their negligence-based offset claims, and challenging the value of those offsets if presented at trial; and
- Sustaining the possibility that Plaintiffs could revive their dismissed UTPCPL claim which, if cross appealed, would expose Defendants to treble damages.

See Declaration of Larry Spector ("Spector Decl.") at ¶ 6.

IV. Argument

A. The Court Should Award Class Counsel Attorneys' Fees and Expenses, and a Service Award to the Class Representative

Having secured a significant award for Class members, pursuant to the Settlement Agreement, Class Counsel attorneys' fees of \$1,465,000, reimbursement of litigation expenses of \$40,678.08, fees of \$15,813.50 for the Claims Administrator, and a Service Award to the Class Representative of \$15,000 out of the available settlement funds

The requested fee award provides appropriate compensation to Class Counsel as a percentage of the settlement fund created by their efforts. Class Counsel invested more than 2,537 hours prosecuting Plaintiffs' and the Class's claims from inception through March 2025, resulting in a lodestar of \$2,087,440. *See* Spector Decl. at ¶¶ 5-6, 8, 11, Ex. A; Declaration of Jeremy Spiegel ("Spiegel Decl.") at ¶¶ 6, 9, Ex. A. Reinforcing the reasonableness of the requested attorneys' fees amount, the request does not provide Class Counsel with any multiplier. To the contrary, it reduces the lodestar by 30 percent.

Class Counsel's request for reimbursement of \$40,678.08 in litigation expenses, and payment of fees of \$15,813.50 to the Claims Administrator, is reasonable. *See* Spector Decl. at ¶¶ 14-16 and Exs. B, C, D; Spiegel Decl. at ¶ 11 and Ex. C. As detailed herein and in Class Counsels' supporting declarations, these expenses were reasonably and necessarily incurred for the benefit of Class members. Finally, Class Counsel seek a Service Award of \$15,000 for the Class Representative in acknowledgment of his level of service and strong commitment to the Class throughout this litigation, including sitting for two depositions and participating in four days of mediation. Spector Decl. ¶¶ 17-27.

Pennsylvania courts have used three methods to evaluate proposed awards of attorneys' fees in class action settlements: the percentage of recovery method, the lodestar method, and the

five-factor test under Pennsylvania Rule of Civil Procedure 1717. See *Milkman v. Am. Travellers Life Ins. Co.*, 2002 WL 778272, at *24 (Pa. Com. Pl. Apr. 1, 2002). Class Counsel’s fee request is reasonable under each of these approaches.

B. The Requested Fees Are Reasonable Applying the Percentage of Recovery Method

An attorney “who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.” *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *In re Cendant Corp. Sec. Litig.*, 404 F.3d 173, 205 (3d Cir. 2005) (“attorney[s] whose efforts create, discover, increase, or preserve a [common] fund are entitled to compensation”). Pennsylvania courts consistently adhere to this rule and apply the percentage of recovery method in determining the reasonableness of a requested attorney fee. See *Braun v. Wal-Mart Stores, Inc.*, 24 A.3d 875, 979 (Pa. Super. Ct. 2011), *aff’d*, 106 A.3d 656 (Pa. 2014) (courts are permitted to award a reasonable fee pursuant to a lodestar, a percentage of the common fund, or, if necessary, a hybrid approach).¹ See also *In re Ikon Office Sols., Inc., Sec. Litig.*, 194 F.R.D. 166, 192-93 (E.D. Pa. 2000) (“[T]here is no doubt that attorneys may properly be given a portion of the settlement fund in recognition of the benefit they have bestowed on class members.”).

Courts have emphasized that the award of attorneys’ fees from a common fund serves to encourage skilled counsel to represent classes of persons who otherwise may not be able to retain counsel to represent them in complex and risky litigation. See *Gunter v. Ridgewood Energy Corp.*, 223 F.3d 190, 198 (3d Cir. 2000) (the goal of percentage fee awards is to “ensur[e] that

¹ Pennsylvania state courts have looked to federal courts for guidance in the context of class action litigation. See, e.g., *Milkman*, 2002 WL 778272, at *24 (citing to federal case law when assessing attorneys’ fees in a class action).

competent counsel continue to be willing to undertake risky, complex, and novel litigation”) (citation omitted). Compensating counsel in common fund cases with a percentage of the fund their work creates is a sound rule, because it aligns the incentives of the class and its counsel. Specifically, both the class and counsel are incentivized to pursue the maximum reasonable recovery, and to do so in an efficient manner.

If this were an individual action, the customary contingent fee would likely range between 30% and 40% of the recovery. *See, e.g., In re Remeron Direct Purchaser Antitrust Litig.*, 2005 WL 3008808, at *16 (D.N.J. Nov. 9, 2005) (“Attorneys regularly contract for contingent fees between 30% and 40% with their clients in non-class, commercial litigation.”); *In re Ikon Office Sols.*, 194 F.R.D. at 194 (“[I]n private contingency fee cases, particularly in tort matters, plaintiffs’ counsel routinely negotiate agreements providing for between thirty and forty percent of any recovery.”).

Here, the requested fee of 33 1/3% is consistent with the amount counsel likely would have recovered under a customary contingent fee arrangement. It is also consistent with the engagement letter between Counsel and Class Representative Stephen Baer calling for up to a one-third contingency. (Spector Decl. at ¶ 19, Ex. E). It is well within the range of percentages typically awarded in comparable cases by courts in Pennsylvania and within the Third Circuit. *See e.g., Rodriguez v. Fulton Bank, N.A.*, 2016 WL 7163262 (Pa. Com. Pl. Mar. 7, 2016) (approving a fee of 40% of the settlement fund); *In re Bridgeport Fire Litig.*, 8 A.3d 1270, 1289 (Pa. Super. Ct. 2010) (affirming award of 33.3% of \$35 million settlement). *See also In re Ravisent Techs., Inc. Sec. Litig.*, 2005 WL 906361, at *11 (E.D. Pa. Apr. 18, 2005) (“courts within this Circuit have typically awarded attorneys’ fees of 30% to 35% of the recovery, plus expenses”).

C. The Requested Fees are Reasonable Under the Lodestar Method

The reasonableness of Class Counsel’s requested attorneys’ fee award is confirmed by a lodestar cross-check, comparing an award based on a percentage of the recovery by the reasonable number of hours spent by Class Counsel working on the case at a reasonable hourly billing rate. *See Gunter*, 223 F.3d at 199. This “cross-check ... need not entail mathematical precision or bean-counting, and is not a full-blown lodestar inquiry.” *In re AT & T Corp. Sec. Litig.*, 455 F.3d 160, 169 n.6 (3d Cir. 2006) (citations omitted). Rather, the Court takes counsel’s base fee or “lodestar” – the hours expended on the case multiplied by the hourly rate –and then may make an “[a]djustment to that fee” based on several factors. *Milkman*, 2002 WL 778272, at *26.

Examining the summaries submitted in support of this motion confirms the reasonableness of the requested fee here. *See In re Warfarin Sodium Antitrust Litig.*, 212 F.R.D. 231, 262 (D. Del. 2002), *aff’d*, 391 F.3d 516 (3d Cir. 2004) (“When performing the lodestar analysis as a cross check on the fee award, the court may find it sufficient to review time summaries, rather than the actual billing records.”). These summaries, derived from contemporaneous time records detailed to one-tenth-of-an-hour intervals, and to descriptions of every unit of time spent over eight years, add up to more than 2,500 hours – resulting in a lodestar of \$2,087,440. *See Spector Decl.*, ¶ 11, Ex. A; *Spiegel Decl.*, ¶ 9, Ex. A.

Based on a fee award of \$1,465,000 (i.e., 33 1/3% of the available settlement amount), the lodestar multiplier on the fee award is approximately 70% of the actual time spent, such that

the lodestar is a negative multiplier.² In other words, Class Counsel stand to recover less than the applicable billing rates, confirming the reasonableness of the requested fee.³

Class Counsel's hourly rates for the work performed here range from \$750 to \$850 for the time of the two highly-experienced attorneys working on this matter. *See* Spector Decl. at ¶ 8; Spiegel Decl. at ¶ 6.⁴ Class Counsel respectfully submit that the hourly rates used in their lodestar calculation are reasonable in light of prevailing market rates for lawyers with comparable levels of experience and expertise in complex class action litigation. Courts in Pennsylvania and in other jurisdictions regularly approve these and similar rates. *See* Spector Decl. ¶¶ 9-10; *see, e.g., Milkman*, 2002 WL 778272, at *27 (noting approval of fees where hourly rates in excess of \$1,000 per hour); *In re Suboxone (Buprenorphine Hydrochloride & Naloxone) Antitrust Litig.*, No. 13-MD-2445, 2024 WL 815503, at *17 (E.D. Pa. Feb. 27, 2024) (approving rates up to \$1,550 per hour); *Fernandez v. DouYu Int'l Holdings Ltd.*, No. 2:23-CV-0316, 2025 WL 3564643, at *7 (D.N.J. Dec. 12, 2025) (approving rates of between \$1,100 and \$1,400 for partners); *In re Dental Supplies Antitrust Litig.* (16-cv-696) (E.D.N.Y. 2019) (approving fees for attorney Jeremy Spiegel at \$620 per hour as of seven years ago) (order attached as Ex. B to Spiegel Decl.).

² The lodestar multiplier is determined “by dividing the proposed fee award by the lodestar calculation[.]” *In re AT&T Corp. Secs. Litig.*, 455 F.3d at 164.

³ Courts frequently award *positive* lodestar multipliers to counsel achieving excellent outcomes in class action matters. *See, e.g., In re Prudential Ins. Co. Am. Sales Prac. Litig.*, 148 F.3d 283, 341 (3d Cir. 1998) (observing that positive multipliers “ranging from one to four are frequently awarded in common fund cases when the lodestar method is applied”).

⁴ The United States Supreme Court and other courts have held that the use of current rates is proper to compensate for inflation and the loss of use of funds during the pendency of a case. *See Missouri v. Jenkins*, 491 U.S. 274, 283-84 (1989).

Given the excellent recovery achieved, the substantial risks this litigation entailed and the fact that Class Counsel have proceeded for years on an entirely contingent basis, Class Counsel's fee request is reasonable under the lodestar method.

D. The Requested Fees are Reasonable Under 1717 of the Pennsylvania Rules of Civil Procedure

In determining the reasonableness of a fee request, Pennsylvania courts consider the following five factors set forth in Rule 1717 of the Pennsylvania Rules of Civil Procedure: 1) the time and effort reasonably expended by the attorney in the litigation; 2) the quality of the services rendered; 3) the results achieved and benefits conferred upon the class or upon the public; 4) the magnitude, complexity and uniqueness of the litigation; and 5) whether the receipt of a fee was contingent on success. These factors each support the requested fee.

1. The Time and Effort Reasonably Expended by Counsel Supports the Requested Fee.

As set forth above and in Class Counsel's declarations, Class Counsel have expended a total of 2,537 hours litigating this action for over eight years on a strictly contingent basis. Spector Decl. at ¶ 11; Spiegel Dec. at ¶ 9. Plaintiffs faced many obstacles to establish liability and damages. The parties spent years conducting discovery, engaging in considerable motion practice, litigating class certification and summary judgment, and preparing for trial. Defendants adamantly deny all claims on both factual and legal bases and have not wavered on their position as to both liability and damages throughout this litigation.

The tasks performed by Class Counsel to overcome these challenges are set forth in detail in the Spector and Spiegel Declarations, but include: (1) investigating potential claims; (2) researching and drafting the initial and subsequent amended complaints; (3) propounding 10 sets of written discovery, pursuing requested information, and filing six motions to compel in order to

obtain documents and information; (4) reviewing and analyzing tens of thousands of pages of resident files and related information; (5) taking and defending 15 depositions; (6) working with an expert to prepare analyses of Plaintiffs' alleged damages; (7) submitting extensive briefing in support of Plaintiffs' motion for class certification; (8) arguing for class certification on three hearing days; (9) preparing extensive briefing in support of Plaintiffs' motion for summary judgment and in opposition to Defendants' motions for summary judgment and for decertification; (10) arguing before the Court in favor of summary judgment; (11) appearing before the Court on behalf of the Plaintiffs at numerous conferences, motions and arguments; (12) commencing trial preparations; (13) preparing for and attending four all-day mediations and conducting follow up negotiations; (14) working with the settlement administrator to facilitate an effective notice and claims process; and (15) engaging with class members by phone and email to assist with the claims process and address questions about the settlement.⁵ See Spector Decl. at ¶¶ 5-6. Although litigation of this action was labor-intensive, the litigation was conducted to maximize efficiency to the greatest extent possible.

2. The Quality of the Services Rendered Supports the Requested Fee.

Large-scale class action lawsuits are complicated and time-consuming matters. As outlined in the accompanying declarations, Class Counsel have substantial experience litigating such matters. Class Counsel's qualifications undoubtedly contributed to the settlement of this matter.

Moreover, throughout this action, Class Counsel consistently demonstrated their professionalism, skill, and dedication to the advancement of Plaintiffs' claims. Class Counsel

⁵ Class Counsel are not including in their lodestar any time spent engaging with class members regarding the settlement.

provided high-quality representation and achieved a very significant result. *See Bennett v. Schnader Harrison Segal & Lewis LLP*, 2026 WL 202548, at *9 (E.D. Pa. Jan. 22, 2026) (“the single clearest factor reflecting the quality of class counsel’s services to the class are the results obtained”) (citation omitted). Defendants, for their part, are represented by a well-respected law firm with deep expertise representing continuing care retirement communities. Throughout the litigation, Class Counsel have zealously advocated for Plaintiffs in the face of constant challenges from their legal adversaries. Class Counsel have advanced the Plaintiffs’ interests with strength and urgency. Class Counsel drew on their experience and conviction to reach a settlement that is highly favorable for the Class. The ability of Class Counsel to litigate the action through class certification and summary judgment, and to the precipice of trial, in the face of skilled defense counsel, enabled Counsel to obtain the excellent settlement presently before the Court and further supports the requested attorneys’ fees.

3. The Results Achieved and Benefits Conferred Supports the Requested Fee.

The Settlement provides a significant monetary recovery for Class Members. Plaintiffs have made available \$4.4 million in settlement funds. By way of comparison, Plaintiffs’ best-case scenario at trial would have resulted in damages in the lesser principal amount of \$4.2 million. Even assuming the recovery at trial of another \$1.5 million in interest, the settlement is for 77.2% of the total potential recovery. By no means was this a more common class action settlement producing only pennies on the dollar.

Defendants maintained that Plaintiffs’ best-case scenario for damages was much lower, due to what Defendants assert was negligence on the part of many class members contributing to damages. Defendants intended to present thousands of photos at trial, together with testimony from their maintenance team, in support of an effort to substantially reduce Plaintiffs’ damages.

Settlement here provides a recovery of a significant portion of Plaintiffs' reasonable maximum damages, and an even greater percentage under Defendants' view of damages.

Moreover, Defendants intended to pursue numerous issues on appeal. If successful, Defendants could have reversed class certification, greatly reduced the class size, or materially limited the damages available to Plaintiffs. Thus, there remained a risk that Plaintiffs would not prevail at all.

Taking into consideration the claims at issue and the terms of the proposed Settlement Agreement, the results achieved, and the benefits conferred to the Class strongly supports awarding the requested attorneys' fees. The cash benefits for each Class Member represent a significant degree of success that strongly weighs in favor of granting the fee request.

4. The Magnitude, Complexity, and Uniqueness of the Litigation Supports the Requested Fee.

Class actions are frequently complex, and this matter was no exception. Among other challenges, Class Counsel navigated the complexity of keeping in the Class those individuals who had entered into agreements with Shannondell for fixed percentage deductions from their Entrance Fees subsequent to execution of the RCA contract. Class Counsel also successfully advanced a claim under the CCPRDA – a statute whose private right of action has been virtually untested in court. Given the customary risks associated with class action litigation and the theories successfully advanced by Class Counsel, Plaintiffs submit that the magnitude, complexity and uniqueness of the issues presented in this litigation favor the requested award of attorneys' fees.

