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Attorneys for Plaintiffs

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA, BUTTE DIVISION**

LAWRENCE ANDERSON, as
trustee for the LAWRENCE T.
ANDERSON AND SUZANNE M.
ANDERSON JOINT REVOCABLE
LIVING TRUST, ROBERT AND
NORA ERHART, and TJARDA
CLAGETT,

Plaintiffs,

v.

BOYNE USA, INC., BOYNE
PROPERTIES, INC., and SUMMIT
HOTEL, LLC,

Defendants.

Case No. 2:21-cv-00095-BMM

**DECLARATION OF
J. DEVLAN GEDDES**

I, J. Devlan Geddes, declare as follows:

1. I am one of the attorneys principally responsible for handling this matter.

2. I am personally familiar with the facts set forth in this Declaration. If called as a witness, I could competently testify to the matters stated herein.

3. I along with Ben Alke, Jeffrey Tierney, John Crist, and Henry Tesar are the attorneys for the Plaintiffs and class representatives in this case and for the Class.

4. I am licensed to practice in Montana and Washington, as well as the U.S. District Court for the District of Montana and U.S. Court of Appeals for the Ninth Circuit. I attended Montana State University and law school at the University of Oregon.

5. I have been involved in several class actions including *Montana Land and Mineral Owners Association, Inc., v. Devon Energy Corp*, No. 05-cv-30 (D. Mont.), in which the settlement was approved as fair, reasonable and adequate by the Federal District of Montana and attorneys' fees in the amount of 33.33% were awarded.

6. My partner Jeff Tierney attended Yale University and law school at the University of Wisconsin. He is a member of the Montana

State Bar, in good standing, and the Wisconsin State Bar, currently inactive. He is admitted to practice in various federal courts including the United States District Court for the District of Montana, United States Court of Appeals for the Ninth Circuit, the United States Court of Appeals for the Federal Circuit, and the United States Court of Federal Claims.

7. I am the senior partner and shareholder at Goetz, Geddes & Gardner, P.C. The firm and I are AV rated by Martindale-Hubbel. The firm and its attorneys have prosecuted and defended numerous complex civil, environmental, and constitutional lawsuits. Relevant class action experience includes *McDonald v. Washington* (Mont. 2d Jud. Dist. Ct. 1993) (representing plaintiffs re: claims involving utility billing); *Montana Land and Mineral Owners Association, Inc., v. Devon Energy Corp*, No. 05-cv-30 (D. Mont.) and *S Bar B Ranch v. Omimex Canada Ltd.*, No 10-cv-112 (D. Mont.) (representing plaintiffs re: claims involving calculation of oil and gas royalty payments); *Pinter v. Davidson Companies*, No. CV-09-59 (D. Mont. 2009) (representing defendants re: claims involving data breach/privacy class action); *Town of Davie v. RightNow Technologies, Inc.*, No. DV-11-1032C (Mont. 18th Jud. Dist Ct.) (representing defendants re: claims involving breach of fiduciary duty in a business acquisition); *Byorth et al. v USAA Casualty Ins. CO.*, DV-15-0511 (Mont. 13th Jud. Dist.

Ct.), No. 15-cv-51, 17-cv-153, and 20-cv-76 (D. Mont.) (representing plaintiffs re claims involving insurance bad faith); *Caraballo et al. v. United States of America*, No. 15-cv-223 (Ct. Fed. Cl.); and *Rodriguez, et al. v. United States*, No. 14-cv-1193 (D.P.R.) (representing plaintiffs in a case involving miscalculation of federal employee benefits).

8. I was recently appointed as co-lead counsel in *In Re: Snowflake, Inc. Data Security Breach* Litigation, No. 2:24-md-03126-BMM, Doc. 248 (D. Mont. Nov. 19, 2024).

9. The Goetz firm specializes in commercial disputes and complex multi-party litigation. At present, the firm is made up of eight attorneys, one paralegal, and support staff. Our primary practice areas and fields of expertise significantly overlap with the issues presented in this case. In addition to the above, my firm has litigated hundreds of cases involving complex contract disputes, breach-of-fiduciary duty, consumer protection, commercial fraud, and other relevant topics and practice areas. Some representative cases in which the attorneys from my firm working on this case have been involved include:

- a. *Lane v. Greco* (Montana 14th Jud. Dist. Ct.) (Warner, J.), jury trial involving constructive fraud and partnership dispute;

