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*Attorneys for Plaintiff*  
**MAURY BLACKMAN**

ELECTRONICALLY  
**FILED**

*Superior Court of California,  
County of San Francisco*

**07/16/2025**  
**Clerk of the Court**

BY: BOWMAN LIU

Deputy Clerk

**SUPERIOR COURT OF STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
CIVIL UNLIMITED JURISDICTION**

MAURY BLACKMAN, an individual,

*Plaintiff,*

v.

SUBSTACK, INC., a Delaware  
Corporation; AMAZON WEB SERVICES,  
INC., a Delaware corporation; JACK  
POULSON, an individual; TECH  
INQUIRY, INC., a Delaware corporation;  
DOES 1-25, inclusive,

*Defendants.*

**Case No.: CGC-24-618681**

**DECLARATION OF AMI SANGHVI IN  
SUPPORT OF PLAINTIFF'S OPPOSITION  
TO DEFENDANTS POULSON, SUBSTACK,  
INC., AND TECH INQUIRY MOTION TO  
RECOVER FEES AND COSTS**

**[C.C.P. 425.16(c)]**

**Date: July 29, 2025**

**Time: 9:00 AM**

**Dept.: 301**

**Judge: Hon. Christine Van Aken**

I, Ami Sanghvi, declare:

1. I am an attorney admitted to practice before all the courts of the State of California, including this Court. Additionally, I am a member of the of the law firm of The Marek Law Firm, Inc. and am counsel of record for Plaintiff Maury Blackman in the above-captioned action. I submit this declaration in support of Plaintiff's Opposition to Defendants' Motion for Attorneys' Fees and Costs. The following facts are true of my own personal knowledge, and if called and sworn as a witness, I could competently testify to them.

**Procedural History**

2. On October 3, 2024, Plaintiff Maury Blackman filed a complaint as a John Doe Plaintiff in SF Superior Court against Defendants Amazon Web Services, Substack, Inc., Tech Inquiry, and Jack

1 Poulson alleging 15 causes of action against all four Defendants stemming from the possession and  
2 publication of a report and information contained within it of Blackman’s arrest (“Sealed Report”)  
3 that did not lead to conviction almost 20 months after it had been sealed by a court order by the  
4 Honorable Carolyn Gold (“Sealing Order”) pursuant to Penal Code §851.91.

5 3. On November 12, 2024, Plaintiff filed an *ex parte* TRO seeking an order prohibiting  
6 Defendants from their ongoing possession and public dissemination of the Sealed Report.

7 4. On November 13, 2024, Defendants AWS, Substack, and Poulson/Tech Inquiry filed  
8 oppositions to Plaintiff’s TRO. Defendants argued, among other things, that *Bartnicki v. Vopper*, 532  
9 U.S. 514 (2001) permitted Poulson and the other defendants to possess and disseminate the Sealed  
10 Report pursuant to their First Amendment rights.

11 5. At the TRO hearing on November 13, 2024, the judge instructed Plaintiff to file a Motion to  
12 proceed pseudonymously (“Doe Motion”), which Plaintiff filed *the next day* on November 14, 2024.

13 6. On November 27, 2024, Defendants filed a joint opposition to Plaintiff’s Doe Motion in one  
14 brief. In connection with their joint opposition, Defendants jointly filed a joint Motion to Seal dated  
15 November 27, 2024, which sought permission to publicly file the sealed arrest report and other  
16 documents containing information from the sealed arrest report.

17 7. Defendants Substack and Poulson filed their anti-SLAPP Motions on December 6, 2024, and  
18 Defendant Tech Inquiry filed its anti-SLAPP motion on December 9, 2024.

19 8. The Defendants each submitted various documents in support of these anti-SLAPP motions,  
20 all of which sought to undo Judge Gold’s Sealing Order and allow each Defendant to publicly file the  
21 Sealed Report and information contained in it.

22 9. On December 16, 2024, Plaintiff filed a motion to seal, which was a consolidated opposition  
23 to Defendants’ multiple, but nearly identical, motions seeking permission to publicly file the Sealed  
24 Report and information contained in it.

25 10. On December 20, 2024, Tech Inquiry and Poulson jointly opposed Plaintiff’s motion to seal.

26 11. By order dated January 7, 2025 the court granted Plaintiff’s Motion to Seal. Attached hereto  
27 as Exhibit 1 is a true and correct copy of the order granting Plaintiff’s Motion to Seal.  
28

1 12. This court issued one decision granting Defendants' Special Motions to Strike on February  
2 14, 2025.

3 **Attorney Fees Calculations**

4 13. I exported the billing records that Defendant Substack submitted at Exhibit J attached to the  
5 Declaration of Joshua Baskin in Support of Defendants' Motion for Attorney's Fees and Costs dated  
6 April 24, 2025 to a spreadsheet where I assigned each entry one of the following categories: (a) Pre-  
7 Case filing; (b) Case Management; (c) Answer; (d) TRO; (e) Doe; (f) Motion to Seal "MTS"; (g)  
8 Unrelated; (h) anti-SLAPP; (i) Fees. These categories allowed me to filter the entries and calculate  
9 the number of hours spent on each task. A true and correct PDF copy of my work is attached herein  
10 as Exhibit 2.

11 14. I filtered the spreadsheet for entries marked with "Pre-Case Filing" to calculate that Defendant  
12 Substack seeks compensation for 12.2 hours (\$7,417.37 ) for matters before Plaintiff filed his action.  
13 A true and correct PDF copy of those is attached herein as Exhibit 3.

14 15. I filtered the spreadsheet for entries marked with "Case Management" to calculate that  
15 Defendant Substack seeks compensation for 45.3 hours (\$39,616.55) for matters related to  
16 coordination and case management. A true and correct PDF copy of my work is attached herein as  
17 Exhibit 4.

18 16. I filtered the spreadsheet for entries marked with "Answer" to calculate that Defendant  
19 Substack seeks compensation for 33.5 hours (\$24,249.70) for matters related to the Answer;  
20 Demurrer; and CMC. A true and correct PDF copy of my work is attached herein as Exhibit 5.

21 17. I filtered the spreadsheet for entries marked with "Doe" to calculate that Defendant Substack  
22 seeks compensation for 103.4 hours (\$89,469.56) for matters related to Plaintiff's Motion to Proceed  
23 Pseudonymously. A true and correct PDF copy of my work is attached herein as Exhibit 6.

24 18. I filtered the spreadsheet for entries marked with "TRO" to calculate that Defendant Substack  
25 seeks compensation for 35 hours (\$31,583.11) for matters related to Plaintiff's TRO Motion. A true  
26 and correct PDF copy of my work is attached herein as Exhibit 7.

27 19. I filtered the spreadsheet for entries marked with "MTS" to calculate that Defendant Substack  
28 seeks compensation for 15.1 hours (\$10,676.72) for matters related to unsuccessfully opposing

1 Plaintiff's motion to seal the Incident Report and the information contained in it from public  
2 disclosure. A true and correct PDF copy of my work is attached herein as Exhibit 8.

3 20. I filtered the spreadsheet for entries marked with "Unrelated" to calculate that Defendant  
4 Substack seeks compensation for 19.5 hours (\$14,428.89) for matters seemingly unrelated to this  
5 case, either based on the date or the narrative relating to seeking the publication of an unpublished  
6 decision. A true and correct PDF copy of my work is attached herein as Exhibit 9.

7 21. I filtered the spreadsheet for entries marked with "anti-SLAPP" to calculate that Defendant  
8 Substack seeks compensation for 247.2 hours (\$217,296.10) for matters related to the anti-SLAPP  
9 motion and reply. A true and correct PDF copy of my work is attached herein as Exhibit 10.

10 22. I filtered the spreadsheet for entries marked with "Fees" to calculate that Defendant Substack  
11 seeks compensation for 81.3 hours (\$65,573.41) for matters related to the fees motion. A true and  
12 correct PDF copy of my work is attached herein as Exhibit 11.

13 23. Of the anti-SLAPP entries, I filtered by Tom Wakefield and then highlighted those entries that  
14 illustrate 19.1 hours (\$49,534.60) for tasks related to the anti-SLAPP motion that went beyond  
15 "formulating litigation strategy and editing briefing." A true and correct PDF copy of my work is  
16 attached herein as Exhibit 12.

17 24. I exported the billing records that Defendant Poulson submitted at Exhibit A attached to the  
18 Declaration of David Greene in Support of Defendants' Motion for Attorney's Fees and Costs dated  
19 April 23, 2025 to a spreadsheet where I assigned each entry in the section entitled "Anti-SLAPP  
20 motion and associated motion to seal" a category of either (a) anti-SLAPP or (b) MTS. These  
21 categories allowed me to filter the entries and calculate the number of hours spent on the Motion to  
22 Seal. A true and correct PDF copy of my work is attached herein as Exhibit 13.

23 25. I filtered the spreadsheet for entries marked with "MTS" to calculate that Defendant Poulson  
24 seeks compensation for 37.75 hours (\$21,117.84) for matters related to unsuccessfully opposing  
25 Plaintiff's motion to seal the Incident Report and the information contained in it from public  
26 disclosure. A true and correct PDF copy of my work is attached herein as Exhibit 14.

27 26. Both Substack's Publisher Agreement and Terms of Use required that any individual  
28 publishing on Substack, which would include Poulson, agreed "[t]o the fullest extent allowed by

1 applicable law ... to indemnify and hold Substack, its affiliates, officers, agents, employees, and  
2 partners harmless from and against any and all claims, liabilities, damages (actual and consequential),  
3 losses and expenses (including attorneys' fees) arising from or in any way related to any third party  
4 claims relating to (a) your use of Substack (including any actions taken by a third party using your  
5 account), and (b) your violation of this Agreement.” This same indemnification language is in both  
6 agreements. True and correct copies of the Publisher Agreement and Terms of Use, both publicly  
7 available, are attached hereto as Exhibit 15.

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

10 Dated: July 16, 2025

Respectfully submitted,

11 THE MAREK LAW FIRM, INC.

12  
13 By: /s/ Ami Sanghvi  
14 Ami Sanghvi  
15 *Attorney for Plaintiff*  
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# EXHIBIT 1

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11 *Attorneys for Plaintiff*

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **COUNTY OF SAN FRANCISCO**

14 MAURY BLACKMAN, an individual,  
15  
16 Plaintiff,  
17  
18 v.

19 SUBSTACK, INC., a Delaware  
20 Corporation; AMAZON WEB SERVICES,  
21 INC., a Delaware Corporation; JACK  
22 POULSON, an individual; TECH  
23 INQUIRY, INC., a Delaware corporation;  
24 DOES 1-25, inclusive,  
25  
26 Defendants.

Case No.: CGC-24-618681

**~~PROPOSED~~ ORDER GRANTING  
PLAINTIFF'S MOTION TO SEAL  
DOCUMENTS**

**DATE: January 6, 2025**

**TIME: 9:30 a.m.**

**DEPT: 301**

Judge: Hon. Joseph M. Quinn

Action Filed: October 3, 2024

**FILED**  
San Francisco County Superior Court

JAN 07 2025  
CLERK OF THE COURT

By: W. Woodman Deputy Clerk

1 Having considered the arguments of the parties, the Court finds, as follows:

2 Plaintiff Maury Blackman's motion to seal is GRANTED. The court notes Plaintiff's motion to  
3 seal is untimely under CCP Section 1005. Without objecting as to timeliness, Defendants opposed the  
4 motion. The court, thus, will consider the motion on its merits. Plaintiff seeks to seal five exhibits, each  
5 of which is a copy of a Police Incident Report. The Incident Report has already been sealed by order of  
6 Judge Gold. "A record filed publicly in the court must not disclose material contained in a record that is  
7 sealed[.]" (CRC Rule 2.551(c).) Here, the Incident Report is sealed, thus it and material contained in it  
8 cannot be publicly disclosed in any court filing. Any party seeking to publicly disclose material from the  
9 Incident Report must first obtain an unsealing order from Judge Gold. (*Church of Scientology v.*  
10 *Armstrong* (1991) Cal.App.3d 1060, 1069 ["The power of one judge to vacate an order duly made by  
11 another judge is limited."].)

12 Defendants argue the court should undertake an independent constitutional analysis without  
13 regard to the California Rules of Court. One bench officer cannot overrule another bench officer of equal  
14 stature. If Defendants want to undo Judge Gold's order—whether on constitutional, statutory or common  
15 law grounds—they must address their request to Judge Gold.

16 Citing *Hurvitz v. Hoefflin* (2000) Cal.App.4th 1232, Defendants contend the court cannot now  
17 seal the Incident Report because it "is and remains publicly available on the Substack website." *Hurvitz*  
18 is inapposite. There, the trial court issued a sealing order only after the contents of the sealed documents  
19 were already published in the media. The appellate court reversed because it found that the order was an  
20 unconstitutional prior restraint and, more importantly, because the records were "part of the public record  
21 for one day, during which time it was widely reported in the media, [] it makes little sense to seal the  
22 information after the fact." (*Id.* at 1247.) Here, Judge Gold's sealing order has been in place since 2022,  
23 and there's no substantial evidence that information from the Incident Report was already in the public  
24 domain prior to her order. Judge Gold's sealing order remains in force, this court cannot undo her order,  
25 and nothing in *Hurvitz* suggests otherwise. If Defendants believe changed circumstances justify vacatur  
26 of the order, they must address their argument to Judge Gold.



1 Nor would an order granting Plaintiff's motion constitute an unconstitutional prior restraint.  
2 Plaintiff here is not asking for the removal of a past publication nor the prevention of a future one. Instead,  
3 Plaintiff wants any submitted copies of the Incident Report filed under seal consistent with Judge Gold's  
4 order. It would be impossible to square any denial of the motion with Judge Gold's existing order, which  
5 only Judge Gold or a higher court can change.

6 The court seals

7 Exhibit 9 of the Baskin Declaration, filed provisionally under seal Nov. 27, 2024;

8 Exhibit 2 of the Burns Declaration, filed provisionally under seal on Dec. 6, 2024;

9 Exhibits F & G of the Poulson Declaration, filed provisionally under seal on Dec. 6, 2024;


10 Exhibit I of the Baskin Declaration, filed provisionally under seal on Dec. 6, 2024.

11 The parties are ordered to meet and confer in person or by videoconference before filing any  
12 papers in which sealing may be at issue. The parties must make a good faith effort to coordinate and  
13 organize their filings and sealing motions sensibly. Four sealing motions at this time is demonstrably not  
14 sensible. At least two of these motions could have been avoided by meet and confer. Additionally, the  
15 filings would be in better shape if meet and confer had occurred. The parties must file declarations  
16 regarding their meet and confer with any subsequent sealing motion.

17  
18 DATED: Jan 7, 2025

  
Hon. Joseph M. Quinn  
JUDGE OF THE SUPERIOR COURT

I, the undersigned, certify that I am an employee of the Superior Court of California, County Of San Francisco and not a party to the above-entitled cause and that on January 07, 2025 I served the foregoing ORDER GRANTING PLAINTIFF'S MOTION TO SEAL DOCUMENTS on each counsel of record or party appearing in propria persona by causing a copy thereof to be enclosed in a postage paid sealed envelope and deposited in the United States Postal Service mail box located at 400 McAllister Street, San Francisco CA 94102-4514 pursuant to standard court practice.

Date: January 07, 2025 Bv: M. GOODMAN 

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# EXHIBIT 2

Date	Name	Billed Hrs	Billed Amt	Narrative	TMLF CATEGORY
9/18/2024	Bal, Colleen	0.4	\$553.00	Attention to demand letter and research;	Pre-Case Filing
9/19/2024	Baskin, Joshua A.	0.4	\$437.50	Strategize regarding response to demand	Pre-Case Filing
9/21/2024	Bal, Colleen	0.3	\$414.75	Correspond re research issues	Pre-Case Filing
9/21/2024	Baskin, Joshua A.	0.8	\$875.00	strategize about response to city attorney	Pre-Case Filing
9/25/2024	Evelyn, Rasheed	0.8	\$399.00	Review correspondence regarding plaintiff's claims, applicable legal defenses, and	Pre-Case Filing
9/25/2024	Evelyn, Rasheed	1.8	\$897.75	Review case law regarding applicability of Section 230 defenses for platforms	Pre-Case Filing
9/26/2024	Evelyn, Rasheed	0.8	\$399.00	Draft preliminary research memo for team and assess further research avenues to	Pre-Case Filing
9/26/2024	Evelyn, Rasheed	3.9	\$1,945.12	Research case law relating to Section 230 defenses for platforms	Pre-Case Filing
9/27/2024	Evelyn, Rasheed	0.6	\$299.25	Draft memo regarding Section 230 immunity and its applicability to the publication of	Pre-Case Filing
9/27/2024	Evelyn, Rasheed	2.4	\$1,197.00	Conduct legal research regarding Section 230 immunity for platforms	Pre-Case Filing
10/3/2024	Baskin, Joshua A.	0.4	\$437.50	Correspondence re service	Case Management
10/4/2024	Margo, Benjamin D.	0.3	\$312.37	Communications with J. Baskin re possible preliminary injunction motion	Answer
10/4/2024	Baskin, Joshua A.	0.9	\$984.37	Review complaint and strategize regarding potential motion for preliminary injunction	Answer
10/4/2024	Evelyn, Rasheed	1.2	\$598.50	Research standing requirements for causes of actions in plaintiff's filing to determine viable claims	Case Management
10/4/2024	Evelyn, Rasheed	0.8	\$399.00	Review documents related to plaintiff's filing	Case Management
10/6/2024	Wakefield, Tom	3.9	\$4,163.25	Analyze complaint and arguments for dismissal, including w/r/t striking	Answer
10/6/2024	Evelyn, Rasheed	2.2	\$1,097.25	Draft document and email correspondence regarding standing requirements for plaintiff's cause of action	Answer
10/6/2024	Evelyn, Rasheed	6.1	\$3,042.37	Research standing requirements for plaintiff's causes of action	Answer
10/7/2024	Margo, Benjamin D.	0.7	\$728.87	Meet with J. Baskin and client re planned demurrer, response to anonymous nature of complaint, and	Case Management
10/7/2024	Baskin, Joshua A.	0.9	\$984.37	Strategize regarding response to complaint/motion	Case Management
10/7/2024	Wakefield, Tom	1.9	\$2,028.25	Send analysis/research of Blackman's chances of proceeding pseudonymously, and	Doe
10/7/2024	Evelyn, Rasheed	0.4	\$199.50	Draft email memo on pseudonymous filing research	Doe