5. Whether the Receipt of a Fee was Contingent on Success Supports the Requested Fee.

Numerous cases recognize that the attorneys' contingent fee risk is an important factor in determining the fee award. *See, e.g., Milkman*, 2002 WL 778272, at *25 (“The risk to Class Counsel in this matter was great, as receiving attorneys’ fees was entirely contingent on a successful outcome of the litigation.”). Class Counsel took this case (eight years ago) on a purely contingency basis, with the Class Representative and Class Counsel understanding that any fee would come only from any successful resolution of this matter. That means that Class Counsel invested their time in prosecuting the case and their money in advancing the necessary litigation expenses, all with no guarantee that they would receive any payment. Had the case not resulted in a verdict or settlement in favor of Plaintiffs, Class Counsel would have expended millions of dollars in attorney time in this action without compensation, and Class Counsel would be out the significant litigation expenses they advanced. This further supports the reasonableness of the requested fee.

E. The Expenses Were Reasonably Incurred and Should be Reimbursed

It is well-established that “[a]ttorneys who create a common fund for the benefit of a class are entitled to reimbursement of reasonable litigation expenses from the fund.” *See Mehling v. New York Life Ins. Co.*, 248 F.R.D. 455, 467 (E.D. Pa. Mar. 4, 2008) (quoting *In re Aetna Inc. Sec. Litig.*, 2001 U.S. Dist. LEXIS 68, at *40 (E.D. Pa. Jan. 4, 2001)); *see also Cullen v. Whitman Med. Corp.*, 197 F.R.D. 136, 151 (E.D. Pa. 2000) (reimbursing class counsel for ordinary litigation costs including copying, expert witnesses, transcripts, and depositions).

Class Counsel seeks reimbursement of \$40,678.08 litigation expenses and costs. *See Spector Decl.* at ¶ 14 and Ex. B; *Spiegel Decl.* at ¶ 11 and Ex. C. These primarily include expenses associated with depositions, mediation services, court reporter services, and multiple

rounds of class notice. In addition, Class Counsel request the payment of \$15,813.50 to the Claims Administrator for settlement administration and other related services. *Id.* All these expenses were incurred for the benefit of the Class and are routinely deemed to be expenses reasonably and appropriately incurred. *See, e.g., In re Philips/Magnavox Television Litig.*, 2012 WL 1677244, at *20 (D.N.J. May 14, 2012) (concluding that expenses including court fees, consultations with expert witnesses, photocopies, postage, and courier service were recoverable); *Bennett*, 2026 WL 202548, at *122001) (reimbursing counsel for litigation expenses including mediation costs).

With regard to the Claims Administrator, the total cost of settlement administration is estimated at \$58,601. *See* Ex. C to Spector Decl. The Court authorized a payment of \$45,000 to the Claims Administrator upon Preliminary Approval, pursuant to the Settlement Agreement. *See* Settlement Agreement at Ex. A, ¶ 1(C). Thus, the Claims Administrator's remaining settlement administration fees total \$13,601, in addition to outstanding fees of \$2,212.50 for prior class administration efforts in this matter. *See* Spector Decl. at ¶ 15 and Ex. D. Accordingly, Class Counsel request the payment of \$15,813.50 to the Claims Administrator, subject to adjustment at Final Approval based on actual costs of settlement administration.

All of these expenses were necessary and incurred solely for the benefit of the Class. They are reasonable considering the demands of litigating a complex class action case. The requested award of \$40,678.08 for incurred and unreimbursed expenses, and \$15,813.50 for Claims Administrator fees, should be approved.

F. The Proposed Class Representative Enhancements Should Be Awarded

Class Counsel requests that the Court approve a Service Award of \$15,000 to Stephen Baer, as the Class Representative, payable from the available settlement funds. Such awards reimburse representative plaintiffs for their service to absent class members by assuming a variety of risks and obligations when serving as class representatives, including complying with document requests, sitting for depositions, attending mediation and trial, and otherwise participating in the litigation. *See O'Hern v. Vida Longevity Fund, LP*, 2023 WL 3204044, at *10 (D. Del. May 2, 2023) (“Incentive awards are not uncommon in class action litigation and particularly where, as here, a common fund has been created for the benefit of the entire class.”) (quoting *Cullen*, 197 F.R.D. at 145); *In re Linerboard Antitrust Litig.*, 2004 WL 1221350, at *18 (E.D. Pa. June 2, 2004) (observing that, “[l]ike the attorneys in this case, the class representatives have conferred benefits on all other class members and they deserve to be compensated accordingly”).

Throughout years of litigation, Stephen Baer, as the Class Representative, carried the burden of pursuing the interests of all Class members. Mr. Baer is an experienced attorney. We represent to the court that he easily spent more than 46 hours in furthering the litigation. (Spector Decl. at ¶ 18). The requested fee would compensate him at the entirely reasonable rate of \$300 per hour.

Mr. Baer meticulously reviewed and approved the original and two amendments to the operative pleadings. He responded to two sets of detailed interrogatories and document requests and maintained continual contact with Class Counsel on the progress of the litigation. He sat for a key deposition. He spent four days actively participating in the mediation sessions and negotiations. Spector Decl. at ¶¶ 17-27. To compensate him at \$300 per hour for these invaluable

services, which benefitted the Class as a whole, is entirely appropriate. *See, e.g., Milkman*, 2002 WL 778272 at *30 (incentive awards granted); *In re Novartis and Par Antitrust Litig.*, No. 18 cv 04361 (S.D.N.Y. Oct. 12, 2023), [Dkt. 641] (awarding \$25,000 service awards to plaintiff class representatives).

V. CONCLUSION

Plaintiffs respectfully request that the Court grant Class Counsel's request for an award of attorneys' fees in the amount of \$1,465,000; reimbursement of litigation expenses totaling \$40,678.08; payment of \$15,813.50 to the Claims Administrator; and the payment of a Service Award of \$15,000 to the Class Representative out of the available settlement funds.

A proposed form of order is filed herewith.

Dated: April 20, 2026

Respectfully submitted,

Larry Spector P.C.

By: /s/ Larry Spector
Larry Spector, Esq.

Law Office of Jeremy Spiegel

By: /s/ Jeremy Spiegel
Jeremy Spiegel, Esq.

Attorneys for Plaintiffs and the Class

Larry Spector
Larry Spector, P.C.
410 South 6th St
Philadelphia, PA 19147
215 264 0700
lspector@lspector.com
ID 22575
Attorney for Plaintiffs

**DANIEL BAER and ROSE BAER,
through Stephen Baer as their Agent with
Power of Attorney, for themselves and all
others similarly situated,**

PLAINTIFFS,

v.

**SHANNONDELL, INC., and
DELL MANAGEMENT SERVICES, INC.,**

DEFENDANTS

: **COURT OF COMMON PLEAS**
: **OF MONTGOMERY COUNTY,**
: **PENNSYLVANIA**
:
: **CIVIL ACTION-LAW**
: **No. 2018-13760**
: **CLASS ACTION**
:
:
:
:
:

DECLARATION OF LARRY SPECTOR, ESQ.
IN SUPPORT OF PLAINTIFFS’ MOTION FOR AWARD OF
ATTORNEYS’ FEES, LITIGATION EXPENSES, AND SERVICE AWARD

Larry Spector hereby declares as follows:

1. I am the principal of Larry Spector, P.C. I submit this Declaration in support of Plaintiffs’ motion for an award of attorneys’ fees in connection with services rendered by Class Counsel in this case, reimbursement of their expenses, and the issuance of a Service Award to the Class Representative.

2. I have over 50 years of experience in complex commercial litigation.

3. I have litigated numerous securities fraud class actions, including *Herskowitz v. Nutri/System*, 857 F. 2d 179 (3d Cir. 1988); *Sharp v. Coopers & Lybrand*, 649 F. 2d 175 (3d Cir. 1981); *In Re Bexar County Health Facility Development Corp. Securities Litigation*, 130 F.R.D.

602 (E.D. Pa. 1990); *In re New York City Shoes Litigation*, 1989 U.S. Dist LEXIS 6346 (E.D. Pa.).

4. I have acted as Class Counsel in this action, along with Jeremy Spiegel, Esq. from the Law Office of Jeremy Spiegel. The Court appointed our firms as Class Counsel in its Order of December 29, 2021.

5. As Class Counsel, we have zealously represented the Class. The tasks undertaken by our firms in this litigation can be summarized as follows:

- Thoroughly investigated the factual and legal bases of the claims before (and after) filing the actions;
- Drafted complaints and amendments thereto;
- Successfully opposed Defendants' preliminary objections;
- Propounded 10 sets of targeted discovery, and litigated six motions to compel, in order to obtain responsive information necessary to achieve class certification and summary judgment on liability, to overcome a motion to decertify the class, and to position Plaintiffs for success at trial on the issue of damages;
- Sought, obtained, and analyzed over 35,000 pages of documents from Defendants, including detailed resident files that provided the basis for class certification and summary judgment;
- Obtained Defendants' testimony during 10 depositions;
- Defended five depositions;
- Responded to Defendants' interrogatories and document requests and limited attempted discovery of class members;
- Engaged and worked with a damages expert in connection with the class certification motion, summary judgment, and settlement negotiations;
- Successfully moved for class certification, including multiple rounds of briefing and three days of oral argument;
- Sustained class certification in the face of Defendants' motion to decertify the class;

- Obtained summary judgment as to liability with respect to the entire class, including those residents who had subsequently signed fixed-percentage Vacancy Fee agreements with Shannondell, following extensive briefing and oral argument;
- Overcame Defendants' cross-motion for summary judgment as to Plaintiffs' breach of contract and Continuing Care Providers Registration and Disclosure Act ("CCPRDA") claims;
- Following class certification, obtained Court approval for class-wide notice;
- Engaged a class action administrator to operate a notice campaign for class members, which included three rounds of mail notice and a website;
- Appeared before the Court for numerous important hearings, arguments, and conferences;
- Commenced trial preparations for an April 2025 trial date;
- Prepared for and attended four mediation sessions and conducted extensive, hard-fought follow-up negotiations over a period of ten months;
- Worked with the settlement administrator to facilitate an effective notice and claims process; and
- Engaged with class members by phone and email to assist with claims process and address questions about the settlement.

6. Class Counsel were effective in creating the pressure on Defendants that

ultimately resulted in a settlement through several key efforts:

- Succeeding on motions to compel Shannondell to produce information identifying each resident who signed a different version of the RCA, thereby establishing who signed the challenged pre-February 2013 version that became the crux of the class certification proceedings;
- Thoroughly investigating and explaining Defendants' calculation of Vacancy Fee deductions, including in connection with motions for class certification and summary judgment;
- Succeeding with a motion to add Dell Retirement Services, Inc. as a co-defendant with Shannondell;
- Prevailing on Defendants' motion to decertify the class, and preserving a certified class that included *all residents* who met the class definition, notwithstanding Defendants' efforts to shift the calculation of residents' Vacancy Fee to a flat five percent of their Entrance Fee;

- Overcoming arguments as to the probative value of the thousands of emails between Shannondell and class members with regard to question of whether all class members had the same contractual terms governing the validity of the challenged deductions;
- Relentlessly pressing Defendants to support their negligence-based offset claims, and challenging the value of those offsets if presented at trial; and
- Sustaining the possibility that Plaintiffs could revive their dismissed UTPCPL claim which, if cross appealed, would expose Defendants to treble damages.

7. As a result of this zealous advocacy, Class Counsel were well positioned to negotiate on behalf of the Class. Counsel fought hard through months of negotiations, achieving an outcome whereby all Class Members will receive between 70% and 85% of their alleged damages simply by returning the claim form confirming their contact information and verifying that they have authority to receive the settlement payment. There is no additional burden on Class Members, including no requirement to document the condition of the resident's unit nor address any potential negligence on the part of the resident

8. The chart attached hereto as Exhibit A contains a summary of the time I spent on this action, and the lodestar calculation based on my current billing rate of \$850 for contingent fee class action litigation. The chart was prepared from contemporaneous, daily time records regularly prepared and maintained by me. Time spent preparing this motion for fees and reimbursement of expenses has been excluded from this request. A similar chart is annexed to the Declaration of my co-counsel, Jeremy Spiegel.

9. I have been practicing complex and class action litigation for over 50 years. The hourly rate of \$850 per hour for my time, as set forth in Exhibit A, is within the range of hourly rates for attorneys with my level of complex litigation and class action experience. Many courts have approved rates far in excess of \$850 per hour in comparable

matters for attorneys with my level of experience. *See, e.g., Milkman v. Am. Travellers Life Ins. Co.*, 2002 WL 778272, at *27 (Pa. Com. P1. Apr. 1, 2002) (noting approval of fees where hourly rates in excess of \$1,000 per hour); *In re Suboxone (Buprenorphine Hydrochloride & Naloxone) Antitrust Litig.*, No. 13-MD-2445, 2024 WL 815503, at *17 (E.D. Pa. Feb. 27, 2024) (approving rates up to \$1,550 per hour); *Fernandez v. DouYu Int'l Holdings Ltd.*, No. 2:23-CV-0316, 2025 WL 3564643, at *7 (D.N.J. Dec. 12, 2025) (approving rates of between \$1,100 and \$1,400 for partners).

10. Additionally, Community Legal Services of Philadelphia (“CLS”) has developed an “Attorney Fee Schedule” that is often referenced by courts in this region in evaluating class action fee petitions. The CLS schedule indicates that attorneys with just 25 years of experience may seek reimbursement at \$850 per hour in matters where attorneys’ fees are available. *See* CLS Fee Schedule at <https://clsphila.org/about-community-legal-services/attorney-fees/>. In January, an Eastern District of Pennsylvania judge observed that “the Third Circuit has found [the CLS schedule] to be ‘well developed’ and ‘a fair reflection of the prevailing market rates in Philadelphia.’” (*Bennett v. Schnader Harrison Segal & Lewis LLP*, No. 2:24-CV-00592-JMY, 2026 WL 202548, at *11 (E.D. Pa. Jan. 22, 2026) (*citing* *Maldonado v. Houstoun*, 256 F.3d 181, 187 (3d Cir. 2001)).

11. I have expended 1846.9 hours on this litigation from inception through January 2025, as indicated on Exhibit A. My total lodestar is \$1,569,865.

12. The receipt of a fee by my firm in this litigation was (and remains) wholly contingent on the success of the case. Counsel would have received nothing had there not been a settlement or victory at trial. More significantly, I would have had to write off over 1800 billable

hours and out-of-pocket expenses in excess of \$40,000, including the cost of multiple rounds of class notice.

13. Although this case spanned eight years and was labor-intensive, the litigation was conducted by Class Counsel in a coordinated and well-organized fashion to maximize efficiency.

14. Class Counsel seek reimbursement of expenses reasonably and necessarily incurred in prosecuting this action. Attached hereto as Exhibit B is a chart showing, by category, the \$40,678.08 in expenses incurred and paid by my firm in the prosecution of this matter, as reflected in the regularly kept books and records of the firm. These expenses were reasonably incurred and necessary to the prosecution of this action. A similar chart is appended to the Spiegel Declaration with respect to the expenses incurred by Mr. Spiegel's firm.

15. Class Counsel also seeks payment of fees to the Court-appointed Class Action and Settlement Administrator, Continental DataLogix, LLC ("Continental"), for settlement administration and administrative services in this matter. At the time of Preliminary Approval, Continental estimated that settlement administration would cost \$58,601. *See* Exhibit C. That amount may be revised based upon actual costs of settlement administration. In addition, Continental has an outstanding invoice for \$2,212.50 for earlier administration work. *See* Exhibit D.

16. Pursuant to the Settlement Agreement and Preliminary Approval Order, Continental has been paid \$45,000 out of the Settlement Account for settlement administration. Accordingly, Class Counsel is requesting an additional payment to Continental of \$15,813.50, subject to confirmation as to the precise amount at Final Approval.

17. Stephen Baer, the Class Representative in this matter, has practiced law in Pennsylvania since 1978 handling matters involving family law, criminal defense, estate administration, mediation and civil litigation.

18. Mr. Baer participated continually in the Shannondell Litigation over an eight-year period from March 2018 through March 2026. Based on my own time records submitted in support of the fee petition, he spent over 46 hours, excluding his travel time, in the investigation and drafting of the Complaint, class certification proceedings, discovery, settlement negotiations and mediation. He spent additional time continually monitoring the progress of the litigation by reviewing copies of significant filings and through discussions with counsel about status and strategy.

19. Following my conversations with Mr. Baer in March 2018, he agreed to become a class representative. Attached as Exhibit E is the engagement letter he agreed to at the outset.

20. Initially, Mr. Baer provided the facts pertinent to his particular case and reviewed and verified each version of the Complaint.