- b. *Lee v. Steeler, Inc.* (Mont. 20th Jud. Dist. Ct.) (McNeil, J.), jury trial involving breach of contract and fraud;
- c. *Mosely, et al. v. American Express Financial Advisors, Inc.* (Mont. 18th Jud. Dist. Ct.) (John Brown, J), jury trial involving securities fraud;
- d. *Healy, et al. v. St. James Healthcare, et al.* (Mont. 2d Jud. Dist. Ct.) (Dayton, J), jury trial involving antitrust and unlawful restraint of trade;
- e. *Museum of the Rockies, Inc. v. Ameya Preserve, Inc.* (Mont. 18th Jud. Dist Ct.), jury trial involving breach of contract, fraud, and veil-piercing;
- f. *Langel v. Metrocities Mortgage, LLC, et al* (D. Mont.) (Haddon, J.), jury trial involving lender fraud;
- g. *Holloran v. G25 Holdings, LLC, et al* (Mont. 18th Jud. Dist. Ct.) (John Brown, J.), involving breach of contract, misrepresentation, and breach of fiduciary duty;
- h. *Kulko v. Davail, Inc.*, 13-DV-882 (Mont. 1st Jud. Dist. Ct.) (Menahan, J.), breach of contract, fraud and fiduciary duty;

- i. *Pacific Northwest Solar, LLC v. Northwestern Corporation*, CV-16-114-H-BMM (D. Mont.) (Morris, J.), jury trial involving breach of contract.

10. The Goetz firm joined this case at its outset in 2021. Since then, we have diligently and vigorously prosecuted the action in collaboration with the Crist firm by seeking and reviewing written discovery, participating in numerous depositions, engaging in motions practice and briefing, investigating and researching the legality of Defendants' business model and the practices at issue in this case, and otherwise developing and implementing litigation strategy on behalf of the plaintiffs and the class.

11. Along with co-counsel, we have conducted extensive discovery over several years. During and after the motion to dismiss stage, the parties engaged in extensive discovery to prepare for class certification. Prior to certification briefing, the parties exchanged tens of thousands of pages of documents and took over a dozen depositions. Between moving for class certification and the deadline for dispositive motions and motions in limine, the parties conducted many additional depositions (bringing the total to over thirty, including experts), propounded and responded to additional written discovery, and ultimately exchanged over one hundred thousand pages of discovery. Defendants served eleven sets of written

discovery on Plaintiff Anderson, nine sets on Plaintiff Robert Erhart, nine sets on Plaintiff Nora Erhart, and eight sets on Plaintiff Clagett. Plaintiffs served seven sets of written discovery on Defendants. Defendants, themselves, produced over one hundred thousand pages of documents and numerous different spreadsheets, some of which contained tens of thousands of entries. Thousands more were produced by Plaintiffs and by third parties in response to subpoenas. The parties engaged in the meet and confer process on many occasions, had multiple discovery conferences with the Court, and each filed motions to compel.

12. The battle for class certification included three briefs filed by each party and, after the Court granted class certification, a Rule 23(f) petition to the Ninth Circuit.

13. We had to retain at our own expense an expert forensic accountant, Natalya Abdrasilova, to assist us with the interpretation of the data produced by Defendants. Eventually, Ms. Abdrasilova produced a lengthy report summarizing her expected testimony and the basis for it, a rebuttal report in response to Defendants' experts, and a supplemental expert report when Defendants provided updated versions of spreadsheets containing tens of thousands of entries. She was deposed by the Defendants' attorneys in Bozeman.

14. We also retained a property management expert, Carly Tuman, to review Boyne's trust accounting practices. Ms. Tuman produced a lengthy report summarizing her expected testimony, a rebuttal report in response to Defendants' experts, and a supplemental expert report when Montana's regulations for property managers were amended. She was deposed by Defendants' attorneys in Bozeman.

15. Finally, we retained an expert on condominium hotels, Greg Riehle, to review Boyne's rental management practices and the development of the condominium hotels. Mr. Riehle produced a lengthy report summarizing his expected testimony and a rebuttal in response to Defendants' experts. Mr. Riehle was deposed in Tampa, Florida.

16. Defendants disclosed four experts who all produced lengthy expert reports and rebuttal reports. We deposed each of them.

17. Between June and August of 2024, we coordinated with JND Legal Administration to effectuate class notice and process opt-outs consistent with this Court's orders. This included compiling the class list, which was accomplished in part based on 1099s Boyne sent to owners since 2014, consisting of thousands of pages.

18. Class counsel defended against Boyne's motions for summary judgment and decertification and prepared for additional summary

judgment briefing. Between October 2024 and January 2025, the parties filed and argued nine additional motions for summary judgment as well as motions in limine on many issues including expert testimony. The Court's orders narrowed the issues for trial, but many issues remained to be tried.

19. As the March 10, 2025, trial date approached and before the mediation, Class Counsel diligently prepared for a complex trial, including establishing a preliminary exhibit and witness lists, completing deposition designations, drafting jury instructions, and preparing a pretrial order.