10/7/2024	Evelyn, Rasheed	3.2	\$1,596.00	Conduct research on pseudonymous filing and whether there is preemption for third-	Doe
10/7/2024	Evelyn, Rasheed	1.4	\$698.25	Conduct follow-up research on requirements for pseudonymous filing	Doe
10/7/2024	Vargas, Christopher	0.2	\$65.62	Retrieve case docket and order	Case Management
10/8/2024	Evelyn, Rasheed	1.4	\$698.25	Draft joint stipulated motion related to the extension for responsive pleading	Case Management
10/8/2024	Evelyn, Rasheed	2.3	\$1,147.12	Research requirements for pseudonymous filings with prior disclosure of sensitive	Doe
10/8/2024	Evelyn, Rasheed	1.1	\$548.62	Review precedent filings for stipulated motions	Doe
10/9/2024	Margo, Benjamin D.	0.9	\$937.12	Communication with J. Baskin re Section 230 issue; edit draft stipulation to extend time to	Case Management
10/9/2024	Wakefield, Tom	1.2	\$1,281.00	Continue researching, and begin drafting, argument that plaintiffs proceeded improperly by not seeking leave to sue anonymously	Doe
10/9/2024	Evelyn, Rasheed	1.4	\$698.25	Review court rules and CA civil code related to stipulated motions	Case Management
10/9/2024	Evelyn, Rasheed	1.2	\$598.50	Revise draft of joint stipulated motion	Case Management
10/10/2024	Wakefield, Tom	1.6	\$1,708.00	Continue drafting argument re striking complaint for violating CA law	Anti-SLAPP
10/10/2024	Evelyn, Rasheed	2.3	\$1,147.12	Research case law that relates to Section 230 as an affirmative defense to plaintiff's	Answer
10/10/2024	Margo, Benjamin D.	0.6	\$624.75	Legal research on potential anti-SLAPP motion	Anti-SLAPP
10/11/2024	Wakefield, Tom	2.8	\$2,989.00	Research cases in which parties sought to proceed anonymously in litigation involving already-published	Doe
10/11/2024	Wakefield, Tom	3.1	\$3,309.25	Research unfavorable caselaw under order to head off arguments in briefing	Unrelated
10/14/2024	Evelyn, Rasheed	1.7	\$847.87	Complete research on pseudonymous filing requirements based on public disclosure of	Anti-SLAPP
10/14/2024	Evelyn, Rasheed	0.7	\$349.12	Draft email memo and research chart regarding pseudonymous filings and Section 230 affirmative defenses	Doe
10/14/2024	Evelyn, Rasheed	2.9	\$1,446.37	Complete research on Section 230 affirmative defenses relating to plaintiff's claims	Answer
10/15/2024	Evelyn, Rasheed	0.4	\$199.50	Devise chart detailing filing deadlines based on court rules in coordination with calendaring department	Doe
10/16/2024	Margo, Benjamin D.	1.8	\$1,874.25	Draft letter to San Francisco City Attorney in response to their demand letter; communication with J. Baskin re same	Case Management
10/17/2024	Baskin, Joshua A.	0.4	\$437.50	Discuss strategy with Amazon	Case Management
10/21/2024	Evelyn, Rasheed	3.3	\$1,645.87	Research case law surrounding standard for anti-SLAPP motions, including the definition of	Anti-SLAPP
10/21/2024	Wakefield, Tom	0.4	\$427.00	Analyze research into whether to file anti-SLAPP motion	Anti-SLAPP

10/22/2024	Evelyn, Rasheed	3.4	\$1,695.75	Conduct research and draft memo on public interest standard for anti-SLAPP motions	Anti-SLAPP
10/23/2024	Margo, Benjamin D.	0.2	\$208.25	Edit draft stipulation to extend time to move to dismiss	Case Management
10/23/2024	Evelyn, Rasheed	0.9	\$448.87	Revise draft of joint stipulation motion to align with new timeline for the case	Case Management
10/29/2024	Wakefield, Tom	0.3	\$320.25	Revise stipulation to extend time to respond to complaint	Case Management
10/29/2024	Evelyn, Rasheed	0.4	\$199.50	Revise and send draft stipulation to co- counsel	Case Management
10/29/2024	Evelyn, Rasheed	2.7	\$1,346.62	Research co-counsel's background, expertise, and litigation experience to determine how best to	Case Management
10/30/2024	Wakefield, Tom	1.6	\$1,708.00	Prepare for and sync re stipulation and demurrer, and revise same	Case Management
10/30/2024	Wakefield, Tom	0.4	\$427.00	Send update on SF Chronicle article, and consider implications for demurrer	Case Management
10/30/2024	Evelyn, Rasheed	0.8	\$399.00	Meet with team to discuss litigation strategy for the case and delegate research and	Case Management
10/30/2024	Evelyn, Rasheed	1.4	\$698.25	Research links between domestic violence disputes and matters of public concern	Anti-SLAPP
10/30/2024	Margo, Benjamin D.	1.2	\$1,249.58	Plan for potential demurrer and/or anti- SLAPP motions; call with T. Wakefield and R.	Anti-SLAPP
10/31/2024	Wakefield, Tom	2.8	\$2,989.00	Analyze merits of an anti-SLAPP motion, and consider sequencing of demurrer and anti- SLAPP	Anti-SLAPP
10/31/2024	Evelyn, Rasheed	0.9	\$448.87	Research effect of filing anti-SLAPP motion on discovery	Anti-SLAPP
11/1/2024	Evelyn, Rasheed	0.9	\$448.87	Research on the impact of filing deadline for demurrer based on the filing of an anti-	Anti-SLAPP
11/1/2024	Margo, Benjamin D.	0.6	\$624.75	Plan for potential anti-SLAPP motion; call with counsel for co-defendant re same, with T. Wakefield	Case Management
11/1/2024	Wakefield, Tom	3.3	\$3,522.75	Finish drafting pseudonym portion of briefing	Doe
11/1/2024	Wakefield, Tom	0.4	\$427.00	Confer with EFF re strategy	Case Management
11/4/2024	Wakefield, Tom	0.4	\$427.00	Finalize stipulation to extend briefing and confer with same re various lawyers	Case Management
11/4/2024	Wakefield, Tom	1.1	\$1,174.25	Research cases for the proposition that one cannot suppress, or anonymize, speech that has already	Anti-SLAPP
11/4/2024	Evelyn, Rasheed	3	\$1,496.25	Research case law concerning the intellectual property exception for Section 230	Anti-SLAPP
11/4/2024	Evelyn, Rasheed	0	\$0.00	Research case law where Section 230 and first amendment defenses are incorporated into anti-SLAPP motions	Anti-SLAPP
11/4/2024	Evelyn, Rasheed	0.5	\$249.37	Revise and coordinate filing of joint stipulated motion	Case Management
11/5/2024	Margo, Benjamin D.	0.4	\$416.50	Call with T. Wakefield re draft briefing in support of anti-SLAPP motion or demurrer	Case Management
11/5/2024	Wakefield, Tom	0.5	\$533.75	Sync re strategy for demurrer / anti-SLAPP, and correspond with opposing counsel re same	Case Management

11/5/2024	Wakefield, Tom	1.1	\$1,174.25	Finish briefing portions of demurrer	Answer
11/5/2024	Evelyn, Rasheed	0	\$0.00	Begin draft of background section for upcoming demurrer	Answer
11/5/2024	Evelyn, Rasheed	0	\$0.00	Review draft of argument section for motion to dismiss and provide feedback for team	Answer
11/5/2024	Evelyn, Rasheed	0.7	\$349.12	Research case law to determine whether domestic violence can be considered a	Anti-SLAPP
11/6/2024	Margo, Benjamin D.	2.3	\$2,394.87	Communication with T. Wakefield re possible anti-SLAPP motion and demurrer; call with T. Wakefield and counsel for co-defendant AWS re same; edit draft	Case Management
11/6/2024	Wakefield, Tom	3	\$3,202.50	Research grounds for First Amendment defense and "public issues" under SLAPP	Anti-SLAPP
11/6/2024	Wakefield, Tom	2.2	\$2,348.50	Prepare for and lead sync with AWS's counsel re strategy	Case Management
11/6/2024	Wakefield, Tom	1.6	\$1,708.00	Draft overview of strategy on motion papers for client	Case Management
11/6/2024	Evelyn, Rasheed	2	\$997.50	Draft background section of demurrer	Answer
11/6/2024	Evelyn, Rasheed	1.8	\$897.75	Research case law to determine whether domestic violence issues are considered public matters of	Anti-SLAPP
11/6/2024	Evelyn, Rasheed	0	\$0.00	Revise and prepare joint stipulated motion for filing	Case Management
11/7/2024	Wakefield, Tom	0.4	\$427.00	Advise on whether to respond to city attorney's letter	Case Management
11/7/2024	Wakefield, Tom	1.1	\$1,174.25	Continue drafting demurrer	Answer
11/7/2024	Margo, Benjamin D.	2.2	\$2,290.75	Legal research re anti-SLAPP, with R. Evelyn; draft portion of anti-SLAPP brief	Anti-SLAPP
11/7/2024	Evelyn, Rasheed	3.5	\$1,745.62	Research the application of intellectual property exception within Section 230 to	Anti-SLAPP
11/8/2024	Wakefield, Tom	3.1	\$3,309.25	Continue drafting anti-SLAPP briefing, and sync with B. Margo on progress with briefing, research, etc.	Anti-SLAPP
11/8/2024	Wakefield, Tom	1.3	\$1,387.75	Analyze research into potential applicability of (e)(4) of anti-SLAPP statute, and advise client re same	Anti-SLAPP
11/8/2024	Margo, Benjamin D.	0.6	\$624.75	Prepare Anti-SLAPP motion; call with T. Wakefield re same	Anti-SLAPP
11/10/2024	Margo, Benjamin D.	0.5	\$520.62	Draft anti-SLAPP motion	Anti-SLAPP
11/10/2024	Wakefield, Tom	1.9	\$2,028.25	Continue researching/drafting anti-SLAPP brief, including section re public forums	Anti-SLAPP
11/11/2024	Wakefield, Tom	1.3	\$1,387.75	Research and draft portions of anti-SLAPP brief	Anti-SLAPP
11/11/2024	Evelyn, Rasheed	1.5	\$748.12	Draft background section of motion to dismiss for team review	Answer
11/12/2024	Wakefield, Tom	8	\$8,540.00	Research, devise strategy for, sync re and draft opposition to plaintiff's TRO	TRO
11/12/2024	Malferrari, Candida R.	0	\$0.00	Review joint stipulation to extend time	Case Management
11/12/2024	Margo, Benjamin D.	6	\$6,247.50	Analyze TRO motion filed by Plaintiff, in coordination with J. Baskin, T. Wakefield, and R. Evelyn; draft	TRO

11/12/2024	Baskin, Joshua A.	3.1	\$3,390.62	Revise opposition to TRO	TRO
11/12/2024	Evelyn, Rasheed	0	\$0.00	Work with staff to coordinate remote appearances for attorneys and schedule	Case Management
11/12/2024	Evelyn, Rasheed	0.9	\$448.87	Research procedure for filing motions under conditional seal	MTS
11/12/2024	Evelyn, Rasheed	3.6	\$1,795.50	Research irreparable harm standard for temporary restraining orders; analyze interplay between	TRO
11/12/2024	Evelyn, Rasheed	0	\$0.00	Meet with J. Baskin, T. Wakefield, and B. Margo to discuss legal strategy for opposing temporary restraining order	Case Management
11/12/2024	Evelyn, Rasheed	0	\$0.00	Assist attorneys in revising draft opposition motion and complete cite checks for attorneys	TRO
11/12/2024	Evelyn, Rasheed	0	\$0.00	Work with paralegal staff to revise joint stipulated motion for formatting compliance	Case Management
11/12/2024	McNamara, Mariana	4.4	\$1,963.50	Verify and conform citations in opposition to application for order to show cause and	TRO
11/12/2024	McNamara, Mariana	0.5	\$223.12	Draft case pleading template	TRO
11/13/2024	Fritz, Tracy	0	\$0.00	Extract and download cases from brief	TRO
11/13/2024	Margo, Benjamin	3.8	\$3,956.75	Edit draft opposition to Plaintiff's TRO motion, in	TRO
11/13/2024	Evelyn, Rasheed	0.3	\$149.62	Draft email correspondence to co-counsel on revised joint stipulation	Case Management
11/13/2024	Evelyn, Rasheed	0.3	\$149.62	Work with team to moot hearing on temporary restraining order	TRO
11/13/2024	Evelyn, Rasheed	1.9	\$947.62	Research deadline and civil procedure for requesting publication of an unpublished opinion; research	Unrelated
11/13/2024	Evelyn, Rasheed	0.6	\$299.25	Review and complete final revisions of opposition to temporary restraining order	TRO
11/13/2024	Wakefield, Tom	0.3	\$320.25	Confer re opposition to Doe motion	Doe
11/13/2024	Wakefield, Tom	4.7	\$5,017.25	Prepare for and argue opposition to TRO	TRO
11/14/2024	Wakefield, Tom	0.6	\$640.50	Prepare for and sync w/r/t plan for upcoming briefing	Case Management
11/14/2024	Wakefield, Tom	1.3	\$1,387.75	Read, summarize, and begin drafting opposition to Doe's motion to proceed anonymously	Doe
11/14/2024	Evelyn, Rasheed	1.4	\$698.25	Revise background section in support of opposition to motion to proceed anonymous	Doe
11/14/2024	Evelyn, Rasheed	0.7	\$349.12	Draft memo on the process for filing a Request for Publication	Unrelated
11/14/2024	Evelyn, Rasheed	0.5	\$249.37	Meet with team to discuss assignments for draft demurrer	Answer
11/14/2024	Evelyn, Rasheed	0.6	\$299.25	Research statistics surrounding gender abuse in the technology industry in support of	Doe



11/14/2024	Margo, Benjamin D.	1.7	\$1,770.12	Plan letter brief to Court of Appeal to request publication of Nelson v. Bridgers in support of Anti-SLAPP motion. with T. Wakefield (1 hour): review	Doe
11/15/2024	Evelyn, Rasheed	2.9	\$1,446.37	Draft Request for Publication letter for Nelson v. Bridgers opinion	Unrelated
11/15/2024	Evelyn, Rasheed	1	\$498.75	Research deadlines for Requesting Publication of Unpublished Opinions under California	Unrelated
11/15/2024	Wakefield, Tom	1.1	\$1,174.25	Draft opposition to motion to proceed anonymously	Doe
11/15/2024	Margo, Benjamin D.	0.6	\$624.75	Outline letter to Court of Appeal requesting publication of Nelson v. Bridgers in support of Anti-	Unrelated
11/17/2024	Wakefield, Tom	7.1	\$7,579.25	Continue researching and drafting opposition to Doe motion	Doe
11/17/2024	Margo, Benjamin D.	0.6	\$624.75	Edit draft letter brief re publication of Nelson v. Bridgers, in support of Anti-SLAPP	Unrelated
11/18/2024	Margo, Benjamin D.	2.8	\$2,915.50	Edit and prepare for filing letter brief to California Court of Appeal requesting publication of Nelson v. Bridgers opinion in support of Anti-SLAPP motion. in	Unrelated
11/18/2024	Evelyn, Rasheed	1.5	\$748.12	Revise draft of Request for Publication	Unrelated
11/18/2024	Evelyn, Rasheed	0.4	\$199.50	Research case law relating to protections for speech concerning domestic violence under	Anti-SLAPP
11/18/2024	Wakefield, Tom	1.1	\$1,174.25	Revise letter seeking publication of Nelson v. Bridgers	Unrelated
11/18/2024	Wakefield, Tom	4.8	\$5,124.00	Draft sections of anonymity briefing w/r/t prejudice to plaintiffs and to the public interest	Doe
11/19/2024	Wakefield, Tom	0.3	\$320.25	Oversee filing of letter brief re publication of Bridgers case	Unrelated
11/19/2024	Wakefield, Tom	4.1	\$4,376.75	Draft portions of opposition brief w/r/t background, legal standard, and procedural history	Doe
11/19/2024	Wakefield, Tom	0.4	\$427.00	Sync re First Amendment argument for anti- SLAPP	Anti-SLAPP
11/19/2024	Wakefield, Tom	0.4	\$427.00	Research whether arrest records constitute "sensitive and highly personal matters"	Anti-SLAPP
11/19/2024	Evelyn, Rasheed	1.5	\$748.12	Revise and file Request for Publication in support of upcoming opposition motion	Unrelated
11/19/2024	Evelyn, Rasheed	0.3	\$149.62	Meet and confer with team to discuss draft of demurrer	Answer
11/19/2024	Evelyn, Rasheed	1	\$498.75	Research civil procedure for filing Request for Publication of unpublished case	Unrelated
11/19/2024	Margo, Benjamin D.	3.5	\$3,644.37	Draft First Amendment section of Anti-SLAPP brief; legal research re same; call with T.	Anti-SLAPP
11/19/2024	McNamara, Mariana	0.5	\$223.29	Review and edit publication letter	Unrelated