21. Mr. Baer prepared for and testified at the January 2021 class certification hearing.

22. Mr. Baer attended the entirety of that hearing and the follow up hearing on March 17, 2021. The transcripts of the hearing show that they lasted for 6.5 hours.

23. During discovery Mr. Baer prepared for and testified at his deposition in June 2022, which lasted for over four hours.

24. Mr. Baer produced documents and provided initial answers and supplemental answers to Defendants written discovery requests to interrogatories.

25. Mr. Baer played an active role in the negotiations and mediations sessions which eventually led to the settlement of the Litigation. He assisted in preparation for a mediation

in March 2023 with Judge Vanaskie and contributed to the discussions throughout that mediation.

26. Mr. Baer attended all three mediations sessions with George Krueger that took place in March and September 2025. Those mediation sessions lasted for at least 28 hours.

27. Mr. Baer's role in the Litigation was far more substantive and important than as an individual merely lending his name to a pleading. The request that he receive \$15,000 as a Service Fee would value his time at approximately \$300 per hour. As an attorney who provided material assistance in achieving the settlement, his time is well worth the requested amount.

I declare under penalty of perjury under the law of the Commonwealth of Pennsylvania that the foregoing is true and correct.

Dated: April 20, 2026

/s/ Larry Spector
Larry Spector, Esq.
LARRY SPECTOR P.C.
410 South 6th St
Philadelphia, PA, 19147
T: 215 609 3165
lspector@lspector.com

Exhibit A

**DANIEL BAER and ROSE BAER,
through Stephen Baer as their Agent with
Power of Attorney, for themselves and all
others similarly situated,**

PLAINTIFFS,

v.

**SHANNONDELL, INC., and
DELL RETIREMENT SERVICES, INC.,**

DEFENDANTS

**: COURT OF COMMON PLEAS
: OF MONTGOMERY COUNTY,
: PENNSYLVANIA
:
: CIVIL ACTION-LAW
: No. 2018-13760
:
: CLASS ACTION
:
:
:
:**

**Larry Spector, Esq.
Summary of Attorney Time and Lodestar Calculation**

Category of Legal Work	Number of Hours
Pleadings and Investigations	163.1
Motions (Other than Class Certification)	478.3
Depositions, Including Preparation	115.9
Discovery (Other)	197.2
Trial Court Appearances and Preparation	119.7
Class Certification (Including Motions and Hearings)	341.7
Settlement (Negotiations, and Drafting)	228
Administration (Settlement and Class)	51.6
Experts (Retention, Reports, and Discovery)	43.6
Trial Preparation	15.3
TOTAL ATTORNEY TIME:	1846.9
Hourly Rate for Lodestar	\$850/hr.
LODESTAR CALCULATION	\$1,569,865

Exhibit B

**DANIEL BAER and ROSE BAER,
through Stephen Baer as their Agent with
Power of Attorney, for themselves and all
others similarly situated,**

PLAINTIFFS,

v.

**SHANNONDELL, INC., and
DELL RETIREMENT SERVICES, INC.,**

DEFENDANTS

**: COURT OF COMMON PLEAS
: OF MONTGOMERY COUNTY,
: PENNSYLVANIA**

**: CIVIL ACTION-LAW
: No. 2018-13760**

: CLASS ACTION

**LARRY SPECTOR, P.C.
REIMBURSABLE LITIGATION EXPENSES**

<u>Expense</u>	<u>Amount</u>
Continental DataLogix, LLC – Class Administration	\$19,751.16
Consultation With Experts	\$3,929.50
Mediation Fees	\$9,154.10
Court Reporter Fees	\$5,692.25
Copying and Shipping	\$835.72
Subpoenas	\$475.35
Filing Fees	\$290.00
TOTAL EXPENSES INCURRED:	\$40,128.08

1. Continental DataLogix, LLC

\$19,751.16

Creation and maintenance of *Baer v Shammondell* website;
Cost of researching class member contact information and
creation of database; printing and notice to class members;
consultation with class counsel regarding class notice and
overall project management.

Excludes settlement notice and settlement administration

Supporting documentation attached as Exhibit 1

2. Consultation with Experts

\$3,929.50

Marcum re forensic accounting re taxation and appliance
depreciation \$3229.50

Construction Representation Advisors \$700.00

Supporting documentation attached as Exhibit 2

3. Mediation Fees

\$9,154.10

Krueger ADR LLC \$7500.00

Stevens and Lee -- Judge Vanaskie \$1654.10

Supporting documentation attached as Exhibit 3

4. Court Reporter Fees

\$5,692.25

ERSA Court Reporters \$3568.70

Henderson Kashmere Welmore \$1991.05

Montgomery County Court Reporter
For class certification hearing transcripts \$132.50

Supporting documentation attached as Exhibit 4

5. Copying and shipping	\$835.72
Copying for Judge Haaz per his request for proposed findings and motion for summary judgment	\$664.43
Shipping exhibits to Judge Haaz	\$42.30
Copying or Krueger ADR for mediations	\$105.22
Shipping material to Krueger ADR	\$23.77
Supporting documentation attached as Exhibit 5	
6. Subpoenas	\$475.35
Supporting documentation attached as Exhibit 6	
7. Filing Fees	\$290.00
Complaint filing fee – May 23, 2018	
TOTAL	\$40,128.08

Exhibit B-1

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2025 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Larry Spector, P.C.
410 South 6th Street
Philadelphia, PA 19147

Re: **Baer v. Shannondell, Inc.**
- Statement of Paid Invoices

Invoice #	Time Period	Invoice	Invoice Amount
Invoice #1	Inception - November 30, 2022	12/14/22	\$6,006.15
Invoice #2	January 1 - March 15, 2024	3/20/24	\$4,712.02
Invoice #3	January 2025	2/13/25	3,971.59
Invoice #4	February 2025	3/12/25	1,991.90
Invoice #5	March 2025	4/9/25	587.50
Invoice #6	April 2025	5/8/25	393.75
Invoice #7	May 2025	6/2/25	156.25
Invoice #8	June 2025	7/10/25	1,825.75
Invoice #9	July 2025	8/6/25	106.25
Total			\$19,751.16

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

PNC Payment Systems



Domestic Transfer

Client Information

Individuals Name : LARRY SPECTOR

Client Identification : 140121950

ID Type : State Driver's License Expiration : 05/10/2028

Client Phone : 2152640700 Extn :

Client Alt Phone : Extn :

Client Email Address :

Payment Initiated From : BRN

Payment Instruction

Payment Amount : 8,006.15 Currency : USD

Send Date : 01/18/2023

Debit Information

Account Type : D-DOA

Account # : [REDACTED]

Name : LARRY H SPECTOR

Address 1 : 410 S 6TH ST

Address 2 :

City : PHILADELPHIA

State : PA

Zip : 19147

Beneficiary Information

Beneficiary : Not on Us

Account # : [REDACTED]

Name : CONTINENTAL DATALOGIX, LLC

Address 1 : 41 SOUTH HIGH ST

Address 2 :

City : COLUMBUS

State : OH

Zip : 43287

Domestic Transfer

"By signing this document you understand that this funds transfer request is subject to Terms and Conditions stated below."

"Please refer to your Current Schedule of Service Charges and Fees to determine the appropriate wire or money transfer fee for this transaction."

Client Signature:	Branch Rep Signature:	Reference Number:
		23110022D4FZMGN
		01/18/2023 1:00 PM

Terms and Conditions Domestic and International Wire and Money Transfer

Please read the following terms carefully because, where indicated herein, the type of transaction you conduct may change the way the following terms apply to you. For purposes of these Terms and Conditions, a "Consumer International Transfer" is a wire or money transfer requested by an individual (you-accounts) transfer for personal, family or household purposes, is not received by designated recipient outside the United States of America.

- 1) **Documentation:**
 - (a) **For Consumer International Transfers,** we will provide a pre-payment disclosure and a receipt. Alternatively we may provide a statement disclosure with a proof of payment of the fees of the transaction.
 - (b) **For all other transfers,** we will not, unless otherwise agreed, send either copies of this payment order executed by us or issue any receipt or confirmation thereof other than as required by law for your affected account with us.
- 2) **Cancellation:**
 - (a) **For Consumer International Transfers,** you have the right to cancel a transaction within 30 minutes of payment, as long as (i) the funds have not yet been picked up or deposited and (ii) you promptly provided recipient account information and enough information for us to identify the transaction.
 - (b) **For all other transfers,** you shall have no absolute right to cancel or correct this payment order after we have received a return you. We shall, where possible make a reasonable effort to act on your request for cancellation or amendment of this payment order prior to the time we execute it, but we shall have no liability if such cancellation or amendment is not effected.
- 3) **Receiving Branch:**
 - (a) **For all domestic and international transfers,** you understand that banks routinely rely on account numbers in executing payment orders. Accordingly, if the name and account number of the person beneficiary on the payment order are different, we and all intermediary and beneficiary banks may rely upon the account number as the proper designation of the beneficiary and your payment of this payment order will remain final.
 - (b) **For Consumer International Transfers,** you understand that banks routinely rely on account numbers in executing payment orders. Accordingly, you must use the transfer amount if you provide us an incorrect account number or recipient institution identifier.
- 4) **Error Resolution:** You agree to promptly execute our confirmation of payment orders when one of either banks used or made available to you, use of periodic statements of the amounts reflected by this payment order and to promptly notify us of any discrepancies between your records.
 - (a) **For Consumer International Transfers,** you may notify us of errors you believe occurred in your transfer no later than 180 days after the date we disclose to you that the transfer will be executed to the recipient. We will determine whether an error occurred within 90 days after we receive your notice and we will correct any error promptly. We will bill you the results within three business days after completing our investigation.
 - (b) **For all other transfers:** (1) If you fail to notify us within 30 days of your receipt of such confirmation or periodic statement, whichever is earlier, then you shall be entirely precluded from asserting the discrepancy or error against us; and we shall have no liability to you of any kind for the discrepancy or error; (2) In the event the payment order is not executed by us for any reason, we will refund to you the U.S. dollar amount of the payment order less all of our fees and other costs and expenses associated with this payment order. Except for the payment of such refund, we shall not be liable to you for any loss or damage which you may suffer or incur by reason of this payment order not being executed by us.
- 5) **Liability:**
 - (a) **For Consumer International Transfers,** you may notify us of errors you believe occurred in your transfer no later than 180 days after the date we disclose to you that the transfer will be executed to the recipient. We will determine whether an error occurred within 90 days after we receive your notice and we will correct any error promptly.
 - (b) **For all other transfers,** we shall be liable only for our own gross negligence or willful misconduct and shall not be responsible for (i) any loss or damage arising from an instruction with any error, failure or delay in execution of this payment order resulting from performance beyond our reasonable control including, but not limited to, any unavailability of communication facilities or (ii) any loss or damage arising from an instruction with any inadequacy, and or failure to act as the part of any person not within our reasonable control.
 - (c) **For all transfers,** except as otherwise provided by applicable law, we shall not be liable for any consequential, punitive, special or indirect losses, damages (including amounts of profits or other losses), or expenses (including attorney's fees) which you may incur or suffer by reason of the payment order or the services provided by us here under, whether or not the likelihood of such losses or damages was known by us.
- 6) **Payment System:** We may exercise our discretion in using any payment system appropriate to execute the payment order.
- 7) **Seizure Laws:** The payment order shall be governed by the laws of the Commonwealth of Pennsylvania, including its Uniform Commercial Code Act and, if the payment order is executed utilizing the communications network of the Federal Reserve System, Subpart G of Regulation J of the Federal Reserve System. Taxes and other charges and obligations of the Office of Foreign Asset Control (OFAC) and where applicable, Regulation E of the Bureau of Consumer Financial Protection. This payment order is also subject to the rules of any payment network or clearinghouse through which the payment order is.
- 8) **Representing and Warranting:** You acknowledge that we may have certain legal responsibilities and licensing requirements with respect to services we transmit. You consent to our disclosure to government authorities of information concerning you or any person funds transfer which we believe to be appropriate or necessary to fulfill such legal requirements. You agree to cooperate fully with us to enable us to fulfill such requirements as may exist. Such laws to the.
- 9) **Comments:** **For international bank transfers made by Automated Clearing House,** or the event this payment order is an international payment order expressed in U.S. dollars we may execute the payment order in U.S. dollars or we may, in our sole discretion, convert such U.S. dollars into the appropriate foreign currency (if an exchange rate determined by us at the time of such conversion) before we execute the payment order.
- 10) **Default:** In some instances, your transfer may not be completed until the business day after you request it, which could be the following business day later, depending on whether your request falls before a holiday weekend. If execution of your request would cause your account to be overdrawn, we reserve the right to cancel the transaction and notify you accordingly. We will not be liable for any consequential, punitive, special or indirect losses, damages (including amounts of profits or other losses), or expenses (including amounts of fees) which you may incur or suffer by reason of this cancellation, whether or not the likelihood of

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.



Continental DataLogix
 1684 S. Broad St. Suite 140
 Lansdale, PA 19380

www.continentaldata.com

March 20, 2024

Larry Spector, P.C.
 Larry Spector, P.C.
 1 South Broad Street, Suite 1500
 Philadelphia, PA 19107

RE: *Baer v. Shannondoll, Inc.*
 Invoice #2 - January 1 - March 15, 2024

Procedures	Unit	Rate	Volume	Amount
Project Management				
Pre-mailing Coordination	Per Hour	\$ 175	3.50	\$ 437.50
On-going Project Management	Per Hour	125	1.00	125.00
Database Development and Maintenance	Per Hour	125	5.75	718.75
Format Document(s)	Per Hour	125	1.75	218.75
Opt-out Reporting	Per Report	250	1	750.00
				\$ 2,250.00
Notice and Undeliverable Procedures				
Pre-mailing Supr Tracking	Per Fee	\$ 250	1	\$ 250.00
Print and Mail 4 Page Notice & 2 Page Exclusion in Envelope	Per Mailing	2.60	259	673.40
Undeliverable Processing, Skip-tracing, Re-mailing	Minimum Charge	500	1	500.00
Annual P.O. Box Rental Fee	Per Year	100	1	100.00
				\$ 1,523.40
Website Development and Hosting				
Website Development	Per Hour	\$ 175	3.50	\$ 612.50
Monthly Maintenance	Per Month	75	2	150.00
				\$ 762.50
Postage				
Postage - Notice Mailing	Per Piece	\$ 0.68	259	\$ 176.12
				\$ 176.12
				Amount Due \$ 4,712.02

Please remit payment via one of the following options

Wire Transfer

Continental DataLogix, LLC
 The Huntington National Bank
 ABA # 0044000024
 Account # 01853772780

Check

Continental DataLogix, LLC
 c/o Frank Barkan
 1684 S. Broad Street, Suite 140
 Lansdale, PA 19380

*pd cd # 1128
 HSBC
 10/7/24*

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Continental DataLogix LLC
1684 S. Broad St, Suite 140
Lansdale, PA 19446



July 12, 2024

Larry Spector, Esq.
Larry Spector, P.C.
410 South 6th Street
Philadelphia, PA 19147

RE: Baer v. Shannondell, Inc.
• Statement of Outstanding Invoices

Invoice #	Time Period	Invoice Date	Invoice Amount
Baer v. Shannondell - Invoice #2	January 1 - March 15, 2024	3/20/2024	\$4,712.02
Outstanding Balance as of June 30, 2024			\$4,712.02

Payment Instructions:

Wire Transfer:

Continental DataLogix, LLC
The Huntington National Bank
[Redacted]
[Redacted]

Check:

Continental DataLogix, LLC
c/o Frank Barkan
1684 S. Broad Street, Suite 140
Lansdale, PA 19446

*epd LSPC
7/19/24*



Continental DataLogix
1684 S. Broad St, Suite 140
Lansdale, PA 19446

www.continentaldata.com

February 13, 2025

Larry Spector, Esq
Larry Spector, P.C.
1 South Broad Street, Suite 1500
Philadelphia, PA 19107

RE: *Beer v. Shannondell, Inc.*
Invoice #3 - January 1 - January 31, 2025

Procedure(s)	Unit	Rate	Volume	Amount
Project Management				
Pre-mailing Coordination	Per Hour	\$ 125	5.50	\$ 687.50
On-going Project Management	Per Hour	125	5.50	687.50
Database Development and Maintenance	Per hour	125	2.75	343.75
Format Document(s)	Per Hour	125	1.00	125.00
				\$ 1,843.75
Notice and Undeliverable Procedures				
Print and Mail 1 Page Notice in an Envelope	Per Mailing	\$ 1.50	758	\$ 1,137.00
Annual P.O. Box Rental Fee	Per Year	100	1	100.00
				\$ 1,237.00
Website Development and Hosting				
Website Development	Per hour	\$ 175	1.50	\$ 262.50
Monthly Maintenance	Per Month	75	1	75.00
				\$ 337.50
Postage				
Postage - Notice Mailing	Per Piece	\$ 0.73	758	\$ 553.34
				\$ 553.34
				Amount Due \$ 3,971.59

Please remit payment via one of the following options:

Wire Transfer:
Continental DataLogix, LLC
The Huntington National Bank



Check:
Continental DataLogix, LLC
c/o Frank Barban
1684 S. Broad Street, Suite 140
Lansdale, PA 19446

epd LS
pc
2/21/25

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.