20. Around that same time, the parties began discussing the possibility of settlement and engaging in preliminary negotiations in December 2024. Before agreeing on any terms, the parties engaged in formal mediation with Mark B. Helm, a renowned dispute resolution specialist and his colleague Niki Mendoza, with Phillips ADR, one of the leading mediation groups in the United States. After a long, complex, and hard-fought mediation done at arm's length with both sides zealously representing the interest of their clients, the parties reached a binding term sheet that ultimately culminated in the Settlement Agreement.

21. Prior to the mediation, the parties exchanged extensive mediation briefs to support their respective positions and had individual calls with the mediators. Each side entered the mediation well prepared.

The mediation occurred on February 7, 2025 in Bozeman, lasted fifteen hours, and resulted in a signed term sheet memorializing the major points of the agreement. The parties did not discuss the resolution of attorneys' fees and class representative incentive awards until after the relief and other material aspects of the agreement had been agreed to.

22. Since then, the parties have worked diligently to finalize the extensive terms of the Settlement Agreement and exhibits, obtain preliminary approval, and move toward final approval by, inter alia, developing a notice program in consultation with the Settlement Administrator.

23. Following the mediation and over a period of several weeks, the parties continued to negotiate some of the finer points of the settlement, with the culmination being that a Settlement Agreement was signed on February 27, 2025, and filed with the Court that same day.

24. Both sides of attorneys have represented their clients for years of litigation and were aware of the relative strengths and weaknesses of the case. The Settlement Agreement is a byproduct of those strengths and weaknesses.

25. Class Counsel worked vigorously to guarantee that class members would receive as much compensation as possible, that the class

members would receive as much prospective relief as possible, that there would be no preferential treatment among class members, and that class members would receive the best practicable notice of the Settlement Agreement.

26. This case was undertaken on a contingency fee basis. The customary fee in Montana for a contingency case is one-third if settlement occurs more than thirty days before trial. If settlement occurs after that but before an appeal, like in this case, the customary fee in Montana is forty percent.

27. Based on my experience and knowledge of claim rates in class actions, it is my opinion that a one-third fee award is reasonable. In Class Counsel's estimation, class members will receive an extraordinary result and fare better than an individual action, even with the 33.33% fee award considered. Stated differently, we have estimated that even with the 33.33% fee awarded, class members would net a larger amount from this settlement than they would have in an individual case.

28. We are incredibly proud of this settlement and firmly believe it is the best outcome for the classes.

29. We all believe that this is a great settlement, one of the best that we have ever been involved with or even know of, and one that will

provide past and current owners with substantial benefits—more than they could expect to receive if they prosecuted these claims on an individual basis.

30. For over three years, Class Counsel has litigated this case on a contingency fee basis without a guarantee of success and fronted hundreds of thousands of dollars in costs. Class Counsel is comprised of two small Montana law firms. Class Counsel has spent thousands of hours prosecuting this case. Class Counsel performed all that work on a contingency fee basis, against a well-funded organization represented by two much larger law firms. Given the complexity of this case, Class Counsel took considerable risk in doing so.

31. While Class Counsel believe the class's claims are meritorious and that they would succeed at trial, we recognize that liability and damages issues—and the outcome of any appeals that would likely follow if the Class were successful at trial—present substantial risks and delays for Class member recovery.

32. The Settlement Agreement calls Defendants to pay \$18,799,417.50 to the Rule 23(b)(3) class (the “Rule 23(b)(3) class Settlement Fund”). If approved, the Settlement Agreement will fairly

compensate the Rule 23(b)(3) class when taking into consideration the unique legal issues in this case and uncertainties of trial and appeal.

33. After notice and opt-out, Plaintiffs' forensic accountant recalculated the class's potential damages by removing opt-outs and Boyne owned units:

Description - Combined	Total	Opt-Outs	Net
Management Fees	\$61,996,990	(\$2,768,708)	\$59,228,282
Resort fee revenues	\$10,692,786	(\$486,921)	\$10,205,865
Package breakfast revenues	\$13,590,464	(\$728,651)	\$12,861,813

Doc. 367-1, p. 5.

Boyne subsequently produced point of sale data for October–December 2023 and all of 2024 and owner side accounting data starting June 19, 2024, which Plaintiffs' forensic accountant did not have when she made the above calculations. After preliminary approval, Plaintiffs calculated the totals for the additional Management Fees, Resort fee revenues, and Package breakfast revenues for those periods, removing opt-outs:

Description - Combined	Total
Management Fees	\$ 2,381,364
Resort fee revenues	\$ 1,731,942
Package Breakfast revenues	\$ 563,393

Therefore, the totals for the class's actual damages (half of resort and breakfast fees) and total maximum damages (all resort and breakfast fees plus the entire management fee) are:

- Actual damages: **\$12,681,506**
- Total maximum damages: **\$86,972,658**

Accordingly, the \$18,799,417.50 Rule 23(b)(3) Settlement Fund equals **148.2%** of the actual damages and **21.6%** of the total maximum damages.