11/20/2024	Margo, Benjamin D.	3.9	\$4,060.87	Draft section of opposition brief to Plaintiff's motion to proceed anonymously; edit draft	Doe
11/20/2024	Wakefield, Tom	0	\$0.00	Draft introduction to opposition to pseudonym motion, and revise sections drafted by B. Margo	Doe
11/20/2024	Evelyn, Rasheed	1.2	\$598.50	Review draft of opposition to plaintiff's motion to file pseudonymously	Doe
11/21/2024	Baskin, Joshua A.	2.3	\$2,515.62	Revise opposition to motion to proceed anonymously	Doe
11/21/2024	Wakefield, Tom	0	\$0.00	Revise opposition to Doe motion in keeping with J. Baskin's comments	Doe
11/21/2024	Evelyn, Rasheed	1	\$498.75	Research case law to use as persuasive authority in support of opposition to plaintiff's motion to file	Doe
11/21/2024	Margo, Benjamin D.	1.8	\$1,874.25	Draft Anti-SLAPP motion	Anti-SLAPP
11/22/2024	Baskin, Joshua A.	1.1	\$1,203.12	Edit opposition to motion to proceed anonymously	Doe
11/22/2024	Wakefield, Tom	2.4	\$2,562.00	Finalize first draft of pseudonym opposition, including by responding to team comments,	Doe
11/22/2024	Evelyn, Rasheed	0.9	\$448.87	Research procedure for filings briefs under seal in state court	MTS
11/22/2024	Evelyn, Rasheed	2.8	\$1,396.50	Research case law to use as persuasive authority in support of opposition to plaintiff's motion to file	Doe
11/22/2024	Margo, Benjamin D.	0.2	\$208.25	Prepare for demurrer, in coordination with J. Baskin and T. Wakefield	Answer
11/24/2024	Evelyn, Rasheed	5.2	\$2,593.50	Research case law to use as persuasive authority in support of opposition to plaintiff's motion to file	Doe
11/25/2024	Wakefield, Tom	2.6	\$2,775.50	Advise on sealing declaration, review/respond to JDG's additional comments, and send client update with redline showing today's changes	MTS
11/25/2024	Evelyn, Rasheed	1.9	\$947.62	Draft declaration in support of opposition motion contesting plaintiff's request to file pseudonymously	Doe
11/25/2024	Evelyn, Rasheed	1.6	\$798.00	Research procedure for filing opposition motion conditionally under seal	MTS
11/26/2024	Margo, Benjamin D.	3.7	\$3,852.62	Draft anti-SLAPP motion	Anti-SLAPP
11/26/2024	Wakefield, Tom	2	\$2,135.00	Oversee finalization of opposition papers	Doe
11/26/2024	Evelyn, Rasheed	0	\$0.00	Draft motion to seal and declaration in support of opposition motion	Doe
11/26/2024	McNamara, Mariana	4.1	\$1,829.62	Verify and conform citations in opposition to motion to proceed with fictitious name	Doe
11/26/2024	Baskin, Joshua A.	2.2	\$2,406.25	Revise opposition to motion to proceed anonymously	Doe
11/27/2024	Wakefield, Tom	4.4	\$4,697.00	Revise brief to incorporate final edits, review sealing motion and associated papers, and edit declarations	Doe
11/27/2024	Evelyn, Rasheed	2.7	\$1,346.62	Revise draft opposition and declaration to contest plaintiff's motion for pseudonymity	Doe
11/27/2024	Evelyn, Rasheed	0	\$0.00	Meet and confer with team to discuss revisions to opposition motion	Doe

11/27/2024	Evelyn, Rasheed	3.6	\$1,795.50	Draft motion to seal, declaration, and proposed order in support of opposition	MTS
11/27/2024	Evelyn, Rasheed	0.9	\$448.87	Compile exhibits in support of opposition motion to plaintiff's request for pseudonymity	Doe
11/27/2024	Evelyn, Rasheed	1	\$498.75	Review case law in support of opposition motion to plaintiff's request to file pseudonymously	Doe
11/27/2024	Margo, Benjamin D.	2.3	\$2,394.87	Plan meet and confer regarding planned demurrer (.3 hours); draft Anti-SLAPP motion (2 hours)	Anti-SLAPP
11/27/2024	McNamara, Mariana	3.4	\$1,517.25	Review, edit and finalize opposition to motion to proceed with fictitious name and supporting documents in preparation for filing	Doe
11/29/2024	Margo, Benjamin D.	2.3	\$2,394.87	Draft Anti-SLAPP motion	Anti-SLAPP
11/30/2024	Margo, Benjamin D.	1.1	\$1,145.37	Draft anti-SLAPP motion	Anti-SLAPP
12/1/2024	Margo, Benjamin D.	1.7	\$1,770.12	Edit draft Anti-SLAPP motion	Anti-SLAPP
12/2/2024	Wakefield, Tom	0.9	\$960.75	Sync re strategy for anti-SLAPP and demurrer, and follow up with team/JDG re same	Case Management
12/2/2024	Evelyn, Rasheed	0.4	\$199.50	Review California Rules of Court and SF Superior Local Rules to determine motion and hearing deadlines/requirements	Case Management
12/2/2024	Margo, Benjamin D.	0.9	\$937.12	Draft anti-SLAPP motion	Anti-SLAPP
12/2/2024	Margo, Benjamin D.	1.1	\$1,145.37	Meet and confer with Plaintiff's counsel re planned demurrer; prepare demurrer	Answer
12/2/2024	Fritz, Tracy	0	\$0.00	Download cases from briefs	Case Management
12/3/2024	Margo,	5.1	\$5,310.37	Draft Anti-SLAPP motion; legal research re	Anti-SLAPP
12/3/2024	Wakefield, Tom	1.3	\$1,387.75	Revise anti-SLAPP motion	Anti-SLAPP
12/3/2024	Wakefield, Tom	0.4	\$427.00	Negotiate briefing schedule with opposing counsel and co-defendants	Case Management
12/3/2024	Wakefield, Tom	1.6	\$1,708.00	Begin preparing for hearing on Doe motion	Doe
12/3/2024	Evelyn, Rasheed	1.4	\$698.25	Research case law connecting national security concerns to matters of public	Anti-SLAPP
12/3/2024	Evelyn, Rasheed	0.5	\$249.37	Research case law to support Section 230 defense to plaintiff's claims in anti-SLAPP and demurrer motions	Anti-SLAPP
12/3/2024	Evelyn, Rasheed	0.9	\$448.87	Draft anti-SLAPP and demurrer motions	Anti-SLAPP
12/3/2024	Evelyn, Rasheed	0.5	\$249.37	Research filing requirements and supporting papers needed for demurrer and anti-SLAPP motions	Anti-SLAPP
12/4/2024	Wakefield, Tom	0.2	\$213.50	Advise on finalizing papers with team and JDG	Case Management
12/4/2024	Baskin, Joshua A.	3.4	\$3,718.75	Revise anti-slapp motion and supporting papers	Anti-SLAPP
12/4/2024	Evelyn, Rasheed	2.1	\$1,047.37	Draft supporting documents for anti-SLAPP, demurrer and sealing motions	Anti-SLAPP

12/4/2024	Margo, Benjamin D.	0.4	\$416.50	Adapt anti-SLAPP motion into draft demurrer	Answer
12/5/2024	Margo, Benjamin D.	5.1	\$5,310.37	Revise draft Anti-SLAPP motion and demurrer, with ancillary documents including draft declaration, in	Anti-SLAPP
12/5/2024	Wakefield, Tom	0.9	\$960.75	Sync with co-counsel re strategy for SLAPP	Case Management
12/5/2024	Wakefield, Tom	1.1	\$1,174.25	Read reply in support of Doe motion and make notes on counter-arguments to same	Doe
12/5/2024	Baskin, Joshua A.	2.1	\$2,296.87	Revise demurrer and supporting papers	Answer
12/5/2024	Evelyn, Rasheed	2.1	\$1,047.37	Revise drafts of supporting documents for demurrer and anti-SLAPP motions	Anti-SLAPP
12/5/2024	Evelyn, Rasheed	0.7	\$349.12	Review declaration for conformity with co- defendants' assertions and arguments	Anti-SLAPP
12/6/2024	Wakefield, Tom	0.9	\$960.75	Review final SLAPP and demurrer papers before filing	Anti-SLAPP
12/6/2024	Wakefield, Tom	1.2	\$1,281.00	Read cases cited in plaintiff's reply brief	Doe
12/6/2024	Margo, Benjamin D.	1.4	\$1,457.75	Finalize and file Anti-SLAPP motion, demurrer, declaration in support of both motions, and sealing	Anti-SLAPP
12/6/2024	Baskin, Joshua A.	0.9	\$984.37	Final review of anti-slapp motion and demurrer	Anti-SLAPP
12/6/2024	Evelyn, Rasheed	1.7	\$847.87	Revise drafts of anti-SLAPP, demurrer and joinder motions including supporting	Anti-SLAPP
12/6/2024	McNamara, Mariana	8.3	\$3,703.87	Verify and conform citations in demurrer and anti-SLAPP motion and prepare supporting documents for same	Anti-SLAPP
12/6/2024	Gutierrez, Tanya	0	\$0.00	Pull all the cases cited in the attached brief - 13 cases	Doe
12/7/2024	Wakefield, Tom	2.1	\$2,241.75	Continue reading cases cited in briefing and preparing talking points for Doe hearing	Doe
12/8/2024	Wakefield, Tom	4.1	\$4,376.75	Draft notes on distinguishing features of plaintiff's cases and begin drafting opening	Doe
12/9/2024	Wakefield, Tom	0.6	\$640.50	Continue preparing talking points for hearing	Doe
12/10/2024	Evelyn, Rasheed	0.4	\$199.50	Research procedures for contesting court's tentative ruling on a motion	Doe
12/11/2024	Baskin, Joshua A.	1.9	\$2,078.12	Prepare for argument on motion to proceed as a Doe	Doe
12/11/2024	Wakefield, Tom	3.2	\$3,416.00	Read tentative, prepare talking points for hearing, and moot hearing with J. Baskin	Doe
12/11/2024	Margo, Benjamin D.	1.3	\$1,353.62	Review tentative order on Plaintiff's motion to proceed as a John Doe; prepare for hearing re same; prepare	Doe
12/12/2024	Baskin, Joshua A.	0	\$0.00	Attend hearing on motion to proceed as a Doe	Doe
12/12/2024	Wakefield, Tom	2.3	\$2,455.25	Prepare for and argue Doe motion before J. Quinn	Doe
12/12/2024	Evelyn, Rasheed	0	\$0.00	Attend hearing on Plaintiff's Motion to Proceed Under A Fictitious Name	Doe
12/13/2024	Baskin, Joshua A.	0	\$0.00	Attention to sealing issues; reply ISO motion to seal	MTS

12/13/2024	Wakefield, Tom	0.3	\$320.25	Review order entering tentative and strategize re briefing schedule	Case Management
12/13/2024	Evelyn, Rasheed	0.9	\$448.87	Draft Reply for Motion to Seal in support of Opposition to Plaintiff's Request to Proceed	MTS
12/13/2024	Evelyn, Rasheed	1.3	\$648.37	Research case law in support of Reply for Motion to Seal	MTS
12/16/2024	Baskin, Joshua A.	0.9	\$984.37	Correspondence regarding motion to seal	MTS
12/16/2024	Wakefield, Tom	0	\$0.00	Discuss strategy for briefing schedule w/r/t sealing	MTS
12/16/2024	Wakefield, Tom	0	\$0.00	Review papers filed by First Amendment Coalition & FIRE	Unrelated
12/16/2024	Bal, Colleen	0.2	\$276.50	Confer re status and arguments	Case Management
12/17/2024	Baskin,	0	\$0.00	Correspondence on motions to seal and	MTS
12/17/2024	Evelyn, Rasheed	0	\$0.00	Strategize with team regarding Plaintiff's response to Motions to Seal	MTS
12/18/2024	Evelyn, Rasheed	0	\$0.00	Review joint stipulation regarding motions to seal	MTS
12/18/2024	Wakefield, Tom	0.5	\$533.75	Draft stipulation w/r/t briefing on merits and sealing, and review recent filings	MTS
12/19/2024	Baskin, Joshua A.	0.4	\$437.50	Attention to sealing issues and case schedule	MTS
12/20/2024	Wakefield, Tom	0	\$0.00	Review court's order re sealing motions and briefing schedule, and confer with team re	MTS
12/20/2024	Evelyn, Rasheed	0.3	\$149.62	Research rules regarding procedures for rescheduling hearing in SF Superior Court	Case Management
12/20/2024	Evelyn, Rasheed	0.7	\$349.12	Revise prior demurrer and anti-SLAPP pleadings to reflect parties' revised	Anti-SLAPP
12/21/2024	Wakefield, Tom	1.7	\$1,814.75	Review Blackman's oppositions to demurrer and anti-SLAPP briefs, and get team started on replies to same	Anti-SLAPP
12/22/2024	Evelyn, Rasheed	3.1	\$1,546.12	Draft memo in support of reply brief for demurrer and anti-SLAPP motions	Anti-SLAPP
12/23/2024	Margo, Benjamin D.	4.8	\$4,998.00	Draft reply in further support of anti-SLAPP motion; case law research in support of	Anti-SLAPP
12/23/2024	Evelyn, Rasheed	2.8	\$1,396.50	Draft memo in support of reply brief for demurrer and anti-SLAPP motions	Anti-SLAPP
12/23/2024	Wakefield, Tom	0	\$0.00	Review plaintiffs' stipulations and notice of related case	Case Management
12/24/2024	Margo, Benjamin D.	0.4	\$416.50	Draft reply brief in further support of anti- SLAPP motion	Anti-SLAPP
12/24/2024	Baskin, Joshua A.	0.8	\$875.12	Argue ex parte regarding hearing dates	Case Management
12/26/2024	Margo, Benjamin D.	0.3	\$312.37	Plan reply in further support of anti-SLAPP motion; communication with J. Baskin re same	Anti-SLAPP
12/26/2024	Evelyn, Rasheed	0.3	\$149.62	Draft Notice of Joinder in support of opposition to plaintiff's motion to seal	MTS
12/27/2024	Baskin, Joshua A.	0	\$0.00	Revise reply in support of motion to seal	MTS
12/27/2024	Wakefield, Tom	0	\$0.00	Review sealing replies filed by the parties	MTS

12/31/2024	Wakefield, Tom	0	\$0.00	Review/revise opposition to notice of related case	Unrelated
1/2/2025	Evelyn, Rasheed	0	\$0.00	Review filings in preparation for hearing on motions to seal	MTS
1/3/2025	Baskin, Joshua A.	0.4	\$477.75	Review tentative orders on motions to seal	MTS
1/3/2025	Wakefield, Tom	0.4	\$472.50	Review tentatives re sealing and weigh in on whether to contest	MTS
1/3/2025	Evelyn, Rasheed	0	\$0.00	Review court's tentative order related to plaintiff's motion to seal	MTS
1/6/2025	Evelyn, Rasheed	0	\$0.00	Confer with J. Baskin regarding follow-up actions required to comply with plaintiff's	MTS
1/8/2025	Evelyn, Rasheed	0	\$0.00	Confer with case team regarding strategy for upcoming anti-SLAPP and demurrer motions	Case Management
1/8/2025	Wakefield, Tom	0	\$0.00	Prepare for and join strategy meeting re reply brief	Case Management
1/8/2025	Lombardo, Sophie	0.6	\$385.87	Coordinate with R.Evelyn on onboarding tasks and review materials in preparation of	Case Management
1/12/2025	Lombardo, Sophie	2.4	\$1,543.50	Draft document summarizing all authorities cited in plaintiff's opposition to anti-SLAPP motion	Anti-SLAPP
1/13/2025	Lombardo, Sophie	7.6	\$4,887.75	Draft document summarizing all authorities cited in plaintiff's opposition to anti-SLAPP motion	Anti-SLAPP
1/13/2025	Margo, Benjamin D.	0.4	\$455.00	Plan meet and confer with Plaintiff and co- Defendants re effects of court's sealing order	Case Management
1/14/2025	Lombardo, Sophie	0.4	\$257.25	Draft document summarizing all authorities cited in plaintiff's opposition to anti-SLAPP motion	Anti-SLAPP
1/14/2025	Wakefield, Tom	0	\$0.00	Read opposition and begin strategizing re arguments in reply brief	Anti-SLAPP
1/15/2025	Lombardo, Sophie	0	\$0.00	Meet with B.Margo to discuss research on response to plaintiff's opposition	Case Management
1/15/2025	Lombardo, Sophie	0	\$0.00	Review plaintiff's opposition to Substack's anti-SLAPP motion	Anti-SLAPP
1/15/2025	Lombardo, Sophie	6.3	\$4,051.69	Draft document summarizing all authorities cited in plaintiff's opposition to anti-SLAPP motion	Anti-SLAPP
1/15/2025	Margo, Benjamin D.	0.4	\$455.00	Call with S. Lombardo re opposition briefs and planning reply brief in further support of anti-SLAPP motion	Anti-SLAPP
1/16/2025	Fritz, Tracy	0	\$0.00	Download cases from briefs and send as PDF's	Anti-SLAPP
1/16/2025	Wakefield, Tom	0	\$0.00	Advise on arguments for reply	Anti-SLAPP
1/16/2025	Margo, Benjamin D.	0.4	\$455.00	Draft outline for reply in further support of anti-SLAPP motion and demurrer; case law research in support of	Anti-SLAPP
1/17/2025	Wakefield, Tom	2.4	\$2,835.00	Prepare for and lead call w/r/t arguments in reply	Case Management
1/17/2025	Baskin, Joshua A.	1.8	\$2,149.87	Review oppositions to SLAPP and demurrer and strategize regarding replies	Anti-SLAPP
1/17/2025	Margo, Benjamin D.	0.8	\$910.00	Plan reply briefs in further support of anti- SLAPP motion and demurrer, with J. Baskin,	Anti-SLAPP