Continental DataLogix
1684 S. Broad St. Suite 140
Lansdale, PA 19446

www.continentallogix.com

March 17, 2025

Larry Spector, Esq.
Larry Spector, P.C.
1 South Broad Street, Suite 1500
Philadelphia, PA 19107

RE: *Beer v. Shannondell, Inc.*
Invoice #4 - February 1 - February 28, 2025

These amounts are missing & include amounts on invoice

Procedures	Unit	Rate	Volume	Amount
Project Management				
Pre-mailing Coordination	Per Hour	\$ 125	3.75	\$ 468.75
On-going Project Management	Per Hour	125	2.50	312.50
Database Development and Maintenance	Per Hour	125	2.00	250.00
Format Document(s)	Per Hour	125	1.00	125.00
Opt-out Reporting	Per Report	250	1	250.00
				\$ 1,406.25
Notice and Undeliverable Procedures				
Pre-mailing Skip-Tracing	Per File	\$ 250	1	250.00
Print and Mail 1 Page Notice in an Envelope	Per Mailing	1.50	30	45.00
Handling Class Member Communications (Email and Mail)	Per Hour	75	0.25	18.75
				\$ 313.75
Website Development and Hosting				
Website Development	Per Hour	\$ 175	1.00	\$ 175.00
Monthly Maintenance	Per Month	75	1	75.00
				\$ 250.00
Postage				
Postage - Notice Mailing	As Incurred			\$ 21.90
				\$ 21.90
				Amount Due \$ 1,991.90

Please remit payment via one of the following options

Wire Transfer:
Continental DataLogix, LLC
The Huntington National Bank
[Redacted]

Check:
Continental DataLogix, LLC
c/o Frank Barkan
1684 S. Broad Street, Suite 140
Lansdale, PA 19446

included on invoice covering 11/1/24 - 3/17/25

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.



Continental DataLogix
1684 S. Broad St, Suite 140
Lansdale, PA 19446

www.continental-llc.com

April 9, 2025

Larry Spector, Esq.
Larry Spector, P.C.
1 South Broad Street, Suite 1400
Philadelphia, PA 19107

RE: *Baar v. Shannondell, Inc.*
Invoice 05 - March 1 - March 31, 2025

Procedures	Unit	Rate	Volume	Amount
Project Management				
Pre-meeting Coordination	Per Hour	\$ 125	0.25	\$ 31.25
On-going Project Management	Per Hour	129	3.25	406.25
				\$ 437.50
Notice and Undeliverable Procedures				
Handling Class Member Communications (Email and Mail)	Per Hour	\$ 75	1.00	\$ 75.00
				\$ 75.00
Website Development and Hosting				
Monthly Maintenance	Per Month	\$ 75	1	\$ 75.00
				\$ 75.00
			Amount Due	\$ 587.50

Please remit payment via one of the following options:

Wire Transfer

Continental DataLogix, LLC
The Huntington National Bank



Check

Continental DataLogix, LLC
c/o Frank Barkan
1684 S. Broad Street, Suite 140
Lansdale, PA 19446

+ 393.75

5/20/25 pd amount this
5 incl 6
951.25

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/29/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.



Continental DataLogix
 1684 S Broad St, Suite 140
 Lanark, PA 19446

www.continentaldata.com

May 8, 2025

Larry Spector, Esq.
 Larry Spector, P.C.
 1 South Broad Street, Suite 1500
 Philadelphia, PA 19107

RE: *Baer v. Shannondell, Inc.*
 Invoice #6 - April 1 - April 30, 2025

Procedures	Unit	Rate	Volume	Amount
Project Management				
On-going Project Management	Per Hour	\$ 125	2.25	\$ 281.25
				\$ 281.25
Notice and Undeliverable Procedures				
Handing Class Member Communications (Email and Mail)	Per Hour	\$ 75	0.50	\$ 37.50
				\$ 37.50
Website Development and Hosting				
Monthly Maintenance	Per Month	\$ 75	1.00	\$ 75.00
				\$ 75.00
Amount Due				\$ 393.75

Please remit payment via one of the following options.

Wire Transfer

Continental DataLogix, LLC
 The Huntington National Bank



Check

Continental DataLogix, LLC
 c/o Frank Barkan
 1684 S. Broad Street, Suite 140
 Lanark, PA 19446

Handwritten notes:

Original payment
 10/7/24 4712.02
 11/13/25 6006.15

Chq per PNC
 11/4/23 - 11/17/25

10/29/25 - 2032.09
 7/9/25 - 6019.74
 5/26/25 - 951.25

6019.74 pd 7/9/25

6 4/25
 5 3/25
 4 2/25
 3 1/25

393.75
 597.50
 7491.90
 3971.59

6019.74
 5963.49??

5625
 included and

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.



Continental DataLogix
1684 S. Broad St. Suite 140
Lansdale, PA 19446

www.continentallogix.com

June 2, 2025

Larry Spector, Esq.
Larry Spector, P.C.
1 South Broad Street, Suite 1500
Philadelphia, PA 19107

RE: *Beer v. Shermondell, Inc.*
Invoice #7 - May 1 - May 31, 2025

Procedures	Unit	Rate	Volume	Amount
Project Management				
On-going Project Management	Per Hour	\$ 125	0.50	\$ 62.50
				\$ 62.50
Notice and Undeliverable Procedures				
Handling Class Member Communications (Email and Mail)	Per Hour	\$ 75	0.25	\$ 18.75
				\$ 18.75
Website Development and Hosting				
Monthly Maintenance	Per Month	\$ 75	1	\$ 75.00
				\$ 75.00

Amount Due \$ 156.25

Please remit payment via one of the following options:

Wire Transfer

Continental DataLogix, LLC
The Huntington National Bank



Check

Continental DataLogix, LLC
c/o Frank Barkan
1684 S. Broad Street, Suite 140
Lansdale, PA 19446

*included in
J.F.
5/20/2025
PK
10/29*

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.



CONTINENTAL DATALOGIX

Continental DataLogix
1684 S. Broad St, Suite 140
Lansdale, PA 19446

www.continentaldata.com

August 6, 2025

Larry Spector, Esq
Larry Spector, P.C
1 South Broad Street, Suite 1500
Philadelphia, PA 19107

RE: *Baer v. Shannondell, Inc.*
Invoice #9 - July 1 - July 31, 2025

Procedures	Unit	Rate	Volume	Amount
Project Management				
On-going Project Management	Per Hour	\$ 125	0.25	\$ 31.25
				\$ 31.25
Website Development and Hosting				
Monthly Maintenance	Per Month	\$ 75	1	\$ 75.00
				\$ 75.00
			Amount Due	\$ 106.25

Please remit payment via one of the following options:

Wire Transfer:

Continental DataLogix, LLC
The Huntington National Bank

Check

Continental DataLogix, LLC
c/o Frank Barkan
1684 S. Broad Street, Suite 140
Lansdale, PA 19446

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Continental DataLogix LLC
1684 S. Broad St, Suite 140
Lansdale, PA 19446



Larry Spector, Esq.
Larry Spector, P.C.
410 South 6th Street
Philadelphia, PA 19147

October 15, 2025

RE: Baer v. Shannondell, Inc.
- Statement of Outstanding Invoices

Invoice #	Time Period	Invoice Date	Invoice Amount
Baer v. Shannondell - Invoice #7 (Partial)	May 2025	6/2/2025	\$100.00
Baer v. Shannondell - Invoice #8	June 2025	7/10/2025	1,825.75
Baer v. Shannondell - Invoice #9	July 2025	8/6/2025	106.25
Outstanding Balance as of October 15, 2025			\$2,032.00

Payment Instructions:

Wire Transfer:

Continental DataLogix, LLC
The Huntington National Bank
[Redacted]
[Redacted]

Check:

Continental DataLogix, LLC
c/o Frank Barkan
1684 S. Broad Street, Suite 140
Lansdale, PA 19446

*Approved
L S P C
10/29/25*

Exhibit B-2

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

MARCUM

ACCOUNTANTS • ADVISORS

Invoice Date: 11/30/2018
Payment Terms: Net 30 Days

Invoice #: 101248805
Engagement #: 10259243
Client #: 181066

Larry Spector PC - Baer v. Shannondell Inc.
Attn. Larry Spector, Esquire
One South Broad Street
Philadelphia, PA 19107

Send Payment To: Marcum LLP
1800 Market Street, 32nd Floor
Philadelphia, PA 19103
Please refer to invoice number with your payment
Wire & ACH only: TD Bank
655 Franklin Ave
Garden City, NY 11530
ABA #: 026013573 Account #: 7915750397
Please reference invoice number

Please return top portion with remittance

Amount enclosed \$ _____

Progress billing for services rendered through November 30, 2018 in connection with Forensic-Larry Spector PC-Baer v. Shannondell Inc.:

Frank J Miceli

1.50	485.00	727.50
	New Charges	\$ 727.50

pd LS PC
2/15/19

Amounts past due 60 days from the invoice date will incur a finance charge of 1% per month.



MARCUM GROUP
OF NEW YORK

Marcum LLP

• 1800 Market Street, 32nd Floor • Philadelphia, PA 19103

Phone 215 297 2100 Fax 215 297 2101

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2024 at 12:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Spector PC Invoice settlement

Larry Spector <lspector@lspector.com>
Edward M. Waddington, Edward <Edward.Waddington@marcumllp.com>
Larry Spector <lspector@lspector.com>

Wed, Oct 30, 2024 at 11 02 AM

Ed, I propose settling the attached outstanding invoice for \$2500 paid by this Friday. My problem is that per my notes, we had some conversations in late January, before the first date for work done per this invoice, during which you suggested a simple elegant approach to the question of whether appliances were covered by a resident's monthly fee. You said that if the fee did not cover the appliances as used by the vacating (dead) resident, then they surely paid for the use of the new appliances for the incoming new resident. In either case the monthly fee paid for appliances. I then sent you a memo, a copy of the complaint and a Residence and Care Agreement you could say you reviewed to reach your opinion.

I did not receive an invoice for four months after that when I was stunned to see that Ms. Donecker had already spent almost \$8K reviewing documents before spending several thousand dollars more preparing a report which I never got.

\$2500 -- Agreed?

Thanks Ed. And best wishes as part of CBZ.

Marcum 5:21:23 Invoice.pdf
30K

Edward M. Waddington, Edward <Edward.Waddington@marcumllp.com>
Larry Spector <lspector@lspector.com>

Wed, Oct 30, 2024 at 12.37 PM

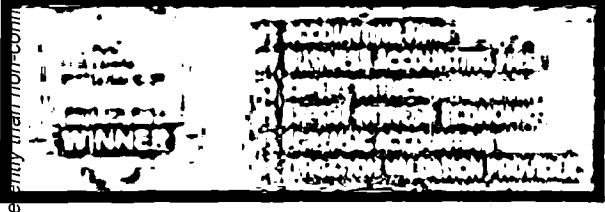
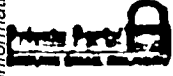
Larry,

Can you get me the payment by today, tomorrow lasts.

Edward M. Waddington, CPA
Partner
601 Market Street, 4th Floor

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Proceedings will be posted to the public access system and the filer is responsible for filing confidential information differently than non-confidential information.

MARCUM



From: Larry Spector <lrspector@lrspector.com>
Sent: Wednesday, October 30, 2024 11:02 AM
To: Waddington, Edward <Edward.Waddington@marcumllp.com>
Subject: Spector PC invoice settlement

External Email: lrspector@lrspector.com

CONFIDENTIALITY NOTICE:

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Marcum LLP Payment Details .pdf
663K

Larry Spector <lrspector@lrspector.com>
Waddington, Edward <Edward.Waddington@marcumllp.com>

Thu, Oct 31, 2024 at 9:02 AM

Just dropped off the check

Larry Spector

Exhibit B-3



020
9TH & WALNUT (663)
900 WALNUT STREET
PHILADELPHIA, PA, 19107
Cashbox 01

Business Date MAR 13, 2025
Calendar Date MAR 13, 2025

Purchase 15:36
Transaction Number 00263
Account Type Official Check
Account Number XXXXXXXXX
Document Number 5097169
Transaction Amount \$ 5,250.00
Funded by Check \$ 5,250.00

Payee:
KRUEGER ADR LLC
Remitter:
LARRY SPECTOR PC

This deposit or payment is accepted subject to verification and to the rules and regulations of this bank. Deposits may not be available for immediate withdrawal. Receipt should be held until verified with your statement.

FOR MORE INFORMATION AND EXAMPLES OF WHEN
DEPOSITS BECOME AVAILABLE, GO TO
WWW.PNC.COM/BANKWISELY

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Business Checking

For 24-hour account information, sign on to [my.bankofamerica.com](#)

For the Period 08/30/2025 to 08/30/2025
LARRY SPECTOR PC
Primary Account Number: XX-XXXX-8247
Page 2 of 3

Business Checking Account Number: XX-XXXX-7 - continued

Business Checking Summary

LARRY SPECTOR PC

Account number: XX-XXXX-7

Overdraft Protection has not been established for this account.
Please contact us if you would like to set up the service.

Balance Summary

Krueger ADR

Deposits and Other Additions		Checks and Other Deductions		
Description	Items	Amount	Description	Amount
			Checks	1 2,250.00

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Stevens & Lee

Powerful partnerships. Standout solutions.

April 13, 2023

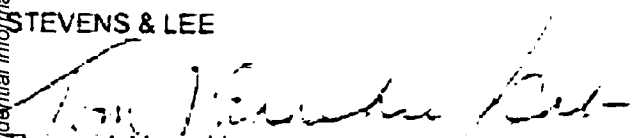
LARRY SPECTOR, ESQ.
LARRY SPECTOR, P.C.
ONE SOUTH BROAD STREET
SUITE 1500
PHILADELPHIA, PA 19107

Enclosed is our invoice(s) for professional services rendered for the period ending March 31, 2023.

Should you have any questions, please contact me

Very truly yours,

STEVENS & LEE



Thomas I. Vanaskie

Stevens & Lee

Powerful partnerships. Standout solutions.

April 13, 2023

ESQ.
P.C.
ROAD STREET

HIA, PA 19107

Invoice No. 99141977
Client No. 005455
Matter No. 01033
Billing Attorney: TIV

BILLING SUMMARY

For Professional Services Rendered for the period ending: March 31, 2023.

RE: MEDIATION/BAER V. SHANNONDELL

Total Professional Fees	\$ 3,300.00
Total Expenses	<u>\$ 354.10</u>
TOTAL OF THIS INVOICE	\$ 3,654.10
YOUR 50.00 % PORTION OF THIS INVOICE	\$ 1,827.05
Less Retainer	(\$1,827.05)
TOTAL DUE	\$0.00

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Stevens & Lee

425 Spruce Street, Suite 300
Scranton, PA 18503
(570) 343-1827
www.stevenslee.com

Direct Dial: (570) 969-5360
Email: thomas.vanaskie@stevenslee.com
Direct Fax: (610) 371-7360

October 11, 2023

Larry Spector, Esquire
Larry Spector P.C.
One South Broad St., Suite 1500
Philadelphia, PA 19107-3426

*deg 3/10/24
LSPL ✓*

Re: Mediation of the Matter of Baer, et al. and Shannondell

Dear Mr. Spector:

Please find enclosed a check in the amount of \$172.95 representing a refund of the remainder of your retainer relating to the above-referenced Mediation.

It was a pleasure working with you on this matter.

Very truly yours,

STEVENS & LEE

Thomas I. Vanaskie
Hon. Thomas I. Vanaskie (Ret.)

