Tina Wolfson, CSB No. 174806	
twolfson@ahdootwolfson.com	
Telephone: (310) 474-9111	
Facsimile: (310) 474-8585	
Cornelius P. Dukelow (nro hac vice)	
320 South Boston Avenue, Suite 1130	
Tulsa, Oklahoma 74103	
Telephone & Facsimile: (918) 588-3400	
Keith S. Duhanevich (nro hac vica)	
STOLL STOLL REDNE LOKTING &	
4 SHLACHTER P.C.	
5 209 S.W. Oak Street, Suite 500	
Portland, Oregon 97204	
Facsimile: (503) 227-6840	
Class Counsal	
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9 UNITED STATES DISTRICT COURT	
 PHILIP ALVAREZ RANDALI	Case No. 2:18-cv-08605-JVS-SS
	Case 110. 2.16-ev-00003-3 v 5-55
	DECLARATION OF MARC
	KELLEHER IN SUPPORT OF
_	MOTION FOR ATTORNEYS'
Plaintiffs,	FEES AND EXPENSES AND FOR
V.	SERVICE PAYMENTS
SIRIUS XM RADIO INC.,	
D.C. 1 (
Defendant.	
	twolfson@ahdootwolfson.com Robert Ahdoot, CSB No. 172098 rahdoot@ahdootwolfson.com Theodore W. Maya, CSB No. 223242 tmaya@ahdootwolfson.com Bradley K. King, CSB No. 274399 bking@ahdootwolfson.com AHDOOT & WOLFSON, PC 2600 West Olive Avenue, Suite 500 Burbank, CA 91505 Telephone: (310) 474-9111 Facsimile: (310) 474-8585 Cornelius P. Dukelow (pro hac vice) cdukelow@abingtonlaw.com ABINGTON COLE + ELLERY 320 South Boston Avenue, Suite 1130 Tulsa, Oklahoma 74103 Telephone & Facsimile: (918) 588-3400 Keith S. Dubanevich (pro hac vice) kdubanevich@stollberne.com STOLL STOLL BERNE LOKTING & SHLACHTER P.C. 209 S.W. Oak Street, Suite 500 Portland, Oregon 97204 Telephone: (503) 227-1600 Facsimile: (503) 227-6840 Class Counsel UNITED STATES CENTRAL DISTRIC SOUTHER PHILIP ALVAREZ, RANDALL BETTISON, MARC KELLEHER, and DARLENE VAUGH, individually and on behalf of all others similarly situated, Plaintiffs, V.

- 1. I submit this declaration in support of Plaintiffs' Motion for Attorneys' Fees and Expenses and for Service Payments in the matter of *Alvarez v. Sirius XM Radio Inc.*, Case No. 2:18-cv-08605-JVS-SS (C.D. Cal.). The matters stated herein are true of my own knowledge or, where indicated, I am informed and believe that they are true. If called upon as a witness, I could and would competently testify as follows.
- 2. I am a competent adult over the age of eighteen years of age and a resident of New Jersey.
- 3. I am one of the named Plaintiffs in the above-captioned case and was provisionally designated by the Court as a Settlement class representative.
- 4. I retained attorneys experienced in consumer class action litigation to represent me in this matter. At the outset, I was informed of and understood my duties as a class representative, and believe that I have fulfilled these duties.
- 5. I have actively participated in this litigation, including by discussing my experience with purchasing a lifetime subscription from Sirius XM, searching for and gathering relevant documents in my possession, and making myself available to my attorneys to assist them with whatever they needed related to the lawsuit. I stayed informed about major developments in this action and communicated with my attorneys through phone calls and e-mails throughout the pendency of this action. I reviewed the complaint filed in this action on my behalf before it was filed, the proposed Settlement Agreement, and other pleadings prepared by my attorneys.
- 6. After reviewing the Settlement Agreement and its exhibits, my attorneys and I went over the core terms of the Settlement and they answered all of my questions. I conducted a final review of the Settlement Agreement, understood and fully ageed to the terms of the proposed Settlement and later on signed it.
- 7. I estimate that I spent approximately 12 hours performing my duties as a class representative in this case. I believe this to be a conservative estimate.

- 8. I approve and support the Settlement because I believe that it is fair, reasonable, and in the best interests of the Class. I have no conflict with the Class and pursued this litigation so that I would help others who similarly purchased a lifetime subscription from Sirius XM.
- 9. As of June 5, 2020, the lifetime subscription I purchased from Sirius XM is no longer associated with a Device that was activated to receive Sirius XM's satellite delivered radio service. My lifetime subscription is therefore an Inactive Lifetime Subscription as this term is defined in the Settlement Agreement.
- 10. While I did not undertake any direct financial risks in pursuing this action, I understood that, by stepping forward as a named plaintiff in this case, I was taking certain risks, and that it was likely to generate some publicity and be associated with my name in the future. I also was aware that stepping forward as a plaintiff in this lawsuit may have a negative impact on certain aspects of my life. Despite these risks, I decided to pursue this case because I felt it was more important to vindicate the rights of hundreds of thousands of consumers who similarly purchased a lifetime subscription from Sirius XM.
- 11. I believe that a \$5,000 Service Payment as permitted by the Settlement Agreement and requested in Plaintiffs' Motion for Attorneys' Fees and Expenses and for Service Payments is fair compensation for my work on this case in securing relief for hundreds of thousands of consumers.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed this $\frac{14}{10}$ th day of November 2020.

marc kelleher

Marc Kelleher