1/17/2025	Lombardo, Sophie	0.4	\$257.25	Coordinate with team on reply to plaintiff's opposition	Case Management
1/17/2025	Lombardo, Sophie	2.4	\$1,543.51	Draft outline and initial draft of reply to plaintiff's opposition	Anti-SLAPP
1/18/2025	Wakefield, Tom	3.8	\$4,488.75	Read new cases cited in opp'ns to prepare reply and for argument	Anti-SLAPP
1/19/2025	Wakefield, Tom	3.4	\$4,016.25	Continue reading cases cited in opposition and drafting thoughts for reply	Anti-SLAPP
1/19/2025	Lombardo, Sophie	1.1	\$707.44	Draft reply to plaintiff's opposition	Anti-SLAPP
1/21/2025	Wakefield, Tom	0	\$0.00	Review progress on reply briefs and research related to same, and read ex parte papers re	Anti-SLAPP
1/21/2025	Margo, Benjamin D.	0.2	\$227.50	Communications with T. Wakefield and Plaintiff re Plaintiff's motion to strike his initial oppositions to anti-SLAPP motions and	Case Management
1/22/2025	Lombardo, Sophie	6.4	\$4,116.00	Draft reply to plaintiff's opposition	Anti-SLAPP
1/22/2025	Lombardo, Sophie	0.4	\$257.25	Attend coordination call with B.Margo regarding draft reply	Case Management
1/22/2025	Baskin, Joshua A.	0.8	\$955.50	Correspondence re journalist	Case Management
1/22/2025	Margo, Benjamin D.	5.9	\$6,711.25	Draft reply brief in further support of anti- SLAPP motion; case law research in support	Anti-SLAPP
1/23/2025	Lombardo, Sophie	0.9	\$578.81	Incorporate first round of edits to draft reply	Anti-SLAPP
1/23/2025	Lombardo, Sophie	0	\$0.00	Attend coordination call with B.Margo to discuss draft revisions	Case Management
1/23/2025	Margo, Benjamin D.	4.9	\$5,573.75	Revise draft reply brief in further support of anti-SLAPP motion; case law research in support of	Anti-SLAPP
1/23/2025	Wakefield, Tom	2.2	\$2,598.75	Revise anti-SLAPP brief	Anti-SLAPP
1/24/2025	Margo, Benjamin D.	0	\$0.00	Edit draft reply brief in further support of anti-SLAPP motion	Anti-SLAPP
1/24/2025	Baskin, Joshua A.	0.9	\$1,074.94	Revise anti-slapp reply	Anti-SLAPP
1/24/2025	Lombardo, Sophie	0.9	\$578.81	Draft reply to opposition to demurrer	Answer
1/25/2025	Margo, Benjamin D.	0.9	\$1,023.75	Review J. Baskin and T. Wakefield's edits and comments on draft reply in further support of anti-	Anti-SLAPP
1/25/2025	Wakefield, Tom	4.6	\$5,433.75	Revise reply brief and prepare for argument on 2/4	Anti-SLAPP
1/26/2025	Margo, Benjamin D.	3.6	\$4,095.00	Edit reply brief in further support of anti- SLAPP motion; case law research in support	Anti-SLAPP
1/26/2025	Lombardo, Sophie	3	\$1,929.37	Revise draft reply to reflect edits from T.Wakefield and J.Baskin	Anti-SLAPP
1/27/2025	Margo, Benjamin D.	8.3	\$9,441.25	Edit reply briefs in further support of anti- SLAPP motion and demurrer, and associated papers, in	Anti-SLAPP

1/27/2025	Wakefield, Tom	0	\$0.00	Review J. Baskin's edits to reply	Anti-SLAPP
1/27/2025	McNamara, Mariana	4.2	\$2,058.00	Verify and conform citations in anti-SLAPP motion and prepare and review legal history reports of	Anti-SLAPP
1/27/2025	Baskin, Joshua A.	2.1	\$2,508.19	Revise anti-slap and demurrer replies	Anti-SLAPP
1/27/2025	Lombardo, Sophie	0.9	\$578.81	Revise demurrer draft to reflect B.Margo's feedback	Answer
1/27/2025	Lombardo, Sophie	1.6	\$1,029.00	Draft declarations of J.Baskin and B.Margo in further support of reply to plaintiff's anti-	Anti-SLAPP
1/27/2025	Lombardo, Sophie	0	\$0.00	Coordinate with B.Margo on next steps for reply to plaintiff's opposition to demurrer and anti-SLAPP	Anti-SLAPP
1/27/2025	Lombardo, Sophie	0.4	\$257.25	Send draft reply materials for citation check	Anti-SLAPP
1/27/2025	Lombardo, Sophie	0.4	\$257.25	Attend meet and confer regarding materials under seal	Anti-SLAPP
1/27/2025	Lombardo, Sophie	0.3	\$192.94	Coordinate with B.Margo on next steps regarding demurrer draft	Answer
1/27/2025	Lombardo, Sophie	0.4	\$257.25	Draft reply in further support of demurrer	Answer
1/28/2025	Van Horn, Stephanie M.	0	\$0.00	Review factual citations and quotations to non-legal citations in demurrer and prepare legal history reports	Answer
1/28/2025	Wakefield, Tom	0	\$0.00	Oversee finalizing and filing of brief	Anti-SLAPP
1/28/2025	McNamara, Mariana	4.6	\$2,254.00	Verify and conform citations in demurrer and anti-SLAPP motion and prepare tables	Anti-SLAPP
1/28/2025	Baskin, Joshua A.	0.9	\$1,074.94	Finalize anti-slap and demurrer filings	Anti-SLAPP
1/28/2025	Margo, Benjamin D.	6.4	\$7,280.00	Edit and finalize replies in further support of anti-SLAPP motion and demurrer, and associated	Anti-SLAPP
1/28/2025	Lombardo, Sophie	0.4	\$257.25	Draft sealing motion for B.Margo's review	MTS
1/28/2025	Lombardo, Sophie	1.1	\$707.44	Revise reply to plaintiff's opposition to anti-SLAPP	Anti-SLAPP
1/28/2025	Lombardo, Sophie	1.2	\$771.75	Revise reply to plaintiff's opposition to demurrer	Anti-SLAPP
1/28/2025	Lombardo, Sophie	1.7	\$1,093.31	Conduct substantive citation review of reply to anti-SLAPP opposition	Anti-SLAPP
1/28/2025	Lombardo, Sophie	0.6	\$385.87	Coordinate with Office of the Clerk on filing needs	Case Management
1/28/2025	Lombardo, Sophie	0.4	\$257.25	Coordinate with Y.Sheard on drafting exhibits for filing	Case Management
1/28/2025	Lombardo, Sophie	0.7	\$450.19	Coordinate with J.Baskin, T.Wakefield, and B.Margo on outstanding needs for demurrer	Case Management
1/28/2025	Lombardo, Sophie	0.4	\$257.25	Review final draft of reply in further support of demurrer and anti-SLAPP with B.Margo in advance of filing	Anti-SLAPP



1/29/2025	Margo, Benjamin D.	0.6	\$682.50	Finalize filing of reply briefs in further support of anti-SLAPP motion and demurrer (after midnight Eastern Time)	Anti-SLAPP
1/30/2025	Wakefield, Tom	1.7	\$2,008.12	Continue preparing for demurrer/anti-SLAPP argument	Anti-SLAPP
1/30/2025	Lombardo, Sophie	3.9	\$2,508.19	Draft synthesizing document identifying most significant cases to support T.Wakefield	Anti-SLAPP
1/31/2025	Margo, Benjamin D.	0.3	\$341.25	Assist T. Wakefield with oral argument prep for anti-SLAPP motion and demurrer	Anti-SLAPP
1/31/2025	Wakefield, Tom	0.8	\$945.00	Prepare for and join sync with JDG re strategy for hearing	Case Management
1/31/2025	Wakefield, Tom	3.8	\$4,488.75	Prepare for hearing	Anti-SLAPP
1/31/2025	Lombardo, Sophie	1.2	\$771.75	Draft synthesizing document identifying most significant cases to support	Anti-SLAPP
2/1/2025	Wakefield, Tom	4.1	\$4,843.12	Draft argument for and practice arguing demurrer and anti-SLAPP issues, with emphasis on public interest	Anti-SLAPP
2/2/2025	Wakefield, Tom	3.3	\$3,898.12	Draft and practice oral argument for anti- SLAPP motion, focusing on First Amendment and 230	Anti-SLAPP
2/3/2025	Margo, Benjamin D.	0.2	\$227.50	Analyze tentative order on anti-SLAPP motion and demurrer	Anti-SLAPP
2/3/2025	Baskin, Joshua A.	0	\$0.00	Prepare for anti-slapp hearing	Anti-SLAPP
2/3/2025	Margo, Benjamin D.	1.1	\$1,251.25	Assist T. Wakefield with oral argument on anti-SLAPP motion; analyze court's tentative	Anti-SLAPP
2/3/2025	Wakefield, Tom	4.3	\$5,079.37	Read tentative and cases cited therein; moot with J. Baskin; sync re. plan for argument with other defendants; and make final	Anti-SLAPP
2/3/2025	Lombardo, Sophie	0.9	\$578.81	Review filings and collect supporting materials for T.Wakefield in advance of hearing	Anti-SLAPP
2/3/2025	Lombardo, Sophie	0.4	\$257.25	Review tentative order and coordinate with G.Glynn regarding preparation of binders in advance of hearing	Anti-SLAPP
2/3/2025	Lombardo, Sophie	0.4	\$257.25	Attend coordination call with co-defendants in advance of hearing	Case Management
2/3/2025	Vargas, Christopher	0	\$0.00	Retrieve cases	Anti-SLAPP
2/4/2025	Margo, Benjamin D.	1.6	\$1,820.00	Assist T. Wakefield in advance of oral argument; draft proposed order granting anti-SLAPP motion;	Anti-SLAPP
2/4/2025	Baskin, Joshua A.	2.7	\$3,224.81	Attend and win anti-slapp motion; attention to media statements and proposed order	Anti-SLAPP
2/4/2025	Wakefield, Tom	1.9	\$2,244.37	Argue anti-SLAPP motion	Anti-SLAPP
2/4/2025	Lombardo, Sophie	0.8	\$514.50	Conduct legal research on scope of attorney fees and requirements for fee motions upon	Fees
2/4/2025	Lombardo, Sophie	0	\$0.00	Revise proposed order in coordination with B.Margo	Anti-SLAPP

2/4/2025	Lombardo, Sophie	1.4	\$900.37	Attend hearing regarding anti-SLAPP motion	Anti-SLAPP
2/5/2025	Lombardo, Sophie	3.7	\$2,379.56	Conduct legal research regarding scope of recoverable attorney fees and requirements for filing motions upon	Fees
2/5/2025	Margo, Benjamin D.	0.2	\$227.53	Plan anti-SLAPP fees motion	Fees
2/6/2025	Margo, Benjamin D.	0.2	\$227.50	Coordinate motion for attorneys' fees after grant of anti-SLAPP motion, with S.	Fees
2/10/2025	Lombardo, Sophie	0	\$0.00	Coordinate with P.Rucker regarding entry of judgment requirements	Case Management
2/13/2025	Margo, Benjamin D.	0	\$0.00	Communication with J. Baskin and T. Wakefield re anti-SLAPP fees motion	Fees
2/14/2025	Wakefield, Tom	0.2	\$236.25	Begin strategizing for CMC statement	Answer
2/14/2025	Lombardo, Sophie	1.1	\$707.44	Draft Joint Case Management Statement	Answer
2/14/2025	Lombardo, Sophie	0	\$0.00	Research requirements for filing Case Management Statement	Answer
2/18/2025	Lombardo, Sophie	0	\$0.00	Complete and file CM-110 Statement	Answer
2/18/2025	Wakefield, Tom	0.8	\$945.00	Advise on case management statement	Answer
2/19/2025	Lombardo, Sophie	0.6	\$385.87	Conduct legal research regarding requirements related to seeking entry of judgment	Anti-SLAPP
2/19/2025	Lombardo, Sophie	0.4	\$257.25	Prepare Notice of Entry of Judgment or Order and circulate draft with team	Anti-SLAPP
2/19/2025	Wakefield, Tom	0.4	\$472.50	Advise on order and fees motion	Fees
2/20/2025	Lombardo, Sophie	0	\$0.00	Coordinate with J.Baskin on entry of judgment next steps	Anti-SLAPP
2/20/2025	Lombardo, Sophie	2.7	\$1,736.44	Conduct legal research on entry of judgment requirements in San Francisco Superior Court	Anti-SLAPP
2/20/2025	Lombardo, Sophie	0	\$0.00	Research deadlines for filing a motion for attorneys fees upon prevailing in anti-SLAPP motion	Fees
2/20/2025	Lombardo, Sophie	0.9	\$578.81	Draft proposed judgment for dismissal	Anti-SLAPP
2/24/2025	Wakefield, Tom	0.2	\$236.25	Review notice of entry of judgment and deadlines related to same	Anti-SLAPP
2/25/2025	Lombardo, Sophie	0.4	\$257.25	Revise draft proposed judgment in advance of filing	Anti-SLAPP
2/25/2025	Lombardo, Sophie	0.4	\$257.25	Circulate revised proposed judgment to co-defendants for final approval	Anti-SLAPP
2/27/2025	Lombardo, Sophie	0	\$0.00	Conduct final review of proposed judgment before filing.	Anti-SLAPP
3/4/2025	Lombardo, Sophie	0.4	\$257.25	Attend team coordination call regarding fees motion drafting plan	Case Management
3/4/2025	Lombardo, Sophie	0.7	\$450.19	Research fees motion deadline and circulate findings as well as sample fees motions with	Fees
3/4/2025	Wakefield, Tom	0.4	\$472.50	Advise re fees motion	Fees
3/4/2025	Baskin, Joshua A.	0.4	\$477.75	Strategize regrading fees motion	Fees

3/4/2025	Margo, Benjamin D.	1.1	\$1,251.25	Plan motion for attorneys' fees, with T. Wakefield; call with counsel for co- defendant Amazon Web Services	Fees
3/5/2025	Wakefield, Tom	0.4	\$472.50	Confer re strategy for fees	Case Management
3/6/2025	Lombardo, Sophie	4.2	\$2,701.12	Draft fees motion	Fees
3/7/2025	Lombardo, Sophie	2.3	\$1,479.19	Draft motion for attorneys fees	Fees
3/10/2025	Lombardo, Sophie	0.3	\$192.94	Circulate draft fees motion with team and coordinate on next steps	Fees
3/10/2025	Margo, Benjamin D.	0.4	\$455.00	Develop legal arguments for motion for attorneys' fees after successful anti-SLAPP motion to strike;	Fees
3/13/2025	Lombardo, Sophie	0	\$0.00	Synthesize information regarding fee rates	Fees
3/13/2025	Lombardo, Sophie	0.2	\$128.62	Coordinate on obtaining 2024 billing rate data for inclusion in draft fees motion	Fees
3/18/2025	Lombardo, Sophie	0.3	\$192.94	Coordinate with B.Margo on next steps in drafting fees motion	Fees
3/19/2025	Margo, Benjamin D.	0.2	\$227.50	Communication with co-defendants to plan joint motion for attorneys' fees after successful anti-	Fees
3/20/2025	Lombardo, Sophie	0.4	\$257.25	Coordinate with B.Margo on draft fees motion next steps	Fees
3/20/2025	Margo, Benjamin D.	0.6	\$682.50	Revise draft motion for attorneys' fees after successful anti-SLAPP motion to strike; call with S.	Fees
3/21/2025	Margo, Benjamin D.	0.6	\$682.50	Edit draft motion for attorneys' fees after successful anti-SLAPP motion	Fees
3/24/2025	Lombardo, Sophie	5.7	\$3,665.81	Revise fees motion	Fees
3/25/2025	Lombardo, Sophie	0.4	\$257.25	Revise draft fees motion, per B.Margo's guidance	Fees
3/25/2025	Lombardo, Sophie	1.7	\$1,093.31	Draft Baskin Declaration in support of fees motion	Fees
3/25/2025	Lombardo, Sophie	0.2	\$128.62	Correspond with B.Margo regarding fees motion edits and next steps	Fees
3/25/2025	Lombardo, Sophie	0.2	\$128.62	Prepare exhibits for submission with fees motion	Fees
3/25/2025	Margo, Benjamin D.	1.9	\$2,161.25	Draft section of motion for attorneys' fees after successful anti-SLAPP Motion to strike	Fees
3/26/2025	Lombardo, Sophie	0.9	\$578.81	Revise fees motion based on B.Margo's feedback	Fees
3/26/2025	Lombardo, Sophie	1.4	\$900.37	Review billing spreadsheets to support team's strategy in fees motion and circulate	Fees
3/26/2025	Margo, Benjamin D.	1.6	\$1,820.00	Edit draft fees motion and supporting declaration; communication with co-defendants re same; legal research re same	Fees
3/27/2025	Lombardo, Sophie	0.3	\$192.94	Research case law on fees motions involving TROs	Fees
3/27/2025	Lombardo, Sophie	0.4	\$257.25	Research "inextricably intertwined" standard for fees motion	Fees
3/27/2025	Lombardo, Sophie	0.4	\$257.25	Coordinate with B.Margo on proposed revisions	Fees

3/27/2025	Lombardo, Sophie	3.1	\$1,993.69	Revise draft fees motion to reflect B.Margo's edits	Fees
3/27/2025	Margo, Benjamin D.	3.9	\$4,436.25	Draft motion for attorneys' fees after successful anti-SLAPP motion to strike complaint; case law research re	Fees
3/28/2025	Lombardo, Sophie	0.9	\$578.81	Legal research on reasonableness	Fees
3/28/2025	Lombardo, Sophie	0.2	\$128.62	Coordinate with R.Evelyn on fees calculations	Fees
3/28/2025	Lombardo, Sophie	0	\$0.00	Research Local Rules regarding filing requirements	Fees
3/28/2025	Lombardo, Sophie	3.6	\$2,315.25	Revise draft fees motion	Fees
4/1/2025	Lombardo, Sophie	0.9	\$578.81	Revise J.Baskin Declaration	Fees
4/1/2025	Lombardo, Sophie	0.4	\$257.25	Prepare exhibits for fees motion	Fees
4/1/2025	Lombardo, Sophie	0.3	\$192.94	Revise fees motion exhibit citations	Fees
4/1/2025	Margo, Benjamin D.	1.2	\$1,365.00	Edit draft motion for attorneys' fees; calculate actual rates billed to Substack against	Fees
4/2/2025	Lombardo, Sophie	1.7	\$1,093.31	Revise fee motion	Fees
4/2/2025	Lombardo, Sophie	0.6	\$385.87	Coordinate with B.Margo on revisions to fee motion	Fees
4/2/2025	Lombardo, Sophie	0.3	\$192.94	Correspond with B.Margo regarding outstanding fees motion needs	Fees
4/2/2025	Margo, Benjamin D.	1.4	\$1,592.50	Edit declaration in support of motion for attorneys' fees after successful anti-SLAPP motion to strike;	Fees
4/3/2025	Lombardo, Sophie	2.4	\$1,543.50	Revise fees motion and circulate draft with team	Fees
4/3/2025	Margo, Benjamin D.	0.9	\$1,023.75	Edit motion for attorneys' fees; coordinate associated data collection with S. Lombardo; communication with	Fees
4/4/2025	Lombardo, Sophie	0.3	\$192.94	Coordinate with finance regarding billing data	Fees
4/4/2025	Lombardo, Sophie	0.2	\$128.62	Circulate draft fees motion with co-counsel for review	Fees
4/7/2025	Lombardo, Sophie	0.8	\$514.50	Revise fees motion	Fees
4/7/2025	Lombardo, Sophie	0.6	\$385.87	Attend to outstanding needs in advance of filing fees motion	Fees
4/7/2025	Lombardo, Sophie	0.2	\$128.62	Correspond with B.Margo regarding exhibits	Fees
4/7/2025	Margo, Benjamin D.	0.6	\$682.50	Research in support of motion for attorneys' fees after successful anti-SLAPP motion to strike, including	Fees
4/8/2025	Margo, Benjamin D.	0.7	\$796.25	Coordinate with S. Lombardo re the fees exhibit and brief in support of fees motion; coordinate with co-defendants seeking a declaration to show reasonableness of fees	Fees
4/8/2025	Lombardo, Sophie	0.8	\$514.50	Attend to outstanding needs in advance of filing fees motion	Fees