TIV:sab

Enclosure

*credit to
ch acct*

Allentown • Bergen County • Bala Cynwyd • Fort Lauderdale • Harnsburg • Lancaster • New York
Philadelphia • Princeton • Reading • Rochester • Scranton • Valley Forge • Wilkes-Barre • Wilmington
A PROFESSIONAL CORPORATION

Exhibit B-4

INVOICE

Invoice No.	Invoice Date	Job No.
282100	5/7/2019	280707
Job Date	Case No.	
4/10/2019		
Case Name		
Barer v. Shannondell, Inc.		
Payment Terms		
Due upon receipt		

ERSA Court Reporters

Phone: 215-564-1233 FAX: 215-564-1233

Spector, Larry
 Bazelon Less and Feldman PC
 One South Broad Street
 Suite 1500
 Philadelphia, PA 19107-3401

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:

Scott Darrenkamp
 Travel

207.00 Pages 693.45
 50.00
TOTAL DUE >>> \$743.45

If you would like to receive your invoices via email, please feel free to contact us.
 Call 215-564-1233 or email info@ersareporting.com

Handwritten:
 Paid 25%
 5/30/19
 Shannondell

ID: 20-0288959

Please detach bottom portion and return with payment

Spector, Larry
 Bazelon Less and Feldman PC
 One South Broad Street
 Suite 1500
 Philadelphia, PA 19107-3401

Invoice No. : 282100
 Invoice Date : 5/7/2019
 Total Due : \$ 743.45

Job No. : 280707
 BU ID : Phila
 Case No. :
 Case Name : Barer v. Shannondell, Inc.

Submit To: **ERSA Court Reporters**
E-Reporting Stenographic Affiliates, Inc.
 30 South 17th Street
 Suite 1520
 Philadelphia, PA 19103

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/29/2019 11:26 AM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

INVOICE



Invoice No.	Invoice Date	Job No.
336068	10/27/2022	360908
Job Data	Case No.	
10/12/2022		
Case Name		
Barer v. Shannondell, Inc.		
Payment Terms		
Due upon receipt		

Spector, Larry
 Bazelon Less and Feldman PC
 One South Broad Street
 Suite 1500
 Philadelphia, PA 19107-3401

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF: Matthew Falco	67.00 Pages	224.45
ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF: John Nielson	52.00 Pages	174.20
ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF: Micki Pasquine	53.00 Pages	177.55
ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF: Robert Jackson	39.00 Pages	130.65
TOTAL DUE >>>		\$706.85

PLEASE SUBMIT ALL PAYMENTS TO THE PHILADELPHIA, PA OFFICE.

(-) Payments/Credits:	0.00
(+) Finance Charges/Debits:	0.00
(=) New Balance:	\$706.85

Tax ID: 20-0288959

Please detach bottom portion and return with payment

Spector, Larry
 Bazelon Less and Feldman PC
 One South Broad Street
 Suite 1500
 Philadelphia, PA 19107-3401

Invoice No. : 336068
 Invoice Date : 10/27/2022
 Total Due : \$ 706.85

*pd 292525
 12/2/22
 LS PC ✓*

Remit To: **ERSA Court Reporters**
E-Reporting Stenographic Affiliates, Inc.
30 South 17th Street
Suite 1520
Philadelphia, PA 19103

Job No. : 360908
 BU ID : Phila
 Case No. :
 Case Name : Barer v. Shannondell, Inc.

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.



Spector, Larry
 Bazelon Less and Feldman PC
 One South Broad Street
 Suite 1500
 Philadelphia, PA 19107-3401

INVOICE

Invoice No.	Invoice Date	Job No.
336042	10/27/2022	360909
Job Date	Case No.	
10/13/2022		
Case Name		
Barer v. Shannondell, Inc.		
Payment Terms		
Due upon receipt		

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF: William Ross	91.00 Pages	304.85
Travel		75.00
ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF: James Sorom (Video)	65.00 Pages	217.75
ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF: Scott Darrenkamp (Video)	148.00 Pages	495.80
TOTAL DUE >>>		\$1,093.40
(-) Payments/Credits:		0.00
(+) Finance Charges/Debits:		0.00
(=) New Balance:		\$1,093.40

PLEASE SUBMIT ALL PAYMENTS TO THE PHILADELPHIA, PA OFFICE.

Tax ID: 20-0288959

Please detach bottom portion and return with payment

Spector, Larry
 Bazelon Less and Feldman PC
 One South Broad Street
 Suite 1500
 Philadelphia, PA 19107-3401

Invoice No. : 336042
 Invoice Date : 10/27/2022
 Total Due : \$ 1,093.40

Remit To: ERSA Court Reporters
 E-Reporting Stenographic Affiliates, Inc.
 30 South 17th Street
 Suite 1520
 Philadelphia, PA 19103

Job No. : 360909
 BU ID : Phila
 Case No. :
 Case Name : Barer v. Shannondell, Inc.

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

ERSA

Court Reporters

Phone: 215-564-1233 FAX: 215-564-1225

Spector, Larry
 Bazelton Less and Feldman PC
 One South Broad Street
 Suite 1500
 Philadelphia, PA 19107-3401

INVOICE

Invoice No.	Invoice Date	Job No.
335710	10/19/2022	360910
Job Date	Case No.	
10/13/2022		
Case Name		
Barer v. Shannondell, Inc.		
Payment Terms		
Due upon receipt		

James Sorom & Scott Darrenkamp (Video Services)

Video First Hour		315.00
Video Each Additional Hour	5.00	660.00
Travel		50.00
TOTAL DUE >>>		\$1,025.00

PLEASE SUBMIT ALL PAYMENTS TO THE PHILADELPHIA, PA OFFICE.

(-) Payments/Credits:	0.00
(+) Finance Charges/Debits:	0.00
(=) New Balance:	\$1,025.00

Tax ID: 20-0288959

Please detach bottom portion and return with payment

Spector, Larry
 Bazelton Less and Feldman PC
 One South Broad Street
 Suite 1500
 Philadelphia, PA 19107-3401

Invoice No. : 335710
 Invoice Date : 10/19/2022
 Total Due : \$ 1,025.00

Pay To: ERSA Court Reporters
 E-Reporting Stenographic Affiliates, Inc.
 30 South 17th Street
 Suite 1520
 Philadelphia, PA 19103

Job No. : 360910
 BU ID : Phila
 Case No. :
 Case Name : Barer v. Shannondell, Inc.

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2020 11:26 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

INVOICE

ERSA

Court Reporters

Phone: 215-564-1233 FAX: 215-564-1225

Invoice No.	Invoice Date	Job No.
338096	12/19/2022	364265
Job Date	Case No.	
12/7/2022		
Case Name		
Barer v. Shannondell, Inc.		
Payment Terms		
Due upon receipt		

Spector, Larry
 Bazelon Less and Feldman PC
 One South Broad Street
 Suite 1500
 Philadelphia, PA 19107-3401

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:

David Rittenhouse 68.00 Pages 227.80

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:

Hamoudeh Qawasmy 73.00 Pages 244.55

TOTAL DUE >>> **\$472.35**

PLEASE SUBMIT ALL PAYMENTS TO THE PHILADELPHIA, PA OFFICE.

PAID LEP
 ✓ # 7443
 4/7/23

ID: 20-0288959

Please detach bottom portion and return with payment.

Job No. : 364265 BU ID : Phila
 Case No. :
 Case Name : Barer v. Shannondell, Inc.
 Invoice No. : 335096 Invoice Date : 12/19/2022
 Total Due : \$ 472.35

Spector, Larry
 Bazelon Less and Feldman PC
 One South Broad Street
 Suite 1500
 Philadelphia, PA 19107-3401

Mail To: ERSA Court Reporters
 E-Reporting Stenographic Affiliates, Inc.
 30 South 17th Street
 Suite 1520
 Philadelphia, PA 19103

PAYMENT WITH CREDIT CARD		
Cardholder's Name:		_____
Card Number:		_____
Exp. Date:	Phone#:	_____
Billing Address:		_____
Zip:	Card Security Code:	_____
Amount to Charge:		_____
Cardholder's Signature:		_____
Email:		_____



Business Platinum Card
 LARRY SPECTOR PC
 LARRY H SPECTOR
 Closing Date 12/21/22

Account Ending 7-45002



Customer Care & Billing Inquiries
 International Collect
 Express Cash
 Large Print & Braille Statements

1-800-492-8468
 1-877-492-7119
 1-800-CASH-NOW
 1-800-492-8468



Web site: americanexpress.com

Customer Care & Billing Inquiries
 P.O. BOX 681545
 EL PASO TX
 79968-1555

Payments
 P.O. BOX 1270
 NEWARK NJ 07102
 1270

Hearing Impaired
 Online chat at americanexpress.com or use Relay dial 711 and 1-800-492-8468

Payments and Credits

Summary

	Pay In Full	Pay Over Time 0	Total
Payments	\$0.00	\$2,310.65	\$2,310.65
Credits	\$0.00	\$0.00	\$0.00
Total Payments and Credits	\$0.00	-\$2,310.65	-\$2,310.65

Detail

Payments	Amount
11/30/22* ELECTRONIC PAYMENT RECEIVED-THANK	-\$1,753.79
11/30/22* ELECTRONIC PAYMENT RECEIVED-THANK	-\$556.86

New Charges

Summary

	Pay In Full	Pay Over Time 0	Total
Total New Charges	\$0.00	\$1,289.44	\$1,289.44

Detail

LARRY H SPECTOR
 Card Ending 7-45002

	Amount
11/22/22 INFO TO MEMBERS	\$59.40
11/27/22 ADDBEL PRO SUBS Adobe Systems	\$ 3.75
11/28/22 THOMSON REUTERS	\$102.87
11/29/22 MOUNTAIN VIEW	\$34.90
12/01/22 GOOGLE GEMINITE SPECTO	\$12.90
12/07/22 CHEERFS & BETES	\$27.77
12/08/22 MONTENAPOLI CASINO	\$275.00
12/09/22 PHILADELPHIA INQUIRER	\$21.90
12/11/22 ADDBEL PRO SUBS Adobe Systems	\$11.79

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

H.K.W.
Henderson-Kasner-Welmer, LLC
COURT REPORTERS
 704 Carpenter Ct. Puro Cumberland, PA 17070
 Phone: (717) 314-1182 Email: info@hkwl.com

Larry Spector
 Law Office of Larry Spector
 One South Broad Street
 Suite 1500
 Philadelphia, PA 19107

INVOICE

Invoice No.	Invoice Date	Job No.
9911	3/18/2024	1814
Job Date	Case No.	
3/8/2024		
Case Name		
Daniel & Rose Baer vs. Shannondell, Inc.		
Payment Terms		
Net 30		

PDF Only of:

- Robert Levin
- Scanned Exhibits (Black & White)
- Litigation Bundle

181.00	Pages	@	2.850	515.85
230.00		@	0.500	115.00
1.00		@	20.000	20.00
TOTAL DUE >>>				\$650.85

PDF transcripts with & without linked exhibits sent 3/18/24
 Thank you for your business!

*Checked
 LS BC
 3/27/24
 1968.25*

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

H.K.W.
Henderson Kashner Wilmore, LLC
COURT REPORTERS
 704 Corporate Ctr, New Cumberland, PA 17070
 Phone: (717) 214-1183 Email: rspector@hkwrllc.com

Larry Spector
 Law Office of Larry Spector
 One South Broad Street
 Suite 1500
 Philadelphia, PA 19107

INVOICE

Invoice No.	Invoice Date	Job No.
9909	3/18/2024	1813
Job Date	Case No.	
3/7/2024		
Case Name		
Daniel & Rose Baer vs. Shannondell, Inc.		
Payment Terms		
Net 30		

1 COPY OF TRANSCRIPT OF:

Janette Kainy
 Scanned Exhibits (Black & White)
 Litigation Bundle

94.00	Pages	@	2.850	267
59.00		@	0.500	29
1.00		@	20.000	20
TOTAL DUE >>>				\$317

H.K.W.
Henderson Kashner Wilmore, LLC
COURT REPORTERS
 704 Corporate Ctr, New Cumberland, PA 17070
 Phone: (717) 214-1183 Email: rspector@hkwrllc.com

Larry Spector
 Law Office of Larry Spector
 One South Broad Street
 Suite 1500
 Philadelphia, PA 19107

INVOICE

Invoice No.	Invoice Date	Job No.
9911	3/18/2024	1814
Job Date	Case No.	
3/8/2024		
Case Name		
Daniel & Rose Baer vs. Shannondell, Inc.		
Payment Terms		
Net 30		

PDF Only of:

Robert Levin
 Scanned Exhibits (Black & White)
 Litigation Bundle

181.00	Pages	@	2.850	515
230.00		@	0.500	115
1.00		@	20.000	20
TOTAL DUE >>>				\$650

PDF transcripts with & without linked exhibits sent 3/18/24
 Thank you for your business!

*Checked
 LS BC
 RM
 3/27/24
 968.25*

INVOICE

1 of 1



COURT REPORTERS

764 Corporate Cir, New Cumberland, PA 17070
Phone: (717) 214-1143 Email: reporters@hkwl.com

Larry Spector
Law Office of Larry Spector
One South Broad Street
Suite 1500
Philadelphia, PA 19107

Invoice No.	Invoice Date	Job No.
9932	3/26/2024	1846
Job Date	Case No.	
3/21/2024		
Case Name		
Daniel & Rose Baer vs. Shannondell, Inc.		
Payment Terms		
Net 30		

OF Only of:

Janette Kalny (Volume 2)
Scanned Exhibits (Black & White)
Litigation Bundle

108.00	Pages	@	2.850	307.80
172.00		@	0.500	86.00
1.00		@	20 000	20.00
TOTAL DUE >>>				\$413.80

OF transcripts with & without linked exhibits sent 3/26/24
Thank you for your business!

Case# 2018-13760-2-5 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

ID: 45-2132377

Please detach bottom portion and return with payment

Larry Spector
Law Office of Larry Spector
One South Broad Street
Suite 1500
Philadelphia, PA 19107

Job No. 1846 BU ID 1-MAIN
Case No. :
Case Name Daniel & Rose Baer vs. Shannondell, Inc.
Invoice No. 9932 Invoice Date 3/26/2024
Total Due : \$413.80

Bill To: Henderson Kashmere Wetmore, LLC
764 Corporate Circle
Suite 200
New Cumberland, PA 17070

PAYMENT WITH CREDIT CARD				
Cardholder's Name: _____				
Card Number: _____				
Exp. Date: _____		Phone#: _____		
Billing Address: _____				
Zip: _____		Card Security Code: _____		
Amount to Charge: _____				
Cardholder's Signature: _____				
Email: _____				

April 14, 2021

Via Overnight Mail

Mary Ann Branca
Court Services
Montgomery County Courthouse
2 East Airy Street, 1st Floor
Norristown, PA 19404

Re: Baer v Shannondell Inc. No. 18-13760 transcript request

In response to Ms. Berardinell's email dated April 14, 2021, I am enclosing my firm's check in the amount of \$73.50 for the January 14, 2021 transcript in the above matter. Please send me the transcript via email. Thank you.

Sincerely,

Larry Spector

H 59

Request for Transcript or Copy

Montgomery County



Pursuant to Pa.R.J.A. 4007(A), this form must be completed by any person requesting a transcript for any court proceeding. Additional requirements may be found in the local rules of court for each judicial district. Local rules may be found by following the appropriate link at:

<http://www.pacourts.us/courts/courts-of-common-pleas-individual-county-courts/montgomery-county>

If the cost of the transcript presents an economic hardship, there are reduced rates available to those who qualify. See Pa.R.J.A. 4007(E). Copies of this request must be served in accordance with Pa.R.J.A. 4007(B). A deposit determined by local rule may be required.

I. Case Information

Case Caption:
Baer v Shannondell

Docket Number:
2018-13760

Presiding Judge:
Richard Haaz

Date(s) of Proceeding:
March 17, 2021

Court Reporter Name (if available):
Christine Julianne or Suzanne Hayes?