34. The roughly \$18.8 million settlement of the Rule 23(b)(3) claims equals an estimated average settlement of \$54,000 per Rule 23(b)(3) class member, before fees and costs (\$18,799,417.50/348 Rule 23(b)(3) class members). Based on Plaintiffs' calculations, Defendants will pay about 1.5 times Plaintiffs' estimate of the class members' actual damages—what Plaintiffs contend Boyne should have shared with class members when it charged resort and breakfast fees since 2012. Even considering the potential for disgorgement damages—the availability of which Defendants dispute and the Court reserved for trial—the Rule 23(b)(3) settlement amounts to around 22% of the class's *less likely* estimated maximum damages.

35. In addition to the Rule 23(b)(3) Settlement Fund, Defendants will provide an additional \$6,200,582.50 in CAPEX contributions to the homeowners' associations, which will be distributed to the associations per capita based on the number of units and directly benefit current owners. If the Settlement Agreement is approved, the current unit owners will, among other things, have the ability to select a rental manager of their choosing, have the ability to amend the Condo-Hotel declarations without Boyne having the right to veto, and will receive millions in contributions to their HOAs from Boyne over the next two years that will directly benefit current unit owners.

36. None of the Rule 23(b)(3) Settlement Fund will revert to Defendants. If, after 180 days, a Rule 23(b)(3) class member does not cash their settlement check, the remainder will be distributed as additional capex contributions to the Condo-Hotel HOAs.

37. While Class Counsel remains confident in Plaintiffs' positions, and remained ready and eager to try the case, there was no guarantee of success and certainly no guarantee of a judgment equaling the benefits provided by the Settlement Agreement. Any win at trial would have been subject to another appeal.

38. Attached hereto as Exhibit A to this affidavit is the compilation of litigation costs and expenses incurred by my law firm for between 2022 and April 18, 2025. They total \$193,362.26. These costs were incurred while prosecuting this case for over three years. They directly benefited the class in this complex case and are the type that would have been charged to a paying client in a non-contingency case. There may be some additional costs incurred from this date forward, through the final approval hearing and beyond. I believe these litigation costs and expenses are reasonable and necessary in the prosecution of this class action case.

39. Class Counsel hired JND Legal Administration (“JND”) as the settlement administrator. Class Counsel carefully considered JND’s bid, considering not only the estimated costs, but also the personnel and staffing and amount of experience with class actions of this size and nature. Class Counsel, along with Defendants’ counsel, determined that JND was best-suited.

40. JND will be responsible for administering various aspects of the Settlement Agreement, including but not limited to effectuating notice, establishing and maintaining an escrow account, issuing checks to class members, and paying Court-approved attorneys’ fees and administrative costs. JND estimates that administration costs will be around \$40,000,

which includes a case specific website and the preparation of tax documents for the class members

41. I believe these estimated fees are reasonable and that JND, which served as the administrator for class notice, is in the best position to administer the class notice in a costly, efficient, and accurate manner.

42. Additionally, Class Counsel hired Natalya Abdrasilova to assist in calculating the payments to be made to class members from the Rule 23(b)(3) Settlement Fund. Ms. Abdrasilova, a CPA and forensic accountant, worked as Plaintiffs' retained expert in this case. She now has substantial experience working with Defendants' accounting documents and will be able to calculate totals for resort and breakfast fees charged for rentals in each class member's unit over the class period and their corresponding percentage of the Rule 23(b)(3) Settlement Fund (their individual "decimals") to ensure each Rule 23(b)(3) class member is getting as fair and accurate of a payment as possible.

43. Ms. Abdrasilova's future fees are estimated at \$15,000. I believe these estimated fees are reasonable and that Ms. Abdrasilova, who served as an expert witness, is in the best position to calculate payments in a costly, efficient, and accurate manner

44. The four class representatives were each deposed twice (the first requiring travel to Bozeman), reviewed both deposition transcripts, helped respond to at least eight sets of written discovery each (and helped supplement when necessary), located documents in their possession, reviewed e-discovery, participated in regular calls with counsel, participated in a fifteen-hour mediation, and provided feedback on the settlement terms and exhibits. Not only did the class representatives expend their time and effort, doing so put them at financial risk. Boyne twice tried to remove the class representatives from the rental management program, which would have effectively stopped them from renting and earning money from their units. The class representatives selflessly agreed to take this risk so that all class members could benefit.

45. Plaintiffs propose the following be paid from the Rule 23(b)(3) Settlement Fund:

- a. *Settlement Administration Costs.* JND estimates that its costs will be approximately \$40,000. This estimate includes certain assumptions regarding the nature and work involved in the administration of the settlement. Class Counsel will review the bills of JND and ensure they are only paid for the reasonable costs of the work performed. Ms. Abdrasilova estimates her

costs to calculate the class member decimals will be approximately \$15,000. Class Counsel will review the bills of Ms. Abdrasilova and ensure they are only paid for the reasonable costs of the work performed.