4/8/2025	Lombardo, Sophie	0.2	\$128.62	Revise fees motion	Fees
4/8/2025	Lombardo, Sophie	0.6	\$385.87	Coordinate with B.Margo on outstanding fees motion needs	Fees
4/9/2025	Wakefield, Tom	1.1	\$1,299.37	Revise fees brief	Fees
4/10/2025	Lombardo, Sophie	0.7	\$450.19	Revise fees motion	Fees
4/10/2025	Lombardo, Sophie	0.2	\$128.62	Correspond regarding T.Wakefield's edits	Fees
4/10/2025	Wakefield, Tom	1.9	\$2,244.37	Finish revising fees brief and instruct team on exhibits, etc.	Fees
4/10/2025	Margo, Benjamin D.	0.4	\$455.00	Fact research in support of motion for attorneys' fees after successful anti-SLAPP motion, including	Fees
4/11/2025	Lombardo, Sophie	0.2	\$128.62	Correspond re preparation of fees motion exhibits	Fees
4/11/2025	Lombardo, Sophie	1.3	\$836.06	Correspond re notice of appeal and filing deadlines	Case Management
4/11/2025	Wakefield, Tom	1.1	\$1,299.37	Review NOA papers filed by Blackman and deadlines related to same	Case Management
4/11/2025	Margo, Benjamin D.	0.3	\$341.25	Coordinate filing logistics and procedure for motion for attorneys' fees, with T. Wakefield and S.	Fees
4/14/2025	Lombardo, Sophie	0.2	\$128.62	Correspond re appeal deadlines	Case Management
4/14/2025	Lombardo, Sophie	0.9	\$578.81	Prepare exhibits for fees motion	Fees
4/14/2025	Margo, Benjamin D.	0.3	\$341.25	Coordinate with co-defendants re edits to brief in support of fees motion; coordinate preparation of time	Fees
4/14/2025	Wakefield, Tom	0.6	\$708.75	Begin strategizing re. appeal	Case Management
4/15/2025	Margo, Benjamin D.	2.2	\$2,502.50	Edit draft brief in support of fees motion, as well as supporting declaration, exhibit showing hourly rates of	Fees
4/15/2025	Lombardo, Sophie	0.4	\$257.25	Revise attorney biographies for fees motion and circulate with team	Fees
4/15/2025	Lombardo, Sophie	0.9	\$578.81	Research local rules regarding hearing dates	Fees
4/15/2025	Lombardo, Sophie	0.9	\$578.81	Touchbase with B.Margo on outstanding fees motion needs	Fees
4/15/2025	Lombardo, Sophie	0.9	\$578.81	Revise Baskin Declaration	Fees
4/15/2025	Lombardo, Sophie	1.4	\$900.37	Revise fees motion	Fees
4/15/2025	Lombardo, Sophie	0.6	\$385.87	Coordinate outstanding needs in advance of filing date	Fees
4/15/2025	Lombardo, Sophie	1.4	\$900.37	Prepare exhibits for fees motion	Fees

4/16/2025	Lombardo, Sophie	0.9	\$578.81	Circulate draft motion with co-defendants for review and coordinate on outstanding	Fees
4/16/2025	Lombardo, Sophie	0.6	\$385.87	Revise fees motion	Fees
4/16/2025	Lombardo, Sophie	0.4	\$257.25	Correspond re billing entries	Fees
4/16/2025	Margo, Benjamin D.	0.4	\$455.00	Edit draft brief in support of fees motion; email communications with co-defendants	Fees
4/16/2025	Wakefield, Tom	2.2	\$2,598.75	Make final revisions to fees' motion, revise bio for declaration, and circulate same to client	Fees
4/17/2025	Lombardo, Sophie	0.8	\$514.50	Correspond re final needs on fees motion filing	Fees
4/17/2025	Lombardo, Sophie	0.4	\$257.25	Review record designation and appeal deadlines	Fees
4/17/2025	Lombardo, Sophie	0	\$0.00	Review biography revisions for submission with fee motion	Fees
4/17/2025	Lombardo, Sophie	0	\$0.00	Coordinate on exhibit preparation	Fees
4/17/2025	Lombardo, Sophie	0.6	\$385.87	Research declaration filing requirements in S.F. Superior	Fees
4/17/2025	Lombardo, Sophie	0.2	\$128.62	Revise Baskin Declaration	Fees
4/17/2025	Margo, Benjamin D.	0.8	\$910.12	Edit draft motion for attorneys' fees and supporting documents; call with T.	Fees
	<b>Total Hours &amp; Fees</b>	<b>592.50</b>	<b>\$500,311.41</b>		

# EXHIBIT 3

Date	Name	Billed Hrs	Billed Amt	Narrative	TMLF CATEGORY
9/18/2024	Bal, Colleen	0.4	\$553.00	Attention to demand letter and research;	Pre-Case Filing
9/19/2024	Baskin, Joshua A.	0.4	\$437.50	Strategize regarding response to demand	Pre-Case Filing
9/21/2024	Bal, Colleen	0.3	\$414.75	Correspond re research issues	Pre-Case Filing
9/21/2024	Baskin, Joshua A.	0.8	\$875.00	strategize about response to city attorney	Pre-Case Filing
9/25/2024	Evelyn, Rasheed	0.8	\$399.00	Review correspondence regarding plaintiff's claims, applicable legal defenses, and	Pre-Case Filing
9/25/2024	Evelyn, Rasheed	1.8	\$897.75	Review case law regarding applicability of Section 230 defenses for platforms	Pre-Case Filing
9/26/2024	Evelyn, Rasheed	0.8	\$399.00	Draft preliminary research memo for team and assess further research avenues to	Pre-Case Filing
9/26/2024	Evelyn, Rasheed	3.9	\$1,945.12	Research case law relating to Section 230 defenses for platforms	Pre-Case Filing
9/27/2024	Evelyn, Rasheed	0.6	\$299.25	Draft memo regarding Section 230 immunity and its applicability to the publication of	Pre-Case Filing
9/27/2024	Evelyn, Rasheed	2.4	\$1,197.00	Conduct legal research regarding Section 230 immunity for platforms	Pre-Case Filing
	<b>TOTAL</b>	<b>12.2</b>	<b>\$7,417.37</b>		



# EXHIBIT 4

Date	Name	Billed Hrs	Billed Amt	Narrative	TMLF CATEGORY
10/3/2024	Baskin, Joshua A.	0.4	\$437.50	Correspondence re service	Case Management
10/4/2024	Evelyn, Rasheed	1.2	\$598.50	Research standing requirements for causes of actions in plaintiff's filing to determine viable claims	Case Management
10/4/2024	Evelyn, Rasheed	0.8	\$399.00	Review documents related to plaintiff's filing	Case Management
10/7/2024	Margo, Benjamin D.	0.7	\$728.87	Meet with J. Baskin and client re planned demurrer, response to anonymous nature of complaint, and	Case Management
10/7/2024	Baskin, Joshua A.	0.9	\$984.37	Strategize regarding response to complaint/motion	Case Management
10/7/2024	Vargas, Christopher	0.2	\$65.62	Retrieve case docket and order	Case Management
10/8/2024	Evelyn, Rasheed	1.4	\$698.25	Draft joint stipulated motion related to the extension for responsive pleading	Case Management
10/9/2024	Margo, Benjamin D.	0.9	\$937.12	Communication with J. Baskin re Section 230 issue; edit draft stipulation to extend time to	Case Management
10/9/2024	Evelyn, Rasheed	1.4	\$698.25	Review court rules and CA civil code related to stipulated motions	Case Management
10/9/2024	Evelyn, Rasheed	1.2	\$598.50	Revise draft of joint stipulated motion	Case Management
10/16/2024	Margo, Benjamin D.	1.8	\$1,874.25	Draft letter to San Francisco City Attorney in response to their demand letter; communication with J. Baskin re same	Case Management
10/17/2024	Baskin, Joshua A.	0.4	\$437.50	Discuss strategy with Amazon	Case Management
10/23/2024	Margo, Benjamin D.	0.2	\$208.25	Edit draft stipulation to extend time to move to dismiss	Case Management
10/23/2024	Evelyn, Rasheed	0.9	\$448.87	Revise draft of joint stipulation motion to align with new timeline for the case	Case Management
10/29/2024	Wakefield, Tom	0.3	\$320.25	Revise stipulation to extend time to respond to complaint	Case Management
10/29/2024	Evelyn, Rasheed	0.4	\$199.50	Revise and send draft stipulation to co- counsel	Case Management
10/29/2024	Evelyn, Rasheed	2.7	\$1,346.62	Research co-counsel's background, expertise, and litigation experience to determine how best to	Case Management
10/30/2024	Wakefield, Tom	1.6	\$1,708.00	Prepare for and sync re stipulation and demurrer, and revise same	Case Management
10/30/2024	Wakefield, Tom	0.4	\$427.00	Send update on SF Chronicle article, and consider implications for demurrer	Case Management
10/30/2024	Evelyn, Rasheed	0.8	\$399.00	Meet with team to discuss litigation strategy for the case and delegate research and	Case Management

11/1/2024	Margo, Benjamin D.	0.6	\$624.75	Plan for potential anti-SLAPP motion; call with counsel for co-defendant re same, with T. Wakefield	Case Management
11/1/2024	Wakefield, Tom	0.4	\$427.00	Confer with EFF re strategy	Case Management
11/4/2024	Wakefield, Tom	0.4	\$427.00	Finalize stipulation to extend briefing and confer with same re various lawyers	Case Management
11/4/2024	Evelyn, Rasheed	0.5	\$249.37	Revise and coordinate filing of joint stipulated motion	Case Management
11/5/2024	Margo, Benjamin D.	0.4	\$416.50	Call with T. Wakefield re draft briefing in support of anti-SLAPP motion or demurrer	Case Management
11/5/2024	Wakefield, Tom	0.5	\$533.75	Sync re strategy for demurrer / anti-SLAPP, and correspond with opposing counsel re same	Case Management
11/6/2024	Margo, Benjamin D.	2.3	\$2,394.87	Communication with T. Wakefield re possible anti-SLAPP motion and demurrer; call with T. Wakefield and counsel for co-defendant AWS re same; edit draft	Case Management
11/6/2024	Wakefield, Tom	2.2	\$2,348.50	Prepare for and lead sync with AWS's counsel re strategy	Case Management
11/6/2024	Wakefield, Tom	1.6	\$1,708.00	Draft overview of strategy on motion papers for client	Case Management
11/6/2024	Evelyn, Rasheed	0	\$0.00	Revise and prepare joint stipulated motion for filing	Case Management
11/7/2024	Wakefield, Tom	0.4	\$427.00	Advise on whether to respond to city attorney's letter	Case Management
11/12/2024	Malferrari, Candida R.	0	\$0.00	Review joint stipulation to extend time	Case Management
11/12/2024	Evelyn, Rasheed	0	\$0.00	Work with staff to coordinate remote appearances for attorneys and schedule	Case Management
11/12/2024	Evelyn, Rasheed	0	\$0.00	Meet with J. Baskin, T. Wakefield, and B. Margo to discuss legal strategy for opposing temporary restraining order	Case Management
11/12/2024	Evelyn, Rasheed	0	\$0.00	Work with paralegal staff to revise joint stipulated motion for formatting compliance	Case Management
11/13/2024	Evelyn, Rasheed	0.3	\$149.62	Draft email correspondence to co-counsel on revised joint stipulation	Case Management
11/14/2024	Wakefield, Tom	0.6	\$640.50	Prepare for and sync w/r/t plan for upcoming briefing	Case Management
12/2/2024	Wakefield, Tom	0.9	\$960.75	Sync re strategy for anti-SLAPP and demurrer, and follow up with team/JDG re same	Case Management
12/2/2024	Evelyn, Rasheed	0.4	\$199.50	Review California Rules of Court and SF Superior Local Rules to determine motion and hearing deadlines/requirements	Case Management
12/2/2024	Fritz, Tracy	0	\$0.00	Download cases from briefs	Case Management
12/3/2024	Wakefield, Tom	0.4	\$427.00	Negotiate briefing schedule with opposing counsel and co-defendants	Case Management
12/4/2024	Wakefield, Tom	0.2	\$213.50	Advise on finalizing papers with team and JDG	Case Management
12/5/2024	Wakefield, Tom	0.9	\$960.75	Sync with co-counsel re strategy for SLAPP	Case Management

12/13/2024	Wakefield, Tom	0.3	\$320.25	Review order entering tentative and strategize re briefing schedule	Case Management
12/16/2024	Bal, Colleen	0.2	\$276.50	Confer re status and arguments	Case Management
12/20/2024	Evelyn, Rasheed	0.3	\$149.62	Research rules regarding procedures for rescheduling hearing in SF Superior Court	Case Management
12/23/2024	Wakefield, Tom	0	\$0.00	Review plaintiffs' stipulations and notice of related case	Case Management
12/24/2024	Baskin, Joshua A.	0.8	\$875.12	Argue ex parte regarding hearing dates	Case Management
1/8/2025	Evelyn, Rasheed	0	\$0.00	Confer with case team regarding strategy for upcoming anti-SLAPP and demurrer motions	Case Management
1/8/2025	Wakefield, Tom	0	\$0.00	Prepare for and join strategy meeting re reply brief	Case Management
1/8/2025	Lombardo, Sophie	0.6	\$385.87	Coordinate with R.Evelyn on onboarding tasks and review materials in preparation of	Case Management
1/13/2025	Margo, Benjamin D.	0.4	\$455.00	Plan meet and confer with Plaintiff and co- Defendants re effects of court's sealing order	Case Management
1/15/2025	Lombardo, Sophie	0	\$0.00	Meet with B.Margo to discuss research on response to plaintiff's opposition	Case Management
1/17/2025	Wakefield, Tom	2.4	\$2,835.00	Prepare for and lead call w/r/t arguments in reply	Case Management
1/17/2025	Lombardo, Sophie	0.4	\$257.25	Coordinate with team on reply to plaintiff's opposition	Case Management
1/21/2025	Margo, Benjamin D.	0.2	\$227.50	Communications with T. Wakefield and Plaintiff re Plaintiff's motion to strike his initial oppositions to anti-SLAPP motions and	Case Management
1/22/2025	Lombardo, Sophie	0.4	\$257.25	Attend coordination call with B.Margo regarding draft reply	Case Management
1/22/2025	Baskin, Joshua A.	0.8	\$955.50	Correspondence re journalist	Case Management
1/23/2025	Lombardo, Sophie	0	\$0.00	Attend coordination call with B.Margo to discuss draft revisions	Case Management
1/28/2025	Lombardo, Sophie	0.6	\$385.87	Coordinate with Office of the Clerk on filing needs	Case Management
1/28/2025	Lombardo, Sophie	0.4	\$257.25	Coordinate with Y.Sheard on drafting exhibits for filing	Case Management
1/28/2025	Lombardo, Sophie	0.7	\$450.19	Coordinate with J.Baskin, T.Wakefield, and B.Margo on outstanding needs for demurrer	Case Management
1/31/2025	Wakefield, Tom	0.8	\$945.00	Prepare for and join sync with JDG re strategy for hearing	Case Management
2/3/2025	Lombardo, Sophie	0.4	\$257.25	Attend coordination call with co-defendants in advance of hearing	Case Management
2/10/2025	Lombardo, Sophie	0	\$0.00	Coordinate with P.Rucker regarding entry of judgment requirements	Case Management
3/4/2025	Lombardo, Sophie	0.4	\$257.25	Attend team coordination call regarding fees motion drafting plan	Case Management
3/5/2025	Wakefield, Tom	0.4	\$472.50	Confer re strategy for fees	Case Management

4/11/2025	Lombardo, Sophie	1.3	\$836.06	Correspond re notice of appeal and filing deadlines	Case Management
4/11/2025	Wakefield, Tom	1.1	\$1,299.37	Review NOA papers filed by Blackman and deadlines related to same	Case Management
4/14/2025	Lombardo, Sophie	0.2	\$128.62	Correspond re appeal deadlines	Case Management
4/14/2025	Wakefield, Tom	0.6	\$708.75	Begin strategizing re. appeal	Case Management
	<b>TOTAL</b>	<b>45.3</b>	<b>\$39,616.55</b>		

# EXHIBIT 5

Date	Name	Billed Hrs	Billed Amt	Narrative	TMLF CATEGORY
10/4/2024	Margo, Benjamin D.	0.3	\$312.37	Communications with J. Baskin re possible preliminary injunction motion	Answer
10/4/2024	Baskin, Joshua A.	0.9	\$984.37	Review complaint and strategize regarding potential motion for preliminary injunction	Answer
10/6/2024	Wakefield, Tom	3.9	\$4,163.25	Analyze complaint and arguments for dismissal, including w/r/t striking	Answer
10/6/2024	Evelyn, Rasheed	2.2	\$1,097.25	Draft document and email correspondence regarding standing requirements for plaintiff's cause of action	Answer
10/6/2024	Evelyn, Rasheed	6.1	\$3,042.37	Research standing requirements for plaintiff's causes of action	Answer
10/10/2024	Evelyn, Rasheed	2.3	\$1,147.12	Research case law that relates to Section 230 as an affirmative defense to plaintiff's	Answer
10/14/2024	Evelyn, Rasheed	2.9	\$1,446.37	Complete research on Section 230 affirmative defenses relating to plaintiff's claims	Answer
11/5/2024	Wakefield, Tom	1.1	\$1,174.25	Finish briefing portions of demurrer	Answer
11/5/2024	Evelyn, Rasheed	0	\$0.00	Begin draft of background section for upcoming demurrer	Answer
11/5/2024	Evelyn, Rasheed	0	\$0.00	Review draft of argument section for motion to dismiss and provide feedback for team	Answer
11/6/2024	Evelyn, Rasheed	2	\$997.50	Draft background section of demurrer	Answer
11/7/2024	Wakefield, Tom	1.1	\$1,174.25	Continue drafting demurrer	Answer
11/11/2024	Evelyn, Rasheed	1.5	\$748.12	Draft background section of motion to dismiss for team review	Answer
11/14/2024	Evelyn, Rasheed	0.5	\$249.37	Meet with team to discuss assignments for draft demurrer	Answer
11/19/2024	Evelyn, Rasheed	0.3	\$149.62	Meet and confer with team to discuss draft of demurrer	Answer
11/22/2024	Margo, Benjamin D.	0.2	\$208.25	Prepare for demurrer, in coordination with J. Baskin and T. Wakefield	Answer
12/2/2024	Margo, Benjamin D.	1.1	\$1,145.37	Meet and confer with Plaintiff's counsel re planned demurrer; prepare demurrer	Answer
12/4/2024	Margo, Benjamin D.	0.4	\$416.50	Adapt anti-SLAPP motion into draft demurrer	Answer
12/5/2024	Baskin, Joshua A.	2.1	\$2,296.87	Revise demurrer and supporting papers	Answer
1/24/2025	Lombardo, Sophie	0.9	\$578.81	Draft reply to opposition to demurrer	Answer
1/27/2025	Lombardo, Sophie	0.9	\$578.81	Revise demurrer draft to reflect B.Margo's feedback	Answer
1/27/2025	Lombardo, Sophie	0.3	\$192.94	Coordinate with B.Margo on next steps regarding demurrer draft	Answer
1/27/2025	Lombardo, Sophie	0.4	\$257.25	Draft reply in further support of demurrer	Answer