Case Type (check the appropriate box): Criminal Civil Family Orphans' Court Juvenile

Type of Proceeding: Suppression Argument Trial Plea Sentence

or "Other" (please specify): Class Certification Hearing

PCRA Yes No

Is the Transcript Associated with an Appeal? Yes No

Children's Fast Track: Yes No

II. Requestor Information

Name of Requestor/Attorney ID Number (if applicable): 22575

I am: Counsel for Plaintiffs Unrepresented Not a party to this action

Agency/Firm: Larry Spector P.C. Court Represented Yes No

Street Address: 1 South Broad St Suite 1500 City: Philadelphia State: PA Zip: 19107

Email: lspector@lspector.com Phone: 215 264 0700 Fax: 215 568 9319

Does this request qualify for a reduced rate pursuant to Pa.R.J.A. 4007(E)? Yes No

If Yes, please provide proof of authorization for a reduced rate or an affidavit required by Pa.R.J.A. 4007(B)(4) requesting a waiver of all or a portion of the costs.

III. Transcript Items Requested

Entire proceeding Jury Voir Dire Opening statements Closing arguments Jury Instructions

Testimony (specify each witness):

Pre-Post trial hearing (specify)

Other (specify)

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

PNC Online Banking

Case# 2018-013760-247 Docketed at Montgomery County Prothonotary on 04/20/2026, 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

PNC Online Banking

DATE	DESCRIPTION	AMOUNT	ACCOUNT
11/20/22	CHECK 1170	375.00	XXXXXXXX247

This is an image of a check, submittal check, or deposit ticket. Refer to your desired transactions to verify the status of the item. For more information about image delivery, see the or to speak with a representative call 1-888-PNC-BANK (1-888-762-2265) Monday - Friday, 7 a.m. - 10 p.m. ET, Saturday & Sunday 8 a.m. - 6 p.m. ET

LARRY SPECTOR PC 1125
 1616 MARKET ST STE 700
 PHILADELPHIA, PA 19103-1807

August 14, 2022
 DATE

Pay to the Order of Prothonotary of Montgomery County \$ 75.00
Seventy Five Dollars

PNC BANK
 PHILADELPHIA, PA 19103

For SI SI

[Signature]

For Deposit Only
 GENERAL FUNDS
 2023-08-31 11:39
 0886453234

Copyright © 2019 The PNC Financial Services Group, Inc. All rights reserved.

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

H.K.W.
Henderson-Kavanaugh-Welmer, LLC
COURT REPORTERS
7th Corporate Ctr, New Philadelphia, PA 17070
Phone: (717) 211-1182 Email: reports@hk-w.com

Larry Spector
Law Office of Larry Spector
One South Broad Street
Suite 1500
Philadelphia, PA 19107

INVOICE

1 of 1

Invoice No.	Invoice Date	Job No.
9909	3/18/2024	1813
Job Date	Case No.	
3/7/2024		
Case Name		
Daniel & Rose Baer vs. Shannondell, Inc.		
Payment Terms		
Net 30		

COPY OF TRANSCRIPT OF:

- Janette Kalny
- Scanned Exhibits (Black & White)
- Litigation Bundle

94.00	Pages	@	2.850	267.90
59.00		@	0.500	29.50
1.00		@	20.000	20.00
TOTAL DUE >>>				\$317.40

OF transcripts with & without linked exhibits sent 3/18/24
Thank you for your business!

Montgomery County Prothonotary

Receipt # 2018-B-03039
Date 11/20/2018 11:39:40 AM
Cashier Bryan Harf

Charges		
Subpoena		\$14.00
Copy Fee		\$2.25
Payments		
Check 1002		\$16.25
	Total Fees	\$16.25
	Total Payments	\$16.25

*** 11/20/2018 ***
11:39:40 AM

Exhibit B-5

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

BAZELON LESS & FELDMAN, P.C.

One South Broad Street, Suite 1500
Philadelphia, PA 19107
(215) 568-1155

Tax ID# 23-2937029

10/19/2023

Billed through 10/31/2023

Invoice number 1000 00274 35272 BLF

Larry H. Spector
410 South 6th Street
Philadelphia, PA 19147

Balance Forward as of Invoice Dated: June 29, 2023 \$70.03
Payments received since last Invoice \$70.03

Regarding:

Personal Charges

For Professional Services Rendered:

Fee Recap:

Total fees for this matter

Disbursements:

Overnight Mail Expenses
Photocopying @ \$.10/copy

Total disbursements for this matter

Billing Summary:

TOTAL DISBURSEMENTS \$95.60

TOTAL AMOUNT THIS BILL \$95.60

PLEASE PAY THIS AMOUNT

\$95.60

*Shannon will
reverts
proposed
fees
+ had
my
6/2/24*

*paid
3/7/24
LS ✓*

FedEx Express Shipment Detail By Payor Type (Original)

Ship Date: Sep 28, 2023 Cust. Ref: 1000-274 Ref: 23
 Payor Type: Ref: 23

- Fuel Surcharge - FedEx has applied a fuel surcharge of 18.7% to this shipment.
- Distance Based Pricing, Zone 3
- Package sent from: 10100 zip code
- FedEx has notified this shipment for correct packages, weight, and service. Any changes made are reflected in the invoice amount.
- The package weight exceeds the maximum for the packaging type, therefore, FedEx Fee was rated as Custom Packaging.

Automation	NET	Sender	Recipient	
Tracking ID	773574885262	Larry Spector, Esquire	Honorable Richard P. Metz	
Service Type	FedEx Priority Overnight	BAZELON LESS & FELDMAN, PC	Montgomery County Court House	
Package Type	Customer Packaging	One South Broad Street	2 East Ary Street	
Zone	02	PHILADELPHIA PA 19107 US	NORRESTOWN PA 19404 US	
Packages	1			
Rated Weight	3.0 lbs, 1.4 kgs			
Delivered	Sep 28, 2023 10:01	Transportation Charge		40.94
Svc Area	A2	Discount		-5.32
Signed by	R.YOUNG	Fuel Surcharge		6.68
FedEx Use	00000000/1486/	Total Charge	USD	\$42.30
			Shipper Subtotal	USD \$42.30
			Total FedEx Express	USD \$42.30



Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Bazon Less & Feldman, P.C. Expense Entry Batch Audit List

Report ID: AL1010 - 70626
Thursday, September 28, 2023

Printed By PARI
Page 1

Batch Number 15202 - User ID PARI - Batch 15202 created by PARI on 08/28/2023

Rec#	Date	Client Matter Reporting Name	Exp. Code	Units	Amount	Incurred By	Phase Task	Code 1 Code 2 Code 3
	09/28/2023	1000 00274 BLF Spector, Larry M. Photocopying @ \$ 10/copy; Beer v. Shennondell	PH2	533.00	\$53.30		0	
Total number of entries in batch number 15202 is 1			Batch Total:		\$53.30			

*** End Of Report ***

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Staples

Customer Receipt

XVL237237

SHIPPED THROUGH
Staples #0084
1300 South Columbus Blvd
Philadelphia, PA 19147
(215) 551-7543

Ship Date: 6/5/2024
Expected Delivery Date: 6/6/2024
Carrier & Service: UPS Ground

Ship from
Larry Spector
410 S 6th St
Philadelphia, PA 19147-1432, US
Residential
Telephone: +1 (215) 264-0700

Ship to
Judge Richard P. Haaz
Montgomery Courthouse
2 E Airy St
Norristown, PA 19401-4819, US
Commercial

Shipment Summary

Packages in shipment: 1
Shipment ID: XVL237237
POS Number: 6868122126
Weight(Actual): 13 lb 0.0 oz, Manual Wt
Additional Services: Collect in-person signature

Shipment Charges

Package(s) Charges: \$23.77
Shipment Total: \$23.77

Package 1

Tracking Number: 1Z5AR4334218809110
Packed: By Customer
Package type: Custom Package
Dimensions: L 16 in W 12 in H 10 in
Weight(Actual): 13 lb 0 oz, Manual Wt
Content Details: Documents
Signature Choice: Collect in-person signature

Package 1 Charges

UPS Ground: \$17.02
Proof Fee: \$6.75
Package 1 SubTotal: \$23.77

Track Your Shipment

Log on to www.ups.com or contact UPS at 1-800-PICK-UPS.

Suspension of Service Guarantee

Effective March 26, 2020 and until further notice, UPS has suspended the UPS Service Guarantee (also referred to as the UPS Money Back Guarantee) for all shipments from any origin to any destination.

Damaged, Lost or Late Claims

In the event that your package is damaged, lost or late, please contact the Staples® Ship Center Claims Department at 1-800-797-5924. Hours of operation: Monday-Friday: 9 A.M. - 8 P.M. EST.

All UPS claims must be called into the Staples Ship Center Claims department within the specified time per UPS policy.

Late claims must be reported after the delivery has occurred and within 15 days of the delivery date. Lost claims must be reported within 60 days of the expected delivery date and require Proof of Value for affected merchandise. Damage claims must be reported within 60 days of the delivery date. All packaging materials as well as the Proof of Value for affected merchandise will be required for damage claims.

Claims take two to six weeks for review and payment (if approved).

By signing the merchant receipt, I understand/agree that:

- I am subject to all Staples and UPS Terms and Conditions. See www.ups.com for further details.
- Staples reserves the right to open and inspect any package to be shipped.
- Staples will not be liable for damage to packages improperly packed, unless my receipt shows that I paid for Staples to pack the package.
- Staples will not ship any hazardous materials or other restricted items and you affirm that any package you have packed and offered to Staples for shipment does not contain such contents.
- Parcel insurance.
 - I may elect to pay an additional, optional fee (as specified on this receipt) for Staples' parcel insurance which is offered as part of Staples' UPS Ship Center services. Such fees do not include any markup by, or commission payment to, Staples. This insurance does not provide any insurance to you -- you are neither an insured nor an additional insured under Staples' parcel insurance.
 - Any claims for disputes related to parcel insurance must be pursued in arbitration not in any court proceeding, and must be pursued on an individual basis only, not in any form of class or representative action. Complete terms and conditions regarding individual binding arbitration are available at www.ups.com.
 - Staples' liability on any claim for loss or damage of a package with parcel insurance shall not exceed the lesser of (a) the insured value, (b) repair cost, (c) actual cost, (d) replacement cost, or (e) invoice price (where the shipped property has been sold); in all other cases, Staples' liability shall not exceed UPS's maximum liability for loss or damage under its Tariff/Terms and Conditions of Service available for review on www.ups.com.
- International packages may be subject to duties, taxes and brokerage fees as determined by the destination country, to be paid by the receiving party.
- I have reviewed the shipment address for accuracy.

By signing the merchant receipt, you acknowledge that Staples will NOT ship any hazardous materials or other restricted items, and you affirm that any package you have packed and offered to Staples for shipment does not contain such contents.

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.



South Street

Business Center
 South Street Business Center
 744 South Street

Philadelphia, PA 19147
 215-592-8000

Invoice#: 314754 Clerk: MMSORIS

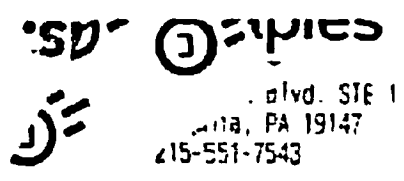
09/22/2025 10:57

Cash, Check, Charge

Description	Price	Qty	Ext Price
CERTIFIED WATERLOO MAILER LG 732285001062	2.77	1	2.77
UPS Next Day Air 1DAY	67.75	1	67.75
George Krueger 215-559-1517 1342 Lindsay Ave Meadowbrook, PA 19046 Tracking#: 1Z4A4630180671042 Package ID#: PHILLYB104682 Dimensions: 16in. X 11in. X 2in. Scale Display: 4.02 lb Chargeable Weight: 5 lb			

Sub-Total: \$70.52
 Sales Tax: \$0.22
Total: \$70.74

Card Charge: \$70.74
 Approval Number: 867948
 Reference ID Number: 6413945058



1400 Locust St
 Philadelphia, PA 19147
 215-551-7543

VP 20
 0197

Core: 84 Register: 5
 Date: 9/21/25 Time: 5:07 PM
 Transaction: 70023 Cashier: 3017621

REWARDS NUMBER *****5415

Qty Item Price Amount

***** Order Number 2246869897*****

1	ESSAY/DOCUMENT-CUS 1980563	0.79	0.79
1	ESSAY/DOCUMENT-CUS 1980563	3.95	3.95
1	ESSAY/DOCUMENT-CUS 1980563	2.37	2.37
1	ESSAY/DOCUMENT-CUS 1980563	11.04	11.04
1	ESSAY/DOCUMENT-CUS 1980563	1.58	1.58
1	ESSAY/DOCUMENT-CUS 1980563	4.74	4.74
1	ESSAY/DOCUMENT-CUS 1980563	2.37	2.37
1	ESSAY/DOCUMENT-CUS 1980563	2.37	2.37
1	ESSAY/DOCUMENT-CUS 1980563	1.58	1.58
1	ESSAY/DOCUMENT-CUS 1980563	1.58	1.58
1	ESSAY/DOCUMENT-CUS 1980563	0.79	0.79
1	ESSAY/DOCUMENT-CUS 1980563	4.74	4.74
1	ESSAY/DOCUMENT-CUS 1980563	3.16	3.16
1	ESSAY/DOCUMENT-CUS 1980563	7.89	7.89

Questions on Customer Order 2246869897
 Call your local Staples Store

Subtotal 48.95
 PENNSYLVANIA BK 3.92

Total 52.87

AMERICAN EXPRESS US\$52.87
 Card No. : XXXXXXXXXXXX5902 [C]
 Chip Read
 Auth No. : 835758
 Mode. : Issuer
 AID. : A00060025010601
 TYR. : 000002000
 IAD. : 06570103602002
 TSI. : F800

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Staples

1300 S. Columbus Blvd. Ste 1
Philadelphia, PA 19147
215-551-7543

Sale

Store: 84 Register: 5
Date: 6/3/24 Time: 8:21 AM
Transaction: 4636 Cashier: 1754-44

REWARDS NUMBER 702972214

Qty Item Price Amount
***** Order Number 2241072565 *****

ESSAY/DOCUMENT UPS
2 100P563 1.06 40 222.81
Cashier No. 30817 (50.00)

Conditions on Customer Order 2241072565
Call your local Staples Store

Subtotal 222.81
PENNSYLVANIA 8% 17.82

Total 240.63
USD: 240.63

AMERICAN EXPRESS
Card No.: XXXXXXXXXXXX5002 [C]
Chip Read
Auth No.: 800579
Mode: Issuer
AID: A000000125010001
TVR: 0000000000
IAR: 06570100002002
TSI: FB00
ARC: 3030

*Hard cc's
Motion
in SJ*

Account Summary

Company Exp Date Amount
4:817 6/7/24 50.00

Staples

Staples

1300 S. Columbus Blvd. Ste 1
Philadelphia, PA 19147
215-551-7543

Store: 84 Register: 7
Date: 6/3/24 Time: 4:39 PM
Transaction: 32802 Cashier: 302201

Qty Item Price Amount
1 STAPLES HD VIEW BIND 14.49 14.49
718103400291
1 STAPLES HD VIEW BIND 14.49 14.49
718103400291
1 16X12X10 RECTANGLE 3.20 3.20
718103422109

***** Order Number 6068122126 *****

1 STANDARD GRUING CD 17.02 17.02 M
389780
1 SIGNATURE 6.75 6.75 M
706130

Conditions on Customer Order 6068122126
Call your local Staples Store

Subtotal 55.95
PENNSYLVANIA 8% 2.57

Total 58.52

AMERICAN EXPRESS USD: 58.52
Card No.: XXXXXXXXXXXX5002 [C]
Chip Read
Auth No.: 604422
Mode: Issuer
AID: A000000025010001
TVR: 0000000000
IAR: 06570100002002
TSI: FB00
ARC: 3030

Staples.
the working and learning store.
Discover every tool to take on tomorrow
including products, services
inspiration that help you
work what is possible.
YINI FOR SLEEPING AT

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.



Receipt

Order Details

Order Number: 6945981166

Order Date: Mar 06, 2025

Delivery items
ship to

Pickup products
at Philadelphia Store
1300 S. Columbus
Bldg, STE 1
Philadelphia,
PA 19147

Payment Details

INVOICE TO

Larry Spector
(215) 264 0700
410 S. 6th St.
Philadelphia, PA 19147

Payment Method

PayOnline

Order Summary

ITEM	QTY	PRICE
Pickup Products		
Materials to GKrueger 3-6-25	1	\$57.88
Subtotal		\$57.88
Express Pickup		\$17.36
Estimated Tax		\$8.01
Total		\$81.25

Exhibit B-6

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

BAZELON LESS & FELDMAN, P.C.