- b. *Incentive Awards.* Subject to the Court's approval, Plaintiffs are applying for incentive awards in the amount of \$10,000 for each of the four named Plaintiffs. Each spent considerable time responding to interrogatories, searching for documents, and otherwise assisting counsel during the over three years of litigation. Each prepared for and sat for two depositions. They also incurred the very real risk of backlash from Defendants that could have resulted from bringing this case.
- c. *Attorneys' Fees.* Subject to the Court's approval, Plaintiffs are requesting 33% of the Rule 23(b)(3) Settlement Fund in attorneys' fees.
- d. *Litigation Costs Incurred by Counsel.* Class Counsel has also incurred significant costs while prosecuting this case. Those costs include court reporting costs for dozens of depositions, expert witness costs, mediation costs, distribution of two prior notices to class members, and other reimbursable costs. Costs

continue to grow slightly and will increase when Ms.

Abdrasilova calculates each class member's share of the Rule 23(b)(3) Settlement Fund. Class Counsel will only seek reimbursement for costs that are or will be incurred in connection with the prosecution of this action.

46. Plaintiffs propose the following to be paid from the Rule 23(b)(2) Capex Contributions:

- a. *Attorneys' fees.* Subject to the Court's approval, Plaintiffs are requesting 33% of the Rule 23(b)(2) capex contributions in attorneys' fees.

47. Class Counsel have a highly favorable view of the Settlement Agreement and believe it merits the Court's approval. That opinion is premised on many considerations:

- a. The significant monetary benefit to the Rule 23(b)(3) class members, which amounts to nearly 150% of the resort and breakfast fees charged to guests in their units—i.e., exceeds the class members' actual damages at issue that a jury could have awarded in this case.
- b. The significant monetary and non-monetary benefit to the Rule 23(b)(2) class members. As part of the Settlement Agreement,

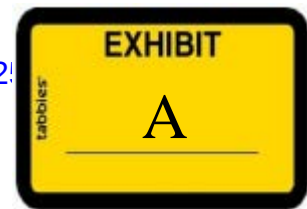
the unit owners will gain control of the rental of their units and Boyne will contribute meaningful monetary sums to benefit unit owners' units and the future relationship between owners and Boyne.

- c. The settlement avoids uncertainty of a complex and lengthy trial, and avoids the likelihood of a long appeal.
- d. Class Counsel knows very well the strengths and weaknesses of Plaintiffs' claims and Defendants' defenses. Taking those strengths and weaknesses into account, Class Counsel—without any hesitation—believes the Settlement Agreement to be fair and reasonable for all class members.

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

Executed on April 18, 2025, in Bozeman, Montana.

By: /s/ J. Devlan Geddes
J. Devlan Geddes



Advances	Trans Date	Amount	
	02/01/2022	5.90	Scans & Copies - January 2022
	02/01/2022	13.78	Westlaw, Online Research - January 2022
	03/01/2022	4.20	Scans & Copies - February 2022
	03/02/2022	341.31	Westlaw, Online Research - February 2022
	04/04/2022	15.37	Westlaw, Online Research - March 2022
	05/03/2022	13.00	Scan & Copies - April 2022
	05/03/2022	867.92	Westlaw, Online Research - April 2022
	06/01/2022	18.40	Scans & Copies - May 2022
	06/06/2022	203.84	Westlaw, Online Research - May 2022
	09/01/2022	3.20	Scans & Copies - August 2022
	10/04/2022	73.31	Westlaw, Online Research - September 2022
	11/02/2022	100.12	Scans & Copies - October 2022
	11/03/2022	139.76	Logik Systems, Inc. - October usage
	12/02/2022	1.00	Scans & Copies - November 2022
	12/02/2022	465.79	Logikull - November storage
	12/15/2022	72.50	Madeleine Feher - Witness & Mileage Fee
	12/15/2022	30.97	Westlaw, Online Research - November 2022
	12/19/2022	330.00	Mckiel Holdings Limited - Downloading Anderson email
			11/11/2022
	01/04/2023	949.47	Scans & Copies - December 2022
	01/04/2023	479.05	Logikcull - December 2022 Storage
	01/04/2023	607.15	Online Research - December 2022
	01/09/2023	60.00	GN Account Services, Inc. - Served Kelly Stanton , authorized to accept on behalf of Eide Bailly, LLP Boyne USA, Inc., et al.
	01/31/2023	56.33	Travel - Mileage - HJT 1/4/23
	02/01/2023	950.50	Scans & Copies - January 2023
	02/01/2023	484.53	Logikcull - January 2023 Storage
	02/02/2023	106.53	Online Legal Research - January 2023
	02/24/2023	244.55	Megan E. Strawn, Federal Official Court Reporter - Transcript of the motion hearing held on January 12, 2023
	03/01/2023	479.05	Logikcull - February storage 2023
	03/02/2023	82.37	Online Research - February 2023
	04/03/2023	32.60	Scans & Copies - March 2023
	04/05/2023	479.05	Logikcull - March 2023 Storage usage
	04/14/2023	6.40	Public Access to Court Electronic Reports - 01/01/2023 - 03/31/2023
	04/27/2023	384.00	Cheryl Romsa Court Reporting - Deposition of Christine Schrage 4/19/23
	05/01/2023	31.60	Scans & Copies - April 2023
	05/03/2023	479.05	Logikcull - April 2023, Storage usage
	05/04/2023	607.13	Online Research - April 2023
	05/04/2023	48.41	Online Research - March 2023
	05/17/2023	375.00	Charles Fisher court Reporting, Inc. - Sync Video of Barb Rooney 30(b)(6) deposition 3/31/2023
	05/18/2023	102.00	Travel - Meals 5/18/23
	06/05/2023	479.05	Logikcull - May 2023, Storage usage
	06/05/2023	608.78	Online Research, May 2023