1/28/2025	Van Horn, Stephanie M.	0	\$0.00	Review factual citations and quotations to non-legal citations in demurrer and prepare legal history reports	Answer
2/14/2025	Wakefield, Tom	0.2	\$236.25	Begin strategizing for CMC statement	Answer
2/14/2025	Lombardo, Sophie	1.1	\$707.44	Draft Joint Case Management Statement	Answer
2/14/2025	Lombardo, Sophie	0	\$0.00	Research requirements for filing Case Management Statement	Answer
2/18/2025	Lombardo, Sophie	0	\$0.00	Complete and file CM-110 Statement	Answer
2/18/2025	Wakefield, Tom	0.8	\$945.00	Advise on case management statement	Answer
	<b>TOTAL</b>	<b>33.5 hours</b>	<b>\$24,249.70</b>		



# EXHIBIT 6

Date	Name	Billed Hrs	Billed Amt	Narrative	TMLF CATEGORY
10/7/2024	Wakefield, Tom	1.9	\$2,028.25	Send analysis/research of Blackman's chances of proceeding pseudonymously, and	Doe
10/7/2024	Evelyn, Rasheed	0.4	\$199.50	Draft email memo on pseudonymous filing research	Doe
10/7/2024	Evelyn, Rasheed	3.2	\$1,596.00	Conduct research on pseudonymous filing and whether there is preemption for third-	Doe
10/7/2024	Evelyn, Rasheed	1.4	\$698.25	Conduct follow-up research on requirements for pseudonymous filing	Doe
10/8/2024	Evelyn, Rasheed	2.3	\$1,147.12	Research requirements for pseudonymous filings with prior disclosure of sensitive	Doe
10/8/2024	Evelyn, Rasheed	1.1	\$548.62	Review precedent filings for stipulated motions	Doe
10/9/2024	Wakefield, Tom	1.2	\$1,281.00	Continue researching, and begin drafting, argument that plaintiffs proceeded improperly by not seeking leave to sue anonymously	Doe
10/11/2024	Wakefield, Tom	2.8	\$2,989.00	Research cases in which parties sought to proceed anonymously in litigation involving already-published	Doe
10/14/2024	Evelyn, Rasheed	0.7	\$349.12	Draft email memo and research chart regarding pseudonymous filings and Section 230 affirmative defenses	Doe
10/15/2024	Evelyn, Rasheed	0.4	\$199.50	Devise chart detailing filing deadlines based on court rules in coordination with calendaring department	Doe
11/1/2024	Wakefield, Tom	3.3	\$3,522.75	Finish drafting pseudonym portion of briefing	Doe
11/13/2024	Wakefield, Tom	0.3	\$320.25	Confer re opposition to Doe motion	Doe
11/14/2024	Wakefield, Tom	1.3	\$1,387.75	Read, summarize, and begin drafting opposition to Doe's motion to proceed anonymously	Doe
11/14/2024	Evelyn, Rasheed	1.4	\$698.25	Revise background section in support of opposition to motion to proceed anonymous	Doe
11/14/2024	Evelyn, Rasheed	0.6	\$299.25	Research statistics surrounding gender abuse in the technology industry in support of	Doe
11/14/2024	Margo, Benjamin D.	1.7	\$1,770.12	Plan letter brief to Court of Appeal to request publication of Nelson v. Bridgers in support of Anti-SLAPP motion. with T. Wakefield (1 hour): review	Doe
11/15/2024	Wakefield, Tom	1.1	\$1,174.25	Draft opposition to motion to proceed anonymously	Doe
11/17/2024	Wakefield, Tom	7.1	\$7,579.25	Continue researching and drafting opposition to Doe motion	Doe
11/18/2024	Wakefield, Tom	4.8	\$5,124.00	Draft sections of anonymity briefing w/r/t prejudice to plaintiffs and to the public interest	Doe
11/19/2024	Wakefield, Tom	4.1	\$4,376.75	Draft portions of opposition brief w/r/t background, legal standard, and procedural history	Doe

11/20/2024	Margo, Benjamin D.	3.9	\$4,060.87	Draft section of opposition brief to Plaintiff's motion to proceed anonymously; edit draft	Doe
11/20/2024	Wakefield, Tom	0	\$0.00	Draft introduction to opposition to pseudonym motion, and revise sections drafted by B. Margo	Doe
11/20/2024	Evelyn, Rasheed	1.2	\$598.50	Review draft of opposition to plaintiff's motion to file pseudonymously	Doe
11/21/2024	Baskin, Joshua A.	2.3	\$2,515.62	Revise opposition to motion to proceed anonymously	Doe
11/21/2024	Wakefield, Tom	0	\$0.00	Revise opposition to Doe motion in keeping with J. Baskin's comments	Doe
11/21/2024	Evelyn, Rasheed	1	\$498.75	Research case law to use as persuasive authority in support of opposition to plaintiff's motion to file	Doe
11/22/2024	Baskin, Joshua A.	1.1	\$1,203.12	Edit opposition to motion to proceed anonymously	Doe
11/22/2024	Wakefield, Tom	2.4	\$2,562.00	Finalize first draft of pseudonym opposition, including by responding to team comments,	Doe
11/22/2024	Evelyn, Rasheed	2.8	\$1,396.50	Research case law to use as persuasive authority in support of opposition to plaintiff's motion to file	Doe
11/24/2024	Evelyn, Rasheed	5.2	\$2,593.50	Research case law to use as persuasive authority in support of opposition to plaintiff's motion to file	Doe
11/25/2024	Evelyn, Rasheed	1.9	\$947.62	Draft declaration in support of opposition motion contesting plaintiff's request to file pseudonymously	Doe
11/26/2024	Wakefield, Tom	2	\$2,135.00	Oversee finalization of opposition papers	Doe
11/26/2024	Evelyn, Rasheed	0	\$0.00	Draft motion to seal and declaration in support of opposition motion	Doe
11/26/2024	McNamara, Mariana	4.1	\$1,829.62	Verify and conform citations in opposition to motion to proceed with fictitious name	Doe
11/26/2024	Baskin, Joshua A.	2.2	\$2,406.25	Revise opposition to motion to proceed anonymously	Doe
11/27/2024	Wakefield, Tom	4.4	\$4,697.00	Revise brief to incorporate final edits, review sealing motion and associated papers, and edit declarations	Doe
11/27/2024	Evelyn, Rasheed	2.7	\$1,346.62	Revise draft opposition and declaration to contest plaintiff's motion for pseudonymity	Doe
11/27/2024	Evelyn, Rasheed	0	\$0.00	Meet and confer with team to discuss revisions to opposition motion	Doe
11/27/2024	Evelyn, Rasheed	0.9	\$448.87	Compile exhibits in support of opposition motion to plaintiff's request for pseudonymity	Doe
11/27/2024	Evelyn, Rasheed	1	\$498.75	Review case law in support of opposition motion to plaintiff's request to file pseudonymously	Doe
11/27/2024	McNamara, Mariana	3.4	\$1,517.25	Review, edit and finalize opposition to motion to proceed with fictitious name and supporting documents in preparation for filing	Doe
12/3/2024	Wakefield, Tom	1.6	\$1,708.00	Begin preparing for hearing on Doe motion	Doe
12/5/2024	Wakefield, Tom	1.1	\$1,174.25	Read reply in support of Doe motion and make notes on counter-arguments to same	Doe
12/6/2024	Wakefield, Tom	1.2	\$1,281.00	Read cases cited in plaintiff's reply brief	Doe

12/6/2024	Gutierrez, Tanya	0	\$0.00	Pull all the cases cited in the attached brief - 13 cases	Doe
12/7/2024	Wakefield, Tom	2.1	\$2,241.75	Continue reading cases cited in briefing and preparing talking points for Doe hearing	Doe
12/8/2024	Wakefield, Tom	4.1	\$4,376.75	Draft notes on distinguishing features of plaintiff's cases and begin drafting opening	Doe
12/9/2024	Wakefield, Tom	0.6	\$640.50	Continue preparing talking points for hearing	Doe
12/10/2024	Evelyn, Rasheed	0.4	\$199.50	Research procedures for contesting court's tentative ruling on a motion	Doe
12/11/2024	Baskin, Joshua A.	1.9	\$2,078.12	Prepare for argument on motion to proceed as a Doe	Doe
12/11/2024	Wakefield, Tom	3.2	\$3,416.00	Read tentative, prepare talking points for hearing, and moot hearing with J. Baskin	Doe
12/11/2024	Margo, Benjamin D.	1.3	\$1,353.62	Review tentative order on Plaintiff's motion to proceed as a John Doe; prepare for hearing re same; prepare for	Doe
12/12/2024	Baskin, Joshua A.	0	\$0.00	Attend hearing on motion to proceed as a Doe	Doe
12/12/2024	Wakefield, Tom	2.3	\$2,455.25	Prepare for and argue Doe motion before J. Quinn	Doe
12/12/2024	Evelyn, Rasheed	0	\$0.00	Attend hearing on Plaintiff's Motion to Proceed Under A Fictitious Name	Doe
	<b>TOTAL</b>	<b>103.4</b>	<b>\$89,469.56</b>		

# EXHIBIT 7

Date	Name	Billed Hrs	Billed Amt	Narrative	TMLF CATEGORY
11/12/2024	Wakefield, Tom	8	\$8,540.00	Research, devise strategy for, sync re and draft opposition to plaintiff's TRO	TRO
11/12/2024	Margo, Benjamin D.	6	\$6,247.50	Analyze TRO motion filed by Plaintiff, in coordination with J. Baskin, T. Wakefield, and R. Evelyn; draft	TRO
11/12/2024	Baskin, Joshua A.	3.1	\$3,390.62	Revise opposition to TRO	TRO
11/12/2024	Evelyn, Rasheed	3.6	\$1,795.50	Research irreparable harm standard for temporary restraining orders; analyze interplay between	TRO
11/12/2024	Evelyn, Rasheed	0	\$0.00	Assist attorneys in revising draft opposition motion and complete cite checks for attorneys	TRO
11/12/2024	McNamara, Mariana	4.4	\$1,963.50	Verify and conform citations in opposition to application for order to show cause and	TRO
11/12/2024	McNamara, Mariana	0.5	\$223.12	Draft case pleading template	TRO
11/13/2024	Fritz, Tracy	0	\$0.00	Extract and download cases from brief	TRO
11/13/2024	Margo, Benjamin	3.8	\$3,956.75	Edit draft opposition to Plaintiff's TRO motion, in	TRO
11/13/2024	Evelyn, Rasheed	0.3	\$149.62	Work with team to moot hearing on temporary restraining order	TRO
11/13/2024	Evelyn, Rasheed	0.6	\$299.25	Review and complete final revisions of opposition to temporary restraining order	TRO
11/13/2024	Wakefield, Tom	4.7	\$5,017.25	Prepare for and argue opposition to TRO	TRO
	<b>TOTAL</b>	<b>35</b>	<b>\$31,583.11</b>		

# EXHIBIT 8

Date	Name	Billed Hrs	Billed Amt	Narrative	TMLF CATEGORY
11/12/2024	Evelyn, Rasheed	0.9	\$448.87	Research procedure for filing motions under conditional seal	MTS
11/22/2024	Evelyn, Rasheed	0.9	\$448.87	Research procedure for filings briefs under seal in state court	MTS
11/25/2024	Wakefield, Tom	2.6	\$2,775.50	Advise on sealing declaration, review/respond to JDG's additional comments, and send client update with redline showing today's changes	MTS
11/25/2024	Evelyn, Rasheed	1.6	\$798.00	Research procedure for filing opposition motion conditionally under seal	MTS
11/27/2024	Evelyn, Rasheed	3.6	\$1,795.50	Draft motion to seal, declaration, and proposed order in support of opposition	MTS
12/13/2024	Baskin, Joshua A.	0	\$0.00	Attention to sealing issues; reply ISO motion to seal	MTS
12/13/2024	Evelyn, Rasheed	0.9	\$448.87	Draft Reply for Motion to Seal in support of Opposition to Plaintiff's Request to Proceed	MTS
12/13/2024	Evelyn, Rasheed	1.3	\$648.37	Research case law in support of Reply for Motion to Seal	MTS
12/16/2024	Baskin, Joshua A.	0.9	\$984.37	Correspondence regarding motion to seal	MTS
12/16/2024	Wakefield, Tom	0	\$0.00	Discuss strategy for briefing schedule w/r/t sealing	MTS
12/17/2024	Baskin,	0	\$0.00	Correspondence on motions to seal and	MTS
12/17/2024	Evelyn, Rasheed	0	\$0.00	Strategize with team regarding Plaintiff's response to Motions to Seal	MTS
12/18/2024	Evelyn, Rasheed	0	\$0.00	Review joint stipulation regarding motions to seal	MTS
12/18/2024	Wakefield, Tom	0.5	\$533.75	Draft stipulation w/r/t briefing on merits and sealing, and review recent filings	MTS
12/19/2024	Baskin, Joshua A.	0.4	\$437.50	Attention to sealing issues and case schedule	MTS
12/20/2024	Wakefield, Tom	0	\$0.00	Review court's order re sealing motions and briefing schedule, and confer with team re	MTS
12/26/2024	Evelyn, Rasheed	0.3	\$149.62	Draft Notice of Joinder in support of opposition to plaintiff's motion to seal	MTS
12/27/2024	Baskin, Joshua A.	0	\$0.00	Revise reply in support of motion to seal	MTS
12/27/2024	Wakefield, Tom	0	\$0.00	Review sealing replies filed by the parties	MTS
1/2/2025	Evelyn, Rasheed	0	\$0.00	Review filings in preparation for hearing on motions to seal	MTS
1/3/2025	Baskin, Joshua A.	0.4	\$477.75	Review tentative orders on motions to seal	MTS
1/3/2025	Wakefield, Tom	0.4	\$472.50	Review tentatives re sealing and weigh in on whether to contest	MTS
1/3/2025	Evelyn, Rasheed	0	\$0.00	Review court's tentative order related to plaintiff's motion to seal	MTS



1/6/2025	Evelyn, Rasheed	0	\$0.00	Confer with J. Baskin regarding follow-up actions required to comply with plaintiff's	MTS
1/28/2025	Lombardo, Sophie	0.4	\$257.25	Draft sealing motion for B.Margo's review	MTS
	<b>TOTAL</b>	<b>15.1</b>	<b>\$10,676.72</b>		

# EXHIBIT 9

Date	Name	Billed Hrs	Billed Amt	Narrative	TMLF CATEGORY
10/11/2024	Wakefield, Tom	3.1	\$3,309.25	Research unfavorable caselaw under order to head off arguments in briefing	Unrelated
11/13/2024	Evelyn, Rasheed	1.9	\$947.62	Research deadline and civil procedure for requesting publication of an unpublished opinion; research	Unrelated
11/14/2024	Evelyn, Rasheed	0.7	\$349.12	Draft memo on the process for filing a Request for Publication	Unrelated
11/15/2024	Evelyn, Rasheed	2.9	\$1,446.37	Draft Request for Publication letter for Nelson v. Bridgers opinion	Unrelated
11/15/2024	Evelyn, Rasheed	1	\$498.75	Research deadlines for Requesting Publication of Unpublished Opinions under California	Unrelated
11/15/2024	Margo, Benjamin D.	0.6	\$624.75	Outline letter to Court of Appeal requesting publication of Nelson v. Bridgers in support of Anti-	Unrelated
11/17/2024	Margo, Benjamin D.	0.6	\$624.75	Edit draft letter brief re publication of Nelson v. Bridgers, in support of Anti-SLAPP	Unrelated
11/18/2024	Margo, Benjamin D.	2.8	\$2,915.50	Edit and prepare for filing letter brief to California Court of Appeal requesting publication of Nelson v. Bridgers opinion in support of Anti-SLAPP motion. in	Unrelated
11/18/2024	Evelyn, Rasheed	1.5	\$748.12	Revise draft of Request for Publication	Unrelated
11/18/2024	Wakefield, Tom	1.1	\$1,174.25	Revise letter seeking publication of Nelson v. Bridgers	Unrelated
11/19/2024	Wakefield, Tom	0.3	\$320.25	Oversee filing of letter brief re publication of Bridgers case	Unrelated
11/19/2024	Evelyn, Rasheed	1.5	\$748.12	Revise and file Request for Publication in support of upcoming opposition motion	Unrelated
11/19/2024	Evelyn, Rasheed	1	\$498.75	Research civil procedure for filing Request for Publication of unpublished case	Unrelated
11/19/2024	McNamara, Mariana	0.5	\$223.29	Review and edit publication letter	Unrelated
12/16/2024	Wakefield, Tom	0	\$0.00	Review papers filed by First Amendment Coalition & FIRE	Unrelated
12/31/2024	Wakefield, Tom	0	\$0.00	Review/revise opposition to notice of related case	Unrelated
	<b>TOTAL</b>	<b>19.5</b>	<b>\$14,428.89</b>		