One South Broad Street, Suite 1500
Philadelphia, PA 19107
(215) 568-1155

Tax ID# 23-2937029

11/10/2022

Billed through 10/31/2022

Invoice number 1000 00274 35102 BLF

Larry H. Spector
410 South 6th Street
Philadelphia, PA 19147

Balance Forward as of Invoice Dated: April 4, 2022 \$76.59
Payments received since last Invoice \$76.59
Regarding:

Personal Charges

For Professional Services Rendered:

Fee Recap:

Total fees for this matter \$0.00

Disbursements:

Photocopying @ \$.10/copy \$45.20
Postage \$2.90
Process Server Fees \$336.00
Total disbursements for this matter \$384.10

Billing Summary:

~~TOTAL AMOUNT THIS BILL~~

\$384.10

\$384.10

PLEASE PAY THIS AMOUNT

\$384.10

*Change
all to
Shannonbell
epd
LSP
11/29/22*

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2016 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Metro Filing Services Inc. 56873
 317 South 13th Street
 Philadelphia, PA 19107
 (215) 981-FILE (3453)

10/3/22
 Date

1385
 Attorney Acct. No.

Att: Hillary
Rachel Rose Feldman
One South Broad St, SU 1500

PRINT OR STAMP
 FIRM NAME

NAME OF FILE	ATTY REF.	COURT/SERVICE	OFFICE USE ONLY	
			CODE	CHARGE
RF/Spector, Larry	1000-274	Delco		
re: subpoena				
try 1st at address on				
subpoena -				
not accepted - try at				
Deliverment Services				
2620 Egypt Rd		FD		120
Whitman, HA				

pick up by: RB time in: 1:42 time out: _____

SEE LIMITS OF LIABILITY ON REVERSE SIDE

Metro Filing Services Inc. 56874
 317 South 13th Street
 Philadelphia, PA 19107
 (215) 981-FILE (3453)

10/3/22
 Date

1385
 Attorney Acct. No.

Att: Hillary
Rachel Rose Feldman
One South Broad St, SU 1500

PRINT OR STAMP
 FIRM NAME

	NAME OF FILE	ATTY REF.	COURT/SERVICE	OFFICE USE ONLY	
				CODE	CHARGE
1	RF/Spector, Larry	1000-274	Delco		
2	Subpoena to Falco - search	1000 Shannonell address	FD		96
3					
4	subpoena to Nelson -	serve at 2620 Egypt Rd.	FD		120
5	try at 1000 Shannonell	address			
6					
7					
8					

pick up by: RA time in: 1:42 time out: _____

SEE LIMITS OF LIABILITY ON REVERSE SIDE

Bazelon Less & Feldman, P.C. Expense Entry Batch Audit List

Printed By PARI
Page 1

AL1010 - 69036
October 11, 2022

Batch Number 15102 - User ID PARI - Batch 15102 created by PARI on 10/11/2022

Rec'd	Date	Client Matter Reporting Name	Exp. Code	Units	Amount	Incurred By	Phase Task	Code 1 Code 2 Code 3	
1	10/11/2022	1000 00274 BLF Spector, Larry M. Photocopying, Shannondell	PH4	452.00	\$45.20		0		
Batch Total:					\$45.20				

Total number of entries in batch number 15102 is 1

*** End Of Report ***

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.



924 Chestnut St Ste 32
Philadelphia, PA, 19107
(215) 925-2472

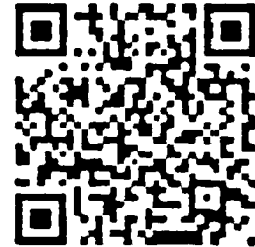
Terminal: 2274M600MIX01
Date: 8/13/2023 16:00
Receipt #: ESPKIBW44654
Type: Purchase

Qty	Description	Amount
7	PNG B&W S/S 8.5x11 6 8.5x14	1.47
7	PNG B&W S/S 8.5x11 6 8.5x14	1.47
4	PNG B&W S/S 8.5x11 6 8.5x14	5.04
	PNG B&W S/S 8.5x11 6 8.5x14	0.42
	PNG B&W S/S 8.5x11 6 8.5x14	1.05
1	PNG Color S/S 8.5x11 6 8.5x14	7.81
	PNG B&W S/S 8.5x11 6 8.5x14	0.42
	PNG B&W S/S 8.5x11 6 8.5x14	0.42
	PNG B&W S/S 8.5x11 6 8.5x14	0.63
	PNG B&W S/S 8.5x11 6 8.5x14	1.26
0	PNG B&W S/S 8.5x11 6 8.5x14	6.30
	PNG Color S/S 8.5x11 6 8.5x14	0.71
	PNG B&W S/S 8.5x11 6 8.5x14	0.84
2	PNG B&W S/S 8.5x11 6 8.5x14	2.52
	PNG B&W S/S 8.5x11 6 8.5x14	0.42
	PNG B&W S/S 8.5x11 6 8.5x14	1.68
	PNG B&W S/S 8.5x11 6 8.5x14	1.68
	SubTotal	34.14
	District tax	0.00
	City tax	0.68
	County tax	0.00
	State tax	2.05
	Total	USD \$36.87



Tell us how we did and get \$7 off your next purchase of \$40 or more print products*

Take the survey by scanning the QR code below or visit www.fedex.com/welisten



Offer expires 6/30/2025

***Terms & Conditions**

\$7 off print order of \$40.00 or more. Discount applies to orders placed in a FedEx Office® store or online through Office.FedEx.com. Offer is valid at time of purchase only, no cash value and may not be discounted or credited toward past or future purchases; discount cannot be used in combination with custom-bid orders, other coupons, or discounts including account pricing. Discount not valid on the following products and services: finishing only orders, digital, passport or mounted photo, self-service print, fax, scan, or stired products provided by third party sites not hosted by FedEx Office. Does not apply to packing, shipping, rush or delivery charges. Does not apply to retail products. No cash value. Offer valid where prohibited or restricted by law. Products, services, and hours may vary by location. TM use promo SKU 40269 for Business Printing Services such as FPM. © 2023 FedEx. All rights reserved.

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Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Exhibit C

Estimate for Class Action Administration Services
Baer v. Shannondell, Inc.

Project Assumptions

Class Size	926 Class Members
Notice Format	6 Page Notice + 2 Page Claim
Telephones	Live Operators
Distribution	Settlement Payments to Approved Claimants

Procedures Unit Rate Volume Amount

Project Management

Pre-mailing Coordination	Per Hour	\$ 175	15	\$ 2,625
On-going Project Management	Per Hour	175	30	5,250
Database Development and Maintenance	Per Hour	200	10	2,000
TransUnion TLO Individual Search	Per Search	3.00	100	300
Additional Search Procedures and Outreach Efforts	Per Hour	100	40	4,000
Format Documents	Per Hour	175	10	1,750
Opt-Out / Objection Reporting	Per Hour	175	1	175
				\$ 16,100

Notice and Undeliverable Procedures

National Change of Address Processing	Per File	\$ 250	1	\$ 250
Print and Mail Notice and Claim Form Packets	Per Mailing	5.00	926	4,630
Undeliverable Processing, Skip-tracing, and Remailing	Minimum Charge	1,500	1	1,500
Scanning/Imaging Undeliverable Mail	Minimum Charge	2,000	1	2,000
				\$ 8,380

Website Development

Domain Registration and Hosting	Per Domain	\$ 500	-	\$ -
Website Development	Per Hour	200	20	4,000
Monthly Maintenance	Per Month	125	12	1,500
				\$ 5,500

Toll-Free Telephone Support and Communications

Script Development and Management	Per Hour	\$ 175	5	\$ 875
Live Agent	Per Hour	75	25	1,875
Annual P.O. Box Rental Fee	Per Year	500	1	500
Handling Attorney and Class Member Communications (Email and Mail)	Per Hour	65	40	2,600
				\$ 5,850

Claim Processing and Communications

Claim Receipt - Paper	Per Claim	\$ 5.00	463	\$ 2,315
Review Completed Claims for Accuracy and Validity	Per Hour	75	30	2,250
Scanning/Imaging Returned Claim Forms with Envelope	Per Claim	7.75	463	3,588
Coordinating Form Completion for Inaccurate Claims	Per Hour	175	10	1,750
Monthly Reporting and Declarations	Per Hour	175	5	875
				\$ 10,778



Procedures **Unit** **Rate** **Volume** **Amount**

Fund Management and Distribution Procedures

Open QSF, Obtain EIN and Monthly Bank Reconciliations	Per Hour	\$ 175	10	\$ 1,750
Distribution Calculation & Preparation	Per Hour	175	12	2,100
Print and Mail Single-Page Check	Per Check	4.25	463	1,968
Undeliverable Processing, Skip-tracing, Check Reissuing	Minimum Charge	1,500	1	1,500
				\$ 7,318

Tax Services

Settlement Fund Income Tax Return - 1120-SF	Per Year	\$ 3,250	1	\$ 3,250
				\$ 3,250

Total Estimated Administration Fee \$ 57,176

Estimated Postage and Expenses

Postage - Notice Mailing	Per Piece	\$ 0.745	926	\$ 689
Postage - Notice Remails	Per Piece	0.780	139	108
Postage - Check Mailing	Per Piece	0.780	463	361
Postage - Check Remails	Per Piece	0.780	20	16
Shipping, Photocopying, Misc Expenses	As incurred	250	1	250
				\$ 1,425

Total Estimated Postage \$ 1,425

Total Estimate \$ 58,601

Exhibit D

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Continental DataLogix LLC
1684 S. Broad St, Suite 140
Lansdale, PA 19446



Larry Spector, Esq.
Larry Spector, P.C.
410 South 6th Street
Philadelphia, PA 19147

January 13, 2026

RE: Baer v. Shannondell, Inc.
- Statement of Outstanding Invoices

Invoice #	Time Period	Invoice Date	Invoice Amount
Baer v. Shannondell - Invoice #11	September - October 2025	11/10/2025	\$1,837.50
Baer v. Shannondell - Invoice #12	November 2025	12/8/2025	281.25
Baer v. Shannondell - Invoice #13	December 2025	1/12/2026	93.75
Outstanding Balance as of January 13, 2026			\$2,212.50

Payment Instructions:

Wire Transfer:

Continental DataLogix, LLC
The Huntington National Bank



Check:

Continental DataLogix, LLC
c/o Frank Barkan



Lansdale, PA 19446

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.



Continental DataLogix
1684 S. Broad St, Suite 140
Lansdale, PA 19446

www.continentaldlx.com

November 10, 2025

Larry Spector, Esq.
Larry Spector, P.C.
1 South Broad Street, Suite 1500
Philadelphia, PA 19107

RE: *Baer v. Shannondell, Inc.*
Invoice #11 - September 1 - October 31, 2025

Procedures	Unit	Rate	Volume	Amount
Project Management				
On-going Project Management	Per Hour	\$ 125	11.50	\$ 1,437.50
Format Document(s)	Per Hour	125	2.00	250.00
				\$ 1,687.50
Website Development and Hosting				
Monthly Maintenance	Per Month	\$ 75	2	\$ 150.00
				\$ 150.00
			Amount Due	\$ 1,837.50

Please remit payment via one of the following options:

Wire Transfer:

Continental DataLogix, LLC
The Huntington National Bank



Check:

Continental DataLogix, LLC
c/o Frank Barkan



Lansdale, PA 19446

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.



Continental DataLogix
1684 S. Broad St, Suite 140
Lansdale, PA 19446

www.continentaldlx.com

December 8, 2025

Larry Spector, Esq.
Larry Spector, P.C.
1 South Broad Street, Suite 1500
Philadelphia, PA 19107

RE: *Baer v. Shannondell, Inc.*
Invoice #12 - November 2025

Procedures	Unit	Rate	Volume	Amount
Project Management				
On-going Project Management	Per Hour	\$ 125	0.50	\$ 62.50
Format Document(s)	Per Hour	125	1.00	125.00
				\$ 187.50
Notice and Undeliverable Procedures				
Handling Class Member Communications (Email and Mail)	Per Hour	\$ 75	0.25	\$ 18.75
				\$ 18.75
Website Development and Hosting				
Monthly Maintenance	Per Month	\$ 75	1	\$ 75.00
				\$ 75.00
			Amount Due	\$ 281.25

Please remit payment via one of the following options:

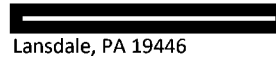
Wire Transfer:

Continental DataLogix, LLC
The Huntington National Bank



Check:

Continental DataLogix, LLC
c/o Frank Barkan



Lansdale, PA 19446

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.



Continental DataLogix
1684 S. Broad St, Suite 140
Lansdale, PA 19446

www.continentaldlx.com

January 12, 2026

Larry Spector, Esq.
Larry Spector, P.C.
1 South Broad Street, Suite 1500
Philadelphia, PA 19107

RE: *Baer v. Shannondell, Inc.*
Invoice #13 - December 2025

Procedures	Unit	Rate	Volume	Amount
Notice and Undeliverable Procedures				
Handling Class Member Communications (Email and Mail)	Per Hour	\$ 75	0.25	\$ 18.75
				\$ 18.75
Website Development and Hosting				
Monthly Maintenance	Per Month	\$ 75	1	\$ 75.00
				\$ 75.00
			Amount Due	\$ 93.75

Please remit payment via one of the following options:

Wire Transfer:

Continental DataLogix, LLC
The Huntington National Bank



Check:

Continental DataLogix, LLC
c/o Frank Barkan



Lansdale, PA 19446

Exhibit E

May 21, 2018

Stephen I. Baer
Baer Romain, LLP
1288 Valley Forge Rd.
Suite 463
P.O. Box 952
Valley Forge PA 19482-0952

Re: Baer et al. v. Shannondell, Inc.

Dear Stephen:

This letter describes the Agreement pursuant to which my law firm, Larry Spector P.C. ("LSPC"), will represent your parents, Daniel and Rose Baer, in litigation against Shannondell, Inc. (the "Litigation"). In that their age precludes their active participation in the litigation, I will represent them through you as their agent pursuant to Powers of Attorney which they have each executed appointing you as their attorney.

The issue in the Litigation is whether Shannondell was entitled to deduct an Appliance Depreciation or Replacement Fee from the refund of the Entrance Fee paid to former residents of Shannondell or their representatives. Attached is a draft of the Complaint to be finalized and filed in the Montgomery County Pennsylvania Court of Common Pleas if you sign this Agreement.

As agent for your parents, you have agreed that they will be plaintiffs in the Litigation to be brought as a class action. Absent extraordinary circumstances, I will deal with only you. The governing procedure requires that the court certify the matter as a class action. If it does, Daniel and Rose Baer will be the nominal class representatives, acting through you, on behalf of all persons similarly situated, i.e., former residents of Shannondell or their representatives. If the matter is not certified as a class, we will mutually decide whether, and on what basis, the case will continue.

Neither you nor your parents will be responsible for paying any legal fees. LSPC's right to receive any legal fees will be totally contingent on whether the Litigation produces a recovery.

If the Litigation results in a judgment against Shannondell for violation of a statute which permits the award of attorneys fees to the successful party, the fees will be set by the court and paid by Shannondell. Such a payment should not reduce the amount payable to class members as a result of the judgment.

If there is no judgment based on any such statute, but a recovery fund is created as a result of a non-statutory judgment or settlement, legal fees will be awarded by the court and paid solely out of any fund created as a result of the judgment or settlement. That award will be made following an LSPC request to the court to award attorneys' fees not to exceed one third of the recovery.

LSPC will advance all costs incurred in bringing the Litigation, e.g., costs for copying, notices to class members, travel, transcripts, computerized legal research, expert witness fees and court filings. Those costs will be reimbursed only from any court award against Shannondell or from any recovery by judgment or settlement. Any percentage award of attorneys' fees will be calculated from the gross amount of the recovery before the subtraction of costs.

If there is no recovery, neither you nor your parents, will be responsible for any legal fees. If there is no recovery as a result of an actual judgment in favor of Shannondell, it is possible that the court could require plaintiffs to pay Shannondell its costs and expenses. In that case LSPC will be responsible for satisfying that requirement to the fullest extent allowed by law.

A class action cannot be settled without court approval. LSPC will consult with you before agreeing to any settlement. Please understand, however, that as counsel for both the class representative and the class, LSPC has a duty to act in the best interests of both of them. If you disagree with an LSPC recommendation that the Litigation be settled for a certain amount, then in furtherance of its duty to the class members, LSPC may nonetheless present such a settlement for court approval. In that case you may retain separate counsel to object to the proposed settlement.