	<u>Trans Date</u>	<u>Amount</u>	
Advances			
	06/05/2023	14.00	Postage - May 2023
	06/05/2023	666.01	Scans & Copies - May 2023
	07/06/2023	479.05	Logikcull - June 2023 storage usage
	07/06/2023	13.60	Scans & Copies - June 2023
	07/06/2023	381.72	Online Research - June 2023
	07/07/2023	186.15	Yvette Heinze, Official US Court Reporter - 5/19/22 Transcript
	07/07/2023	36.00	Yvette Heinze, Official US Court Reporter - 1/24/23 Transcript
	07/07/2023	261.90	Yvette Heinze, Official US Court Reporter - 5/18/23 Motion Hearing
	07/10/2023	48.60	PACER - Electronic Court Records 04/01/2023 to 06/30/2023
	08/01/2023	479.05	Logikcull - July 2023 storage usage
	08/01/2023	56.60	Scans & Copies - July 2023
	08/03/2023	428.29	Online Research - July 2023
	08/30/2023	2.00	Montana Secretary of State - Document request
	08/30/2023	378.87	Travel - Lodging - JJT, Seattle 9/12/23
	08/30/2023	528.00	Travel - Alaska Airlines - JJT Seattle 9/12/23
	09/01/2023	479.05	Logikcull - August 2023 storage usage
	09/01/2023	47.15	Scans & Copies - August 2023
	09/01/2023	268.49	LexisNexis, Online Research - August 2023
	09/20/2023	2,000.00	Law Office of Gregory R. Riehle, PLLC - Expert Retainer
	10/02/2023	1,385.28	Logikcull - September 2023 storage usage
	10/02/2023	364.64	LexisNexis - Online Research, September 2023
	10/03/2023	196.51	Scans & Copies - September 2023
	10/04/2023	88.50	Meals - Work lunch with expert 10/3/23
	10/04/2023	92.40	Meals - Work lunch with expert 10/4/23
	10/09/2023	134.00	Secretary of State - Document request
	10/11/2023	187.40	Public Access to Court Electronic Records - 7/01/23 to 9/30/23
	10/13/2023	4.00	MT Secretary of State - Business Entity Report Fees
	10/18/2023	2,123.63	Law Office of Gregory R. Riehle, PLLC - Expert Fees
	11/01/2023	1,440.33	Logikcull - October Usage
	11/06/2023	369.29	LexisNexis - October Online Research
	11/06/2023	84.20	Scans & Copies - October 2023
	11/07/2023	65.00	Valley Process Service - Served Subpoena to Jason Martel 10/31/23
	11/07/2023	130.00	Valley Process Service - Served Subpoena to Martha Johnson 11/1/23
	11/07/2023	85.00	Valley Process Service - Served Subpoena to Chris Kraus 11/2/23
	11/14/2023	12,910.75	Law Office of Gregory R. Riehle, PLLC - Expert Fees
	11/29/2023	95.00	Valley Process Service - Served Acra Samuels 11/16/23
	11/29/2023	230.00	Valley Process Service - Served Suzanne Schreiner 11/16/23
	12/05/2023	8.30	Postage - November 2023