# EXHIBIT 10

Date	Name	Billed Hrs	Billed Amt	Narrative	TMLF CATEGORY
10/10/2024	Wakefield, Tom	1.6	\$1,708.00	Continue drafting argument re striking complaint for violating CA law	Anti-SLAPP
10/10/2024	Margo, Benjamin D.	0.6	\$624.75	Legal research on potential anti-SLAPP motion	Anti-SLAPP
10/14/2024	Evelyn, Rasheed	1.7	\$847.87	Complete research on pseudonymous filing requirements based on public disclosure of	Anti-SLAPP
10/21/2024	Evelyn, Rasheed	3.3	\$1,645.87	Research case law surrounding standard for anti-SLAPP motions, including the definition of "matters	Anti-SLAPP
10/21/2024	Wakefield, Tom	0.4	\$427.00	Analyze research into whether to file anti-SLAPP motion	Anti-SLAPP
10/22/2024	Evelyn, Rasheed	3.4	\$1,695.75	Conduct research and draft memo on public interest standard for anti-SLAPP motions	Anti-SLAPP
10/30/2024	Evelyn, Rasheed	1.4	\$698.25	Research links between domestic violence disputes and matters of public concern	Anti-SLAPP
10/30/2024	Margo, Benjamin D.	1.2	\$1,249.58	Plan for potential demurrer and/or anti- SLAPP motions; call with T. Wakefield and R.	Anti-SLAPP
10/31/2024	Wakefield, Tom	2.8	\$2,989.00	Analyze merits of an anti-SLAPP motion, and consider sequencing of demurrer and anti- SLAPP	Anti-SLAPP
10/31/2024	Evelyn, Rasheed	0.9	\$448.87	Research effect of filing anti-SLAPP motion on discovery	Anti-SLAPP
11/1/2024	Evelyn, Rasheed	0.9	\$448.87	Research on the impact of filing deadline for demurrer based on the filing of an anti-	Anti-SLAPP
11/4/2024	Wakefield, Tom	1.1	\$1,174.25	Research cases for the proposition that one cannot suppress, or anonymize, speech that has already	Anti-SLAPP
11/4/2024	Evelyn, Rasheed	3	\$1,496.25	Research case law concerning the intellectual property exception for Section 230	Anti-SLAPP
11/4/2024	Evelyn, Rasheed	0	\$0.00	Research case law where Section 230 and first amendment defenses are incorporated into anti-SLAPP motions	Anti-SLAPP
11/5/2024	Evelyn, Rasheed	0.7	\$349.12	Research case law to determine whether domestic violence can be considered a	Anti-SLAPP
11/6/2024	Wakefield, Tom	3	\$3,202.50	Research grounds for First Amendment defense and "public issues" under SLAPP	Anti-SLAPP
11/6/2024	Evelyn, Rasheed	1.8	\$897.75	Research case law to determine whether domestic violence issues are considered public matters of	Anti-SLAPP
11/7/2024	Margo, Benjamin D.	2.2	\$2,290.75	Legal research re anti-SLAPP, with R. Evelyn; draft portion of anti-SLAPP brief	Anti-SLAPP
11/7/2024	Evelyn, Rasheed	3.5	\$1,745.62	Research the application of intellectual property exception within Section 230 to	Anti-SLAPP
11/8/2024	Wakefield, Tom	3.1	\$3,309.25	Continue drafting anti-SLAPP briefing, and sync with B. Margo on progress with briefing, research, etc.	Anti-SLAPP

11/8/2024	Wakefield, Tom	1.3	\$1,387.75	Analyze research into potential applicability of (e)(4) of anti-SLAPP statute, and advise client re same	Anti-SLAPP
11/8/2024	Margo, Benjamin D.	0.6	\$624.75	Prepare Anti-SLAPP motion; call with T. Wakefield re same	Anti-SLAPP
11/10/2024	Margo, Benjamin D.	0.5	\$520.62	Draft anti-SLAPP motion	Anti-SLAPP
11/10/2024	Wakefield, Tom	1.9	\$2,028.25	Continue researching/drafting anti-SLAPP brief, including section re public forums	Anti-SLAPP
11/11/2024	Wakefield, Tom	1.3	\$1,387.75	Research and draft portions of anti-SLAPP brief	Anti-SLAPP
11/18/2024	Evelyn, Rasheed	0.4	\$199.50	Research case law relating to protections for speech concerning domestic violence under California's	Anti-SLAPP
11/19/2024	Wakefield, Tom	0.4	\$427.00	Sync re First Amendment argument for anti- SLAPP	Anti-SLAPP
11/19/2024	Wakefield, Tom	0.4	\$427.00	Research whether arrest records constitute "sensitive and highly personal matters"	Anti-SLAPP
11/19/2024	Margo, Benjamin D.	3.5	\$3,644.37	Draft First Amendment section of Anti-SLAPP brief; legal research re same; call with T.	Anti-SLAPP
11/21/2024	Margo, Benjamin D.	1.8	\$1,874.25	Draft Anti-SLAPP motion	Anti-SLAPP
11/26/2024	Margo, Benjamin D.	3.7	\$3,852.62	Draft anti-SLAPP motion	Anti-SLAPP
11/27/2024	Margo, Benjamin D.	2.3	\$2,394.87	Plan meet and confer regarding planned demurrer (.3 hours); draft Anti-SLAPP motion (2 hours)	Anti-SLAPP
11/29/2024	Margo, Benjamin D.	2.3	\$2,394.87	Draft Anti-SLAPP motion	Anti-SLAPP
11/30/2024	Margo, Benjamin D.	1.1	\$1,145.37	Draft anti-SLAPP motion	Anti-SLAPP
12/1/2024	Margo, Benjamin D.	1.7	\$1,770.12	Edit draft Anti-SLAPP motion	Anti-SLAPP
12/2/2024	Margo, Benjamin D.	0.9	\$937.12	Draft anti-SLAPP motion	Anti-SLAPP
12/3/2024	Margo,	5.1	\$5,310.37	Draft Anti-SLAPP motion; legal research re	Anti-SLAPP
12/3/2024	Wakefield, Tom	1.3	\$1,387.75	Revise anti-SLAPP motion	Anti-SLAPP
12/3/2024	Evelyn, Rasheed	1.4	\$698.25	Research case law connecting national security concerns to matters of public	Anti-SLAPP
12/3/2024	Evelyn, Rasheed	0.5	\$249.37	Research case law to support Section 230 defense to plaintiff's claims in anti-SLAPP and demurrer motions	Anti-SLAPP
12/3/2024	Evelyn, Rasheed	0.9	\$448.87	Draft anti-SLAPP and demurrer motions	Anti-SLAPP
12/3/2024	Evelyn, Rasheed	0.5	\$249.37	Research filing requirements and supporting papers needed for demurrer and anti-SLAPP motions	Anti-SLAPP
12/4/2024	Baskin, Joshua A.	3.4	\$3,718.75	Revise anti-slapp motion and supporting papers	Anti-SLAPP
12/4/2024	Evelyn, Rasheed	2.1	\$1,047.37	Draft supporting documents for anti-SLAPP, demurrer and sealing motions	Anti-SLAPP
12/5/2024	Margo, Benjamin D.	5.1	\$5,310.37	Revise draft Anti-SLAPP motion and demurrer, with ancillary documents including draft declaration, in	Anti-SLAPP

12/5/2024	Evelyn, Rasheed	2.1	\$1,047.37	Revise drafts of supporting documents for demurrer and anti-SLAPP motions	Anti-SLAPP
12/5/2024	Evelyn, Rasheed	0.7	\$349.12	Review declaration for conformity with co- defendants' assertions and arguments	Anti-SLAPP
12/6/2024	Wakefield, Tom	0.9	\$960.75	Review final SLAPP and demurrer papers before filing	Anti-SLAPP
12/6/2024	Margo, Benjamin D.	1.4	\$1,457.75	Finalize and file Anti-SLAPP motion, demurrer, declaration in support of both motions, and sealing	Anti-SLAPP
12/6/2024	Baskin, Joshua A.	0.9	\$984.37	Final review of anti-slapp motion and demurrer	Anti-SLAPP
12/6/2024	Evelyn, Rasheed	1.7	\$847.87	Revise drafts of anti-SLAPP, demurrer and joinder motions including supporting	Anti-SLAPP
12/6/2024	McNamara, Mariana	8.3	\$3,703.87	Verify and conform citations in demurrer and anti-SLAPP motion and prepare supporting documents for same	Anti-SLAPP
12/20/2024	Evelyn, Rasheed	0.7	\$349.12	Revise prior demurrer and anti-SLAPP pleadings to reflect parties' revised	Anti-SLAPP
12/21/2024	Wakefield, Tom	1.7	\$1,814.75	Review Blackman's oppositions to demurrer and anti-SLAPP briefs, and get team started on replies to same	Anti-SLAPP
12/22/2024	Evelyn, Rasheed	3.1	\$1,546.12	Draft memo in support of reply brief for demurrer and anti-SLAPP motions	Anti-SLAPP
12/23/2024	Margo, Benjamin D.	4.8	\$4,998.00	Draft reply in further support of anti-SLAPP motion; case law research in support of	Anti-SLAPP
12/23/2024	Evelyn, Rasheed	2.8	\$1,396.50	Draft memo in support of reply brief for demurrer and anti-SLAPP motions	Anti-SLAPP
12/24/2024	Margo, Benjamin D.	0.4	\$416.50	Draft reply brief in further support of anti- SLAPP motion	Anti-SLAPP
12/26/2024	Margo, Benjamin D.	0.3	\$312.37	Plan reply in further support of anti-SLAPP motion; communication with J. Baskin re same	Anti-SLAPP
1/12/2025	Lombardo, Sophie	2.4	\$1,543.50	Draft document summarizing all authorities cited in plaintiff's opposition to anti-SLAPP motion	Anti-SLAPP
1/13/2025	Lombardo, Sophie	7.6	\$4,887.75	Draft document summarizing all authorities cited in plaintiff's opposition to anti-SLAPP motion	Anti-SLAPP
1/14/2025	Lombardo, Sophie	0.4	\$257.25	Draft document summarizing all authorities cited in plaintiff's opposition to anti-SLAPP motion	Anti-SLAPP
1/14/2025	Wakefield, Tom	0	\$0.00	Read opposition and begin strategizing re arguments in reply brief	Anti-SLAPP
1/15/2025	Lombardo, Sophie	0	\$0.00	Review plaintiff's opposition to Substack's anti-SLAPP motion	Anti-SLAPP
1/15/2025	Lombardo, Sophie	6.3	\$4,051.69	Draft document summarizing all authorities cited in plaintiff's opposition to anti-SLAPP motion	Anti-SLAPP
1/15/2025	Margo, Benjamin D.	0.4	\$455.00	Call with S. Lombardo re opposition briefs and planning reply brief in further support of anti-SLAPP motion	Anti-SLAPP
1/16/2025	Fritz, Tracy	0	\$0.00	Download cases from briefs and send as PDF's	Anti-SLAPP
1/16/2025	Wakefield, Tom	0	\$0.00	Advise on arguments for reply	Anti-SLAPP
1/16/2025	Margo, Benjamin D.	0.4	\$455.00	Draft outline for reply in further support of anti-SLAPP motion and demurrer; case law research in support of	Anti-SLAPP

1/17/2025	Baskin, Joshua A.	1.8	\$2,149.87	Review oppositions to SLAPP and demurrer and strategize regarding replies	Anti-SLAPP
1/17/2025	Margo, Benjamin D.	0.8	\$910.00	Plan reply briefs in further support of anti- SLAPP motion and demurrer, with J. Baskin,	Anti-SLAPP
1/17/2025	Lombardo, Sophie	2.4	\$1,543.51	Draft outline and initial draft of reply to plaintiff's opposition	Anti-SLAPP
1/18/2025	Wakefield, Tom	3.8	\$4,488.75	Read new cases cited in opp'ns to prepare reply and for argument	Anti-SLAPP
1/19/2025	Wakefield, Tom	3.4	\$4,016.25	Continue reading cases cited in opposition and drafting thoughts for reply	Anti-SLAPP
1/19/2025	Lombardo, Sophie	1.1	\$707.44	Draft reply to plaintiff's opposition	Anti-SLAPP
1/21/2025	Wakefield, Tom	0	\$0.00	Review progress on reply briefs and research related to same, and read ex parte papers re	Anti-SLAPP
1/22/2025	Lombardo, Sophie	6.4	\$4,116.00	Draft reply to plaintiff's opposition	Anti-SLAPP
1/22/2025	Margo, Benjamin D.	5.9	\$6,711.25	Draft reply brief in further support of anti- SLAPP motion; case law research in support	Anti-SLAPP
1/23/2025	Lombardo, Sophie	0.9	\$578.81	Incorporate first round of edits to draft reply	Anti-SLAPP
1/23/2025	Margo, Benjamin D.	4.9	\$5,573.75	Revise draft reply brief in further support of anti-SLAPP motion; case law research in support of	Anti-SLAPP
1/23/2025	Wakefield, Tom	2.2	\$2,598.75	Revise anti-SLAPP brief	Anti-SLAPP
1/24/2025	Margo, Benjamin D.	0	\$0.00	Edit draft reply brief in further support of anti-SLAPP motion	Anti-SLAPP
1/24/2025	Baskin, Joshua A.	0.9	\$1,074.94	Revise anti-slapp reply	Anti-SLAPP
1/25/2025	Margo, Benjamin D.	0.9	\$1,023.75	Review J. Baskin and T. Wakefield's edits and comments on draft reply in further support of anti-SLAPP motion;	Anti-SLAPP
1/25/2025	Wakefield, Tom	4.6	\$5,433.75	Revise reply brief and prepare for argument on 2/4	Anti-SLAPP
1/26/2025	Margo, Benjamin D.	3.6	\$4,095.00	Edit reply brief in further support of anti- SLAPP motion; case law research in support	Anti-SLAPP
1/26/2025	Lombardo, Sophie	3	\$1,929.37	Revise draft reply to reflect edits from T.Wakefield and J.Baskin	Anti-SLAPP
1/27/2025	Margo, Benjamin D.	8.3	\$9,441.25	Edit reply briefs in further support of anti- SLAPP motion and demurrer, and associated papers, in	Anti-SLAPP
1/27/2025	Wakefield, Tom	0	\$0.00	Review J. Baskin's edits to reply	Anti-SLAPP
1/27/2025	McNamara, Mariana	4.2	\$2,058.00	Verify and conform citations in anti-SLAPP motion and prepare and review legal history reports of	Anti-SLAPP
1/27/2025	Baskin, Joshua A.	2.1	\$2,508.19	Revise anti-slapp and demurrer replies	Anti-SLAPP
1/27/2025	Lombardo, Sophie	1.6	\$1,029.00	Draft declarations of J.Baskin and B.Margo in further support of reply to plaintiff's anti-	Anti-SLAPP



1/27/2025	Lombardo, Sophie	0	\$0.00	Coordinate with B.Margo on next steps for reply to plaintiff's opposition to demurrer and anti-SLAPP	Anti-SLAPP
1/27/2025	Lombardo, Sophie	0.4	\$257.25	Send draft reply materials for citation check	Anti-SLAPP
1/27/2025	Lombardo, Sophie	0.4	\$257.25	Attend meet and confer regarding materials under seal	Anti-SLAPP
1/28/2025	Wakefield, Tom	0	\$0.00	Oversee finalizing and filing of brief	Anti-SLAPP
1/28/2025	McNamara, Mariana	4.6	\$2,254.00	Verify and conform citations in demurrer and anti-SLAPP motion and prepare tables	Anti-SLAPP
1/28/2025	Baskin, Joshua A.	0.9	\$1,074.94	Finalize anti-slap and demurrer filings	Anti-SLAPP
1/28/2025	Margo, Benjamin D.	6.4	\$7,280.00	Edit and finalize replies in further support of anti-SLAPP motion and demurrer, and associated declarations,	Anti-SLAPP
1/28/2025	Lombardo, Sophie	1.1	\$707.44	Revise reply to plaintiff's opposition to anti-SLAPP	Anti-SLAPP
1/28/2025	Lombardo, Sophie	1.2	\$771.75	Revise reply to plaintiff's opposition to demurrer	Anti-SLAPP
1/28/2025	Lombardo, Sophie	1.7	\$1,093.31	Conduct substantive citation review of reply to anti-SLAPP opposition	Anti-SLAPP
1/28/2025	Lombardo, Sophie	0.4	\$257.25	Review final draft of reply in further support of demurrer and anti-SLAPP with B.Margo in advance of filing	Anti-SLAPP
1/29/2025	Margo, Benjamin D.	0.6	\$682.50	Finalize filing of reply briefs in further support of anti-SLAPP motion and demurrer (after midnight Eastern Time)	Anti-SLAPP
1/30/2025	Wakefield, Tom	1.7	\$2,008.12	Continue preparing for demurrer/anti-SLAPP argument	Anti-SLAPP
1/30/2025	Lombardo, Sophie	3.9	\$2,508.19	Draft synthesizing document identifying most significant cases to support T.Wakefield argument	Anti-SLAPP
1/31/2025	Margo, Benjamin D.	0.3	\$341.25	Assist T. Wakefield with oral argument prep for anti-SLAPP motion and demurrer	Anti-SLAPP
1/31/2025	Wakefield, Tom	3.8	\$4,488.75	Prepare for hearing	Anti-SLAPP
1/31/2025	Lombardo, Sophie	1.2	\$771.75	Draft synthesizing document identifying most significant cases to support	Anti-SLAPP
2/1/2025	Wakefield, Tom	4.1	\$4,843.12	Draft argument for and practice arguing demurrer and anti-SLAPP issues, with emphasis on public interest	Anti-SLAPP
2/2/2025	Wakefield, Tom	3.3	\$3,898.12	Draft and practice oral argument for anti- SLAPP motion, focusing on First Amendment and 230	Anti-SLAPP
2/3/2025	Margo, Benjamin D.	0.2	\$227.50	Analyze tentative order on anti-SLAPP motion and demurrer	Anti-SLAPP
2/3/2025	Baskin, Joshua A.	0	\$0.00	Prepare for anti-slap hearing	Anti-SLAPP
2/3/2025	Margo, Benjamin D.	1.1	\$1,251.25	Assist T. Wakefield with oral argument on anti-SLAPP motion; analyze court's tentative	Anti-SLAPP
2/3/2025	Wakefield, Tom	4.3	\$5,079.37	Read tentative and cases cited therein; moot with J. Baskin; sync re. plan for argument with other defendants; and make final	Anti-SLAPP