Attached is an overview of the responsibilities of a class representative.

It is possible that, subject to your approval, I may decide to bring other attorneys into the Litigation as my co-counsel. In that case they will be bound by the terms of this agreement.

As will be the case during the Litigation, if you have any questions or would like to discuss anything about this agreement, please do not hesitate to let me know. Otherwise, if this agreement is acceptable, please so indicate by signing and returning to me a copy of this letter.

I appreciate your trust in me to proceed with this matter and look forward to representing you.

Sincerely,

Larry Spector

Stephen J. Baer
as agent for Daniel Baer
and Rose Baer, through
Powers of Attorney

OVERVIEW OF THE ROLE OF THE CLASS REPRESENTATIVE

To assist you in understanding your role as a class representative, I am briefly describing your rights and responsibilities. Please contact me at any time to further clarify any of these points or if you have any questions whatsoever.

1. You are Suing As Class Representatives. As such, you represent the interests of all class members who have been affected by the challenged conduct.

2. Duty As Class Representatives. As class representatives, the Court requires that you adequately and fairly represent the class. This is your duty. Here is how you are expected to accomplish that duty:

a. You must be generally familiar with the litigation.

(1) This does not mean you must know every aspect of this litigation. We will keep you informed of major events, and this will satisfy your duty. You should read the complaint and understand it generally. You should know who the parties are. You should know why you are suing.

(2) You may and should confer with me at any time you feel it is appropriate to do so.

b. You must vigorously prosecute the litigation.

This basically means you will authorize your attorneys to do what is necessary to successfully prosecute this case on behalf of the class. You have done so, and I will vigorously pursue this case.

c. You must hire lawyers experienced in class action litigation.

I am experienced in class actions.

3. Notice to the Class. You may be responsible for providing notice to the class, depending on whether the rules of the Court or the judge require such notice. We will undertake this task on your behalf and advance all costs. Notice is usually accomplished by mailing a copy to identifiable class members and, if necessary, publishing a copy in newspapers.

000007

4 **No Special Treatment.** You have not been promised any special treatment other than the treatment that may be awarded to other class members. If successful, we may ask the judge to award you additional compensation for the extra time and effort you expend as class representatives. We cannot guarantee that the judge will award any such amounts but, in our experience, judges often will do so.

P - 000007

Jeremy Spiegel, Esq.
Law Office of Jeremy Spiegel
123 S. Broad St., Ste. 1850
Philadelphia, PA 19109
215-609-3154
spiegel@jeremyspiegellaw.com
ID 205859
Attorney for Plaintiffs

DANIEL BAER and ROSE BAER,	:	COURT OF COMMON PLEAS
through Stephen Baer as their Agent with		OF MONTGOMERY COUNTY,
Power of Attorney, for themselves and all		PENNSYLVANIA
others similarly situated,		
		CIVIL ACTION-LAW
PLAINTIFFS,		No. 2018-13760
v.		CLASS ACTION
SHANNONDELL, INC.,		
DELL MANAGEMENT SERVICES, INC.,		
DEFENDANTS		

**DECLARATION OF JEREMY SPIEGEL, ESQ.
IN SUPPORT OF PLAINTIFFS’ MOTION FOR AWARD OF
ATTORNEYS’ FEES, LITIGATION EXPENSES, AND SERVICE AWARD**

I, Jeremy Spiegel, hereby declare as follows:

1. I am the principal of the Law Office of Jeremy Spiegel. I submit this Declaration in support of Plaintiffs’ motion for an award of attorneys’ fees in connection with services rendered by Class Counsel in this case, as well as the reimbursement of expenses incurred by Class Counsel in connection with this litigation, and the issuance of a Service Award to the Class Representative.

2. I have 18 years of experience in class action and complex commercial litigation.

3. I have litigated numerous consumer and antitrust class actions, including

Fritzinger v. Angie’s List, Inc., No. 1:12-cv-01118-JMS-DML, (S.D. Ind.) (lead counsel); *In re*

Processed Egg Products Antitrust Litig., 2:08-md-02002-GEKP (E.D. Pa.); *In Re LIBOR-Based Financial Instruments Antitrust Litig.*, No.11-md-2262 (S.D.N.Y.); and *Keller et al. v. Electronic Arts, Inc., et al.*, 4:09-cv-1967 (N.D. Ca.).

4. I have acted as Class Counsel in this action, along with Larry Spector from Larry Spector, P.C. (“Class Counsel”). The Court appointed our firms as Class Counsel in its Order of December 29, 2021.

5. As Class Counsel, we have zealously represented the Class. The tasks undertaken by our firms in this litigation are set forth in the accompanying Declaration of my colleague, Mr. Spector.

6. The chart attached hereto as Exhibit A contains a summary of the time I spent on this action, and the lodestar calculation based on my current billing rate of \$750 for contingent fee class action litigation. The chart was prepared from contemporaneous, daily time records regularly prepared and maintained by me. Time spent preparing this motion for fees and reimbursement of expenses has been excluded from this request. A similar chart is annexed to the declaration of my co-counsel, Larry Spector.

7. I have been practicing class action litigation and complex litigation for 18 years. The hourly rate of \$750 per hour for my time, as set forth in Exhibit A, is within the range of hourly rates for attorneys with my level of complex litigation and class action experience. Many courts have approved rates far in excess of \$750 per hour in comparable matters for attorneys with my level of experience. *See, e.g., Milkman v. Am. Travellers Life Ins. Co.*, 2002 WL 778272, at *27 (Pa. Com. P1. Apr. 1, 2002) (noting approval of fees where hourly rates in excess of \$1,000 per hour); *In re Suboxone (Buprenorphine Hydrochloride & Naloxone) Antitrust Litig.*, No. 13-MD-2445, 2024 WL 815503, at *17

(E.D. Pa. Feb. 27, 2024) (approving rates up to \$1,550 per hour); *Fernandez v. DouYu Int'l Holdings Ltd.*, No. 2:23-CV-0316, 2025 WL 3564643, at *7 (D.N.J. Dec. 12, 2025) (approving rates of between \$1,100 and \$1,400 for partners).

8. Seven years ago, in 2019, my time was approved by the court in *In re Dental Supplies Antitrust Litigation*, 16-cv-696 (E.D.N.Y.) at a rate of \$625 per hour. Attached as Exhibit B is the time submission including my rate and time in that matter.

9. I have expended 690.1 hours on this litigation firm from inception through March 2025, as indicated on Exhibit A. My total lodestar is \$517,575.

10. The receipt of a fee by my firm in this litigation was (and remains) wholly contingent on the success of the case. Counsel would have received nothing had there not been a settlement or victory at trial, and I would have had to write off over 600 billable hours.

11. Class Counsel also seeks reimbursement of expenses reasonably and necessarily incurred in prosecuting this action. Attached hereto as Exhibit C is a chart showing the \$550 in expenses incurred by my firm in the prosecution of this matter, as reflected in the regularly kept books and records of the firm. These expenses were reasonably incurred and necessary to the prosecution of this action.

I declare under penalty of perjury under the law of the Commonwealth of Pennsylvania that the foregoing is true and correct

Dated: April 20, 2026

/s/ Jeremy Spiegel
Jeremy Spiegel, Esq.
Law Office of Jeremy Spiegel
123 S. Broad St., Ste. 1850
Philadelphia, PA 19109
215-609-3154
spiegel@jeremyspiegellaw.com
ID 205859

Exhibit A

**DANIEL BAER and ROSE BAER,
through Stephen Baer as their Agent with
Power of Attorney, for themselves and all
others similarly situated,**

PLAINTIFFS,

v.

**SHANNONDELL, INC., and
DELL RETIREMENT SERVICES, INC.,**

DEFENDANTS

**: COURT OF COMMON PLEAS
: OF MONTGOMERY COUNTY,
: PENNSYLVANIA
:
: CIVIL ACTION-LAW
: No. 2018-13760
:
: CLASS ACTION
:
:
:
:**

**Jeremy Spiegel, Esq.
Summary of Attorney Time and Lodestar Calculation**

Category of Legal Work	Number of Hours
Pleadings and Investigations	27.1
Motions (Other than Class Certification)	101.1
Depositions, Including Preparation	5.8
Discovery (Other)	122.5
Trial Court Appearances and Preparation	54.8
Class Certification (Including Motions and Hearings)	62.4
Settlement (Negotiations and Drafting)	152.7
Administration (Settlement and Class)	156.8
Experts (Retention, Reports, and Discovery)	4.7
Trial Preparation	2.2
TOTAL ATTORNEY TIME:	690.1
Hourly Rate for Lodestar	\$750/hr.
LODESTAR CALCULATION	\$517,575

Exhibit B

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

In re DENTAL SUPPLIES ANTITRUST
LITIGATION

Civil Action No.: 1:16-CV-00696-BMC-GRB

ALL CASES

Honorable Brian M. Cogan

**DECLARATION OF ROBERT S. KITCHENOFF, WEINSTEIN KITCHENOFF &
ASHER LLC IN SUPPORT OF PLAINTIFFS' MOTION FOR AN AWARD OF ATTOR-
NEYS' FEES AND LITIGATION EXPENSES**

I, Robert S. Kitchenoff, declare as follows:

1. I am the managing member of Weinstein Kitchenoff & Asher LLC. I submit this declaration in support of Plaintiffs' motion for an award of attorneys' fees and expenses in connection with the services rendered, and costs and expenses incurred, in *In re Dental Supplies Antitrust Litigation* (the "Action").

2. My firm served as Plaintiffs' counsel in the Action, working under the direction of Plaintiffs' Co-Lead Counsel.

3. The schedule attached as Exhibit A sets forth my firm's total hours and lodestar, computed at historical rates, for the period from inception of the case through and including February 28, 2019. The total numbers of hours spent by my firm during this period was 1,048.80, with a corresponding lodestar (at historical rates) of \$611,912.50. This schedule was prepared from contemporaneous, daily time records prepared and maintained by my firm. In connection with representing the Plaintiffs in the Action my firm did the following: Worked with our client to develop the case, prepared and filed pleadings, responded to discovery, and prepared a hyperlinked chronology, setting out all of the statements, testimony, and other relevant evidence necessary to prove plaintiffs' case. This document included hyperlinks to a database with scanned documents, emails, deposition testimony, and discovery responses so that each member of Plaintiffs' team

using the chronology would have instant access to the underlying evidence supporting Plaintiffs' allegations. The lodestar amount reflected in Exhibit A is for work performed by attorneys and professional staff at or affiliated with my firm for the benefit of the Class. The hourly rates for the attorneys and professional staff in my firm reflected in Exhibit A are the usual and customary hourly rates historically charged by my firm in similar complex litigation matters.

4. My firm has expended a total of \$101,016.30 in unreimbursed costs and expenses in connection with the prosecution of the Action from inception of the case through and including February 28, 2019. These costs are set forth in the Schedule attached as Exhibit B and are reflected on the books and records of my firm. They were incurred on behalf of Plaintiffs by my firm and have not been reimbursed.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.



ROBERT S. KITCHENOFF, MEMBER
WEINSTEIN KITCHENOFF & ASHER LLC

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

In re DENTAL SUPPLIES ANTITRUST
LITIGATION

Civil Action No.: 1:16-CV-00696-BMC-GRB

ALL CASES

Honorable Brian M. Cogan

**EXHIBIT A TO THE DECLARATION OF
WEINSTEIN KITCHENOFF & ASHER LLC IN
SUPPORT OF PLAINTIFFS' MOTION FOR AN AWARD
OF ATTORNEYS' FEES AND LITIGATION EXPENSES**

**Reported Hours and Historical Lodestar
Inception through February 28, 2019**

Name	Position	Hours	Blended Rate	Lodestar
David H. Weinstein	P	47.70	\$800.00	\$38,160.00
Robert S. Kitchenoff	P	33.70	\$725.00	\$24,432.50
Jeremy Spiegel	OC	100.00	\$620.00	\$62,000.00
Terry Henson	OC	814.70	\$566.15	\$461,240.00
Susan Taichman-Robins	OC	52.70	\$494.88	\$26,080.00
Total		1,048.80		\$611,912.50

Role Legend

- P Partner
- S Shareholder
- SC Senior Counsel
- OC Of Counsel
- A Associate
- LC Law Clerk
- PL Paralegal
- I Investigator
- SA Staff Attorney
- CA Contract Attorney

Case# 2018-13760-247 Docketed at Montgomery County Prothonotary on 04/20/2026 11:28 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.



US702 | BR543
 ROP 450
 P.O. Box 7000
 Providence, RI 02940

**Business Advisor
 Account Statement**

Page 1 of 4

Beginning May 01, 2023
 through May 31, 2023

Questions? Contact us today:



CALL:
 Business Advisor Customer
 Service
 1-800-862-6200



VISIT:
 Access your account online:
citizensbank.com



MAIL:
 Citizens
 Customer Service Center
 P.O. Box 42001
 Providence, RI 02940-2001

JEREMY S SPIEGEL
 DBA LAW OFFICE OF JEREMY SPIEGEL
 1 S BROAD ST STE 1500
 PHILADELPHIA PA 19107-3401

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**JEREMY S SPIEGEL
 DBA LAW OFFICE OF JEREMY SPIEGEL
 Business Advisor Checking**



Business Advisor Checking Summary

<i>Account</i>	<i>Account Number</i>	<i>Balance Last Statement</i>	<i>Balance This Statement</i>
DEPOSIT BALANCE			
Checking			
Business Advisor Checking		5,464.19	7,218.19
		Total Deposit Balance	
		=	7,218.19
		Total Relationship Balance	
		=	7,218.19

Please See Additional Information on Next Page

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Business Advisor Checking for [REDACTED]

Balance Calculation

Previous Balance		5,464.19
Checks	-	.00
Debits	-	976.13
Deposits & Credit	+	2,730.13
Current Balance	=	7,218.19

You can waive the monthly maintenance fee of \$25.00 by maintaining a monthly combined balance of \$35,000 or an average daily balance in your checking account of \$10,000.

Your monthly combined balance used to qualify this statement period is \$7,134
 Your average daily checking balance used to qualify this statement period is: \$7,298

A Professionals First waiver is active on your account so monthly maintenance fees are not currently being assessed.

Your next statement period will end on June 30, 2023.

TRANSACTION DETAILS FOR BUSINESS CHECKING ACCOUNT ENDING [REDACTED]

Debits **			Previous Balance
<i>**May include checks that have been processed electronically by the payee/merchant.</i>			5,464.19
Date	Amount	Description	Total Debits
ATM/Purchases			976.13
05/02	13.95	5810 POS DEBIT - 231075 SRFAX 866-554-0263604- 00 CA	-
05/02	127.95	5810 POS DEBIT - 231075 COSTCO *ANNUAL REN800-774-2678 WA	
05/31	277.75	5810 DBT PURCHASE - 771624 PA ATTORNEY REGIST877-227267 2 PA	
Other Debits			
05/05	550.00	VENMO PAYMENT 230504 1026813090653	
05/05	6.48	GOOGLE APPS_COMME 230505 US003UF407	
Deposits & Credits			Total Deposits & Credits
Date	Amount	Description	+ 2,730.13
05/04	2,730.13	MOBILE DEPOSIT	
Daily Balance			Current Balance
Date	Balance	Date	Balance
05/02	5,322.29	05/05	7,495.94
05/04	8,052.42	05/31	7,218.19
			= 7,218.19

NEWS FROM CITIZENS

Please See Additional Information on Next Page

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Jeremy Spiegel <jeremy.spiegel@gmail.com>

Shannondell List

2 messages

Malik Neal [redacted] >
To: jeremy.spiegel@gmail.com

Sun, Jul 10, 2022 at 2:03 PM

Hi Jeremy,

I'm all finished with the list. See notes below:

The ones highlighted in orange are people in the same group (i.e., receiving a check for the same deceased person).

[Redacted content]

Malik Neal [redacted]
To: jeremy.spiegel@gmail.com

Sun, Jul 10, 2022 at 2:04 PM

Ah, and the time was 10hr and 30 minutes.

Best,
Malik

On Sun, Jul 10, 2022 at 2:03 PM Malik Neal <[redacted]> wrote:

Hi Jeremy,

I'm all finished with the list. See notes below:

The ones highlighted in orange are people in the same group (i.e., receiving a check for the same deceased person).

[Redacted content]