	<u>Trans Date</u>	<u>Amount</u>	
Advances			
	12/06/2023	18.65	Scans & Copies - November 2023
	12/06/2023	1,444.30	Logikcull Systems, Inc. - November usage
	12/06/2023	311.90	LexisNexis - Online Research, November 2023
	01/02/2024	1,456.37	Logik Systems, Inc. - December usage
	01/04/2024	91.15	Scans & Copies - December 2023
	01/04/2024	810.47	Online Research - December 2023
	01/11/2024	816.40	Bridger Court Reporters Inc. - Chris Torsleff 30(b)(6) Deposition
	01/11/2024	37.10	Bridger Court Reporters Inc. - Scanned Exhibits 246-278 for Chris Torsleff 30(b)(6) deposition
	01/12/2024	42.50	Public Access to Court Electronic Reports - 01/01/2023 - 03/31/2023
	02/07/2024	84.60	Scans & Copies - January 2024
	02/07/2024	1,510.52	Logikcull - January storage usage 2024
	02/07/2024	874.56	Lexis Nexis - Online Research, January 2024
	02/14/2024	798.20	Bridger Court Reporters Inc. - Dustin Colter 30(b)(6) deposition
	02/14/2024	32.20	Bridger Court Reporters Inc. - Scanned Exhibits 279-305 for Dustin Colter 30(b)(6) deposition
	03/01/2024	1,510.52	Logikcull - February storage usage 2024
	03/01/2024	290.35	LexisNexis - Online Research, February 2024
	04/02/2024	112.85	LexisNexis, Online Research - March 2024
	04/02/2024	1,520.52	Logikcull - March storage usage 2024
	04/03/2024	100.40	Scans & Copies - March 2024
	04/09/2024	1,121.00	Law Office of Gregory R. Riehle, PLLC - Expert Fees, October 21, 2023 through January 31, 2024
	05/01/2024	182.17	LexisNexis, Online Research - April 2024
	05/02/2024	1,526.21	Logikcull - April storage usage 2024
	05/03/2024	121.84	Scans & Copies - April 2024
	05/30/2024	12,895.38	Boyle Deveny & Meyer - Expert Fees
	06/03/2024	16.70	Scans & Copies - May 2024
	06/03/2024	1,530.86	Logikcull - May storage usage 2024
	06/05/2024	157.80	LexisNexis, Online Research - May 2024
	07/02/2024	1,539.87	Logikcull - June storage usage 2024
	07/02/2024	299.80	LexisNexis, Online Research - June 2024
	07/02/2024	106.42	Scans & Copies - June 2024
	07/16/2024	75.58	Meals - 7/16/2024
	07/30/2024	39.60	Scans & Copies - July 2024
	08/01/2024	1,539.97	Logikcull - July storage usage 2024
	08/02/2024	243.16	Lexis Nexis - Online Research, July 2024
	08/15/2024	1,348.10	Charles Fisher Court Reporting Inc. - Deposition-Original & 1 Copy, Courtney Jones 6/21/24
	08/15/2024	850.00	Charles Fisher Court Reporting Inc. - Video Production, Courtney Jones depo 6/21/24
	08/15/2024	19,742.87	Gregory R. Riehle, PLLC - 1/2 of invoice #3: January 31, 2024 - August 8, 2024
	09/03/2024	898.87	LexisNexis - August Online Research
	09/03/2024	1,671.39	Logikcull - August storage usage 2024
	09/04/2024	86.20	Scans & Copies - August 2024