2/3/2025	Lombardo, Sophie	0.9	\$578.81	Review filings and collect supporting materials for T.Wakefield in advance of hearing	Anti-SLAPP
2/3/2025	Lombardo, Sophie	0.4	\$257.25	Review tentative order and coordinate with G.Glynn regarding preparation of binders in advance of hearing	Anti-SLAPP
2/3/2025	Vargas, Christopher	0	\$0.00	Retrieve cases	Anti-SLAPP
2/4/2025	Margo, Benjamin D.	1.6	\$1,820.00	Assist T. Wakefield in advance of oral argument; draft proposed order granting anti-SLAPP motion; coordinate	Anti-SLAPP
2/4/2025	Baskin, Joshua A.	2.7	\$3,224.81	Attend and win anti-slapp motion; attention to media statements and proposed order	Anti-SLAPP
2/4/2025	Wakefield, Tom	1.9	\$2,244.37	Argue anti-SLAPP motion	Anti-SLAPP
2/4/2025	Lombardo, Sophie	0	\$0.00	Revise proposed order in coordination with B.Margo	Anti-SLAPP
2/4/2025	Lombardo, Sophie	1.4	\$900.37	Attend hearing regarding anti-SLAPP motion	Anti-SLAPP
2/19/2025	Lombardo, Sophie	0.6	\$385.87	Conduct legal research regarding requirements related to seeking entry of judgment	Anti-SLAPP
2/19/2025	Lombardo, Sophie	0.4	\$257.25	Prepare Notice of Entry of Judgment or Order and circulate draft with team	Anti-SLAPP
2/20/2025	Lombardo, Sophie	0	\$0.00	Coordinate with J.Baskin on entry of judgment next steps	Anti-SLAPP
2/20/2025	Lombardo, Sophie	2.7	\$1,736.44	Conduct legal research on entry of judgment requirements in San Francisco Superior Court	Anti-SLAPP
2/20/2025	Lombardo, Sophie	0.9	\$578.81	Draft proposed judgment for dismissal	Anti-SLAPP
2/24/2025	Wakefield, Tom	0.2	\$236.25	Review notice of entry of judgment and deadlines related to same	Anti-SLAPP
2/25/2025	Lombardo, Sophie	0.4	\$257.25	Revise draft proposed judgment in advance of filing	Anti-SLAPP
2/25/2025	Lombardo, Sophie	0.4	\$257.25	Circulate revised proposed judgment to co-defendants for final approval	Anti-SLAPP
2/27/2025	Lombardo, Sophie	0	\$0.00	Conduct final review of proposed judgment before filing.	Anti-SLAPP
	<b>TOTAL</b>	<b>247.2</b>	<b>\$217,296.10</b>		

# EXHIBIT 11

Date	Name	Billed Hrs	Billed Amt	Narrative	TMLF CATEGORY
2/4/2025	Lombardo, Sophie	0.8	\$514.50	Conduct legal research on scope of attorney fees and requirements for fee motions upon	Fees
2/5/2025	Lombardo, Sophie	3.7	\$2,379.56	Conduct legal research regarding scope of recoverable attorney fees and requirements for filing motions upon	Fees
2/5/2025	Margo, Benjamin D.	0.2	\$227.53	Plan anti-SLAPP fees motion	Fees
2/6/2025	Margo, Benjamin D.	0.2	\$227.50	Coordinate motion for attorneys' fees after grant of anti-SLAPP motion, with S.	Fees
2/13/2025	Margo, Benjamin D.	0	\$0.00	Communication with J. Baskin and T. Wakefield re anti-SLAPP fees motion	Fees
2/19/2025	Wakefield, Tom	0.4	\$472.50	Advise on order and fees motion	Fees
2/20/2025	Lombardo, Sophie	0	\$0.00	Research deadlines for filing a motion for attorneys fees upon prevailing in anti-SLAPP motion	Fees
3/4/2025	Lombardo, Sophie	0.7	\$450.19	Research fees motion deadline and circulate findings as well as sample fees motions with	Fees
3/4/2025	Wakefield, Tom	0.4	\$472.50	Advise re fees motion	Fees
3/4/2025	Baskin, Joshua A.	0.4	\$477.75	Strategize regrading fees motion	Fees
3/4/2025	Margo, Benjamin D.	1.1	\$1,251.25	Plan motion for attorneys' fees, with T. Wakefield; call with counsel for co- defendant Amazon Web Services re	Fees
3/6/2025	Lombardo, Sophie	4.2	\$2,701.12	Draft fees motion	Fees
3/7/2025	Lombardo, Sophie	2.3	\$1,479.19	Draft motion for attorneys fees	Fees
3/10/2025	Lombardo, Sophie	0.3	\$192.94	Circulate draft fees motion with team and coordinate on next steps	Fees
3/10/2025	Margo, Benjamin D.	0.4	\$455.00	Develop legal arguments for motion for attorneys' fees after successful anti-SLAPP motion to strike;	Fees
3/13/2025	Lombardo, Sophie	0	\$0.00	Synthesize information regarding fee rates	Fees
3/13/2025	Lombardo, Sophie	0.2	\$128.62	Coordinate on obtaining 2024 billing rate data for inclusion in draft fees motion	Fees
3/18/2025	Lombardo, Sophie	0.3	\$192.94	Coordinate with B.Margo on next steps in drafting fees motion	Fees
3/19/2025	Margo, Benjamin D.	0.2	\$227.50	Communication with co-defendants to plan joint motion for attorneys' fees after successful anti-	Fees
3/20/2025	Lombardo, Sophie	0.4	\$257.25	Coordinate with B.Margo on draft fees motion next steps	Fees
3/20/2025	Margo, Benjamin D.	0.6	\$682.50	Revise draft motion for attorneys' fees after successful anti-SLAPP motion to strike; call with S.	Fees
3/21/2025	Margo, Benjamin D.	0.6	\$682.50	Edit draft motion for attorneys' fees after successful anti-SLAPP motion	Fees

3/24/2025	Lombardo, Sophie	5.7	\$3,665.81	Revise fees motion	Fees
3/25/2025	Lombardo, Sophie	0.4	\$257.25	Revise draft fees motion, per B.Margo's guidance	Fees
3/25/2025	Lombardo, Sophie	1.7	\$1,093.31	Draft Baskin Declaration in support of fees motion	Fees
3/25/2025	Lombardo, Sophie	0.2	\$128.62	Correspond with B.Margo regarding fees motion edits and next steps	Fees
3/25/2025	Lombardo, Sophie	0.2	\$128.62	Prepare exhibits for submission with fees motion	Fees
3/25/2025	Margo, Benjamin D.	1.9	\$2,161.25	Draft section of motion for attorneys' fees after successful anti-SLAPP Motion to strike	Fees
3/26/2025	Lombardo, Sophie	0.9	\$578.81	Revise fees motion based on B.Margo's feedback	Fees
3/26/2025	Lombardo, Sophie	1.4	\$900.37	Review billing spreadsheets to support team's strategy in fees motion and circulate	Fees
3/26/2025	Margo, Benjamin D.	1.6	\$1,820.00	Edit draft fees motion and supporting declaration; communication with co-defendants re same: legal research re same	Fees
3/27/2025	Lombardo, Sophie	0.3	\$192.94	Research case law on fees motions involving TROs	Fees
3/27/2025	Lombardo, Sophie	0.4	\$257.25	Research "inextricably intertwined" standard for fees motion	Fees
3/27/2025	Lombardo, Sophie	0.4	\$257.25	Coordinate with B.Margo on proposed revisions	Fees
3/27/2025	Lombardo, Sophie	3.1	\$1,993.69	Revise draft fees motion to reflect B.Margo's edits	Fees
3/27/2025	Margo, Benjamin D.	3.9	\$4,436.25	Draft motion for attorneys' fees after successful anti-SLAPP motion to strike complaint; case law research re	Fees
3/28/2025	Lombardo, Sophie	0.9	\$578.81	Legal research on reasonableness	Fees
3/28/2025	Lombardo, Sophie	0.2	\$128.62	Coordinate with R.Evelyn on fees calculations	Fees
3/28/2025	Lombardo, Sophie	0	\$0.00	Research Local Rules regarding filing requirements	Fees
3/28/2025	Lombardo, Sophie	3.6	\$2,315.25	Revise draft fees motion	Fees
4/1/2025	Lombardo, Sophie	0.9	\$578.81	Revise J.Baskin Declaration	Fees
4/1/2025	Lombardo, Sophie	0.4	\$257.25	Prepare exhibits for fees motion	Fees
4/1/2025	Lombardo, Sophie	0.3	\$192.94	Revise fees motion exhibit citations	Fees
4/1/2025	Margo, Benjamin D.	1.2	\$1,365.00	Edit draft motion for attorneys' fees; calculate actual rates billed to Substack against	Fees
4/2/2025	Lombardo, Sophie	1.7	\$1,093.31	Revise fee motion	Fees
4/2/2025	Lombardo, Sophie	0.6	\$385.87	Coordinate with B.Margo on revisions to fee motion	Fees
4/2/2025	Lombardo, Sophie	0.3	\$192.94	Correspond with B.Margo regarding outstanding fees motion needs	Fees
4/2/2025	Margo, Benjamin D.	1.4	\$1,592.50	Edit declaration in support of motion for attorneys' fees after successful anti-SLAPP motion to strike; review	Fees

4/3/2025	Lombardo, Sophie	2.4	\$1,543.50	Revise fees motion and circulate draft with team	Fees
4/3/2025	Margo, Benjamin D.	0.9	\$1,023.75	Edit motion for attorneys' fees; coordinate associated data collection with S. Lombardo; communication with	Fees
4/4/2025	Lombardo, Sophie	0.3	\$192.94	Coordinate with finance regarding billing data	Fees
4/4/2025	Lombardo, Sophie	0.2	\$128.62	Circulate draft fees motion with co-counsel for review	Fees
4/7/2025	Lombardo, Sophie	0.8	\$514.50	Revise fees motion	Fees
4/7/2025	Lombardo, Sophie	0.6	\$385.87	Attend to outstanding needs in advance of filing fees motion	Fees
4/7/2025	Lombardo, Sophie	0.2	\$128.62	Correspond with B.Margo regarding exhibits	Fees
4/7/2025	Margo, Benjamin D.	0.6	\$682.50	Research in support of motion for attorneys' fees after successful anti-SLAPP motion to strike, including	Fees
4/8/2025	Margo, Benjamin D.	0.7	\$796.25	Coordinate with S. Lombardo re the fees exhibit and brief in support of fees motion; coordinate with co-defendants seeking a declaration to show reasonableness of fees	Fees
4/8/2025	Lombardo, Sophie	0.8	\$514.50	Attend to outstanding needs in advance of filing fees motion	Fees
4/8/2025	Lombardo, Sophie	0.2	\$128.62	Revise fees motion	Fees
4/8/2025	Lombardo, Sophie	0.6	\$385.87	Coordinate with B.Margo on outstanding fees motion needs	Fees
4/9/2025	Wakefield, Tom	1.1	\$1,299.37	Revise fees brief	Fees
4/10/2025	Lombardo, Sophie	0.7	\$450.19	Revise fees motion	Fees
4/10/2025	Lombardo, Sophie	0.2	\$128.62	Correspond regarding T.Wakefield's edits	Fees
4/10/2025	Wakefield, Tom	1.9	\$2,244.37	Finish revising fees brief and instruct team on exhibits, etc.	Fees
4/10/2025	Margo, Benjamin D.	0.4	\$455.00	Fact research in support of motion for attorneys' fees after successful anti-SLAPP motion, including identifying	Fees
4/11/2025	Lombardo, Sophie	0.2	\$128.62	Correspond re preparation of fees motion exhibits	Fees
4/11/2025	Margo, Benjamin D.	0.3	\$341.25	Coordinate filing logistics and procedure for motion for attorneys' fees, with T. Wakefield and S.	Fees
4/14/2025	Lombardo, Sophie	0.9	\$578.81	Prepare exhibits for fees motion	Fees
4/14/2025	Margo, Benjamin D.	0.3	\$341.25	Coordinate with co-defendants re edits to brief in support of fees motion; coordinate preparation of time-	Fees
4/15/2025	Margo, Benjamin D.	2.2	\$2,502.50	Edit draft brief in support of fees motion, as well as supporting declaration, exhibit showing hourly rates of	Fees

4/15/2025	Lombardo, Sophie	0.4	\$257.25	Revise attorney biographies for fees motion and circulate with team	Fees
4/15/2025	Lombardo, Sophie	0.9	\$578.81	Research local rules regarding hearing dates	Fees
4/15/2025	Lombardo, Sophie	0.9	\$578.81	Touchbase with B.Margo on outstanding fees motion needs	Fees
4/15/2025	Lombardo, Sophie	0.9	\$578.81	Revise Baskin Declaration	Fees
4/15/2025	Lombardo, Sophie	1.4	\$900.37	Revise fees motion	Fees
4/15/2025	Lombardo, Sophie	0.6	\$385.87	Coordinate outstanding needs in advance of filing date	Fees
4/15/2025	Lombardo, Sophie	1.4	\$900.37	Prepare exhibits for fees motion	Fees
4/16/2025	Lombardo, Sophie	0.9	\$578.81	Circulate draft motion with co-defendants for review and coordinate on outstanding	Fees
4/16/2025	Lombardo, Sophie	0.6	\$385.87	Revise fees motion	Fees
4/16/2025	Lombardo, Sophie	0.4	\$257.25	Correspond re billing entries	Fees
4/16/2025	Margo, Benjamin D.	0.4	\$455.00	Edit draft brief in support of fees motion; email communications with co-defendants	Fees
4/16/2025	Wakefield, Tom	2.2	\$2,598.75	Make final revisions to fees' motion, revise bio for declaration, and circulate same to client	Fees
4/17/2025	Lombardo, Sophie	0.8	\$514.50	Correspond re final needs on fees motion filing	Fees
4/17/2025	Lombardo, Sophie	0.4	\$257.25	Review record designation and appeal deadlines	Fees
4/17/2025	Lombardo, Sophie	0	\$0.00	Review biography revisions for submission with fee motion	Fees
4/17/2025	Lombardo, Sophie	0	\$0.00	Coordinate on exhibit preparation	Fees
4/17/2025	Lombardo, Sophie	0.6	\$385.87	Research declaration filing requirements in S.F. Superior	Fees
4/17/2025	Lombardo, Sophie	0.2	\$128.62	Revise Baskin Declaration	Fees
4/17/2025	Margo, Benjamin D.	0.8	\$910.12	Edit draft motion for attorneys' fees and supporting documents; call with T.	Fees
	<b>TOTAL</b>	<b>81.3</b>	<b>\$65,573.41</b>		

# EXHIBIT 12



Date	Name	Billed Hrs	Billed Amt	Narrative	TMLF CATEGORY
10/10/2024	Wakefield, Tom	1.6	\$1,708.00	Continue drafting argument re striking complaint for violating CA law	Anti-SLAPP
10/21/2024	Wakefield, Tom	0.4	\$427.00	Analyze research into whether to file anti-SLAPP motion	Anti-SLAPP
10/31/2024	Wakefield, Tom	2.8	\$2,989.00	Analyze merits of an anti-SLAPP motion, and consider sequencing of demurrer and anti- SLAPP	Anti-SLAPP
11/4/2024	Wakefield, Tom	1.1	\$1,174.25	Research cases for the proposition that one cannot suppress, or anonymize, speech that has already	Anti-SLAPP
11/6/2024	Wakefield, Tom	3	\$3,202.50	Research grounds for First Amendment defense and "public issues" under SLAPP	Anti-SLAPP
11/8/2024	Wakefield, Tom	3.1	\$3,309.25	Continue drafting anti-SLAPP briefing, and sync with B. Margo on progress with briefing, research, etc.	Anti-SLAPP
11/8/2024	Wakefield, Tom	1.3	\$1,387.75	Analyze research into potential applicability of (e)(4) of anti-SLAPP statute, and advise client re same	Anti-SLAPP
11/10/2024	Wakefield, Tom	1.9	\$2,028.25	Continue researching/drafting anti-SLAPP brief, including section re public forums	Anti-SLAPP
11/11/2024	Wakefield, Tom	1.3	\$1,387.75	Research and draft portions of anti-SLAPP brief	Anti-SLAPP
11/19/2024	Wakefield, Tom	0.4	\$427.00	Sync re First Amendment argument for anti- SLAPP	Anti-SLAPP
11/19/2024	Wakefield, Tom	0.4	\$427.00	Research whether arrest records constitute "sensitive and highly personal matters"	Anti-SLAPP
12/3/2024	Wakefield, Tom	1.3	\$1,387.75	Revise anti-SLAPP motion	Anti-SLAPP
12/6/2024	Wakefield, Tom	0.9	\$960.75	Review final SLAPP and demurrer papers before filing	Anti-SLAPP
12/21/2024	Wakefield, Tom	1.7	\$1,814.75	Review Blackman's oppositions to demurrer and anti-SLAPP briefs, and get team started on replies to same	Anti-SLAPP
1/14/2025	Wakefield, Tom	0	\$0.00	Read opposition and begin strategizing re arguments in reply brief	Anti-SLAPP
1/16/2025	Wakefield, Tom	0	\$0.00	Advise on arguments for reply	Anti-SLAPP
1/18/2025	Wakefield, Tom	3.8	\$4,488.75	Read new cases cited in opp'ns to prepare reply and for argument	Anti-SLAPP
1/19/2025	Wakefield, Tom	3.4	\$4,016.25	Continue reading cases cited in opposition and drafting thoughts for reply	Anti-SLAPP
1/21/2025	Wakefield, Tom	0	\$0.00	Review progress on reply briefs and research related to same, and read ex parte papers re	Anti-SLAPP
1/23/2025	Wakefield, Tom	2.2	\$2,598.75	Revise anti-SLAPP brief	Anti-SLAPP

1/25/2025	Wakefield, Tom	4.6	\$5,433.75	Revise reply brief and prepare for argument on 2/4	Anti-SLAPP
1/27/2025	Wakefield, Tom	0	\$0.00	Review J. Baskin's edits to reply	Anti-SLAPP
1/28/2025	Wakefield, Tom	0	\$0.00	Oversee finalizing and