	<u>Trans Date</u>	<u>Amount</u>	
Advances			
	09/13/2024	142.50	iDoc Market - Copies
	09/27/2024	71.80	Scans & Copies - September 2024
	10/02/2024	1,671.39	Logikcull - September storage usage 2024
	10/02/2024	1,537.47	Lexis Nexis - Online Research, September 2024
	10/02/2024	4,219.32	Class Action Administration - 1/2 invoice payment
	10/07/2024	15.52	iCounty.Org Document Search
	10/07/2024	35.28	Grand County, Clerk and Recorder - Document Requests 10/7/24
	10/07/2024	3.83	Eagle County, Recorder - Document Request 10/7/24
	10/07/2024	6.90	Eagle County, Recorder - Document Request 10/7/24
	10/16/2024	21.99	iCounty.org - Copies 10/7/2024
	10/16/2024	6.90	Eagle County, Recorder - Records request
	10/18/2024	50.38	Travel - Meals - HJT, Butte 10/17/2024
	10/25/2024	996.41	Class Action Administration LLC - Project Management and Data Storage (September 1-30, 2024)
	10/25/2024	33.00	Public Access To Court Electronic Records - 7/01/2024 to 9/30/2024
	10/29/2024	86.60	Scans & Copies - October 2024
	10/30/2024	5.00	iDoc Market - Document Research
	10/31/2024	122.50	iDoc Market - Document Request
	11/01/2024	820.83	Lexis Nexis - Online Research - October 2024
	11/05/2024	1,685.36	Logikcull - October 2024 storage usage
	11/08/2024	806.95	Travel - United Airlines - HJT, Tampa, FL
	11/08/2024	762.25	Travel - Lodging - HJT, Tampa, FL
	11/13/2024	20,734.15	Gregory R. Riehle, PLLC - 1/2 payment on expert fees August 9th - November 4th 2024
	11/25/2024	4,078.13	Latitude Management & Consulting - 1/2 of Expert Fees
	11/25/2024	24.83	Travel - Meals - HJT, Tampa FL 11/14/24
	11/25/2024	3.51	Travel - Meals - HJT, 11/13/24
	11/25/2024	24.33	Travel - Meals - HJT 11/15/24
	11/25/2024	14.88	Travel - Meals - HJT 11/13/24
	11/25/2024	28.69	Travel - UBER - HJT 11/13/24
	11/25/2024	32.89	Travel - Meals - HJT 11/13/24
	11/25/2024	16.90	Travel - UBER - HJT, 11/14/24
	11/25/2024	18.91	Travel - UBER - HJT 11/14/24
	11/25/2024	52.14	Travel - Meals - HJT 11/14/24
	11/25/2024	21.79	Travel - UBER - HJT 11/15/24
	12/04/2024	1,671.39	Logikcull - November 2024 storage usage
	12/04/2024	410.61	Lexis Nexis - November online research
	12/04/2024	332.66	Class Action Administration - October 2024
	12/05/2024	298.24	Scans & Copies - November 2024
	12/05/2024	2,049.25	Trustpoint Court Reporting, LLC - Certified copy of transcript of: Gregory Riehle
	12/11/2024	1,128.10	Bridger Court Reporters, Inc. - Bradley Mirkin
	12/12/2024	898.65	Bridger Court Reporters Inc. - Deposition of Jan Lampe
	12/16/2024	132.66	Travel - Mileage - JJT, Helena 12/16/2024
	01/07/2025	510.41	Scans & Copies - December 2024
	01/07/2025	1,671.25	Logikcull - December storage usage 2024

	<u>Trans Date</u>	<u>Amount</u>	
Advances			
	01/07/2025	2,071.58	Lexis Nexis, Online Research - December 2024
	01/07/2025	441.13	Bridger Court Reporters Inc. - 1/2 Depo of Carly Tuman
	01/07/2025	597.13	Bridger Court Reporters Inc - 1/2 of Sander Fogg and Yann Benjamin Depos
	01/07/2025	544.88	Bridger Court Reporters Inc. - 1/2 Murray Morgan Depo
	01/07/2025	1,417.60	Bridger Court Reporters Inc - 1/2 Chris Kraus depo
	01/07/2025	453.95	Bridger Court Reporters Inc - 1/2 Martha Johnson depo
	01/07/2025	505.98	Bridger Court Reporters Inc - 1/2 Lance Wallin depo
	01/07/2025	859.25	Bridger Court Reporters Inc - 1/2 of Troy Nedved and Michelle Frederick depos
	01/14/2025	7,239.10	Gregory R. Riehle, PLLC - Expert Fees, 1/2 of Invoice #6
	01/21/2025	138.60	Travel - Mileage - JJT, Helena 1/16/25
	01/21/2025	17,513.89	Boyle Deveny Meyer - 1/2 of invoice #120098, Expert Fees
	01/29/2025	459.35	Scans & Copies - January 2025
	02/04/2025	1,834.79	LexisNexis - Online Research, January 2025
	02/04/2025	1,671.39	Logikcull - January storage usage 2025
	02/10/2025	150.00	Silver Star Company - Airbnb
	02/19/2025	218.38	FedEx - To Mark Helm, Phillips ADR Enterprises 1/28/25
	02/19/2025	4,889.16	Latitude Management & Consulting - Expert Fees
	02/26/2025	1,053.52	Scans & Copies - February 2025
	02/27/2025	137.54	Travel - Mileage - JJT, Helena 2/27/25
	02/27/2025	83.48	Travel - Meals - Helena 1/16/25
	03/03/2025	608.19	LexisNexis, Online Research - February 2025
	03/03/2025	1,671.39	Logikcull - February 2025 storage usage
	03/11/2025	3,232.00	Riehle Hospitality Consulting - Expert Fees
	03/12/2025	1,346.10	Bridger Court Reporters Inc. - Deposition of Mike Tobiason
	03/12/2025	960.85	Bridger Court Reporters Inc. - Deposition of Natalya Abdrasilova
	04/03/2025	86.00	Scans & Copies - March 2025
	04/03/2025	404.75	LexisNexis - Online Research, March 2025
	04/15/2025	9.48	Copies - April 2025
	04/15/2025	2.17	LexisNexis - Online Research, April 2025
	04/15/2025	65.00	Public Access To Court Electronic Records - 01/01/2025 - 03/31/2025
Total for Advances	Billable	193,362.26	
GRAND TOTALS			
	Billable	193,362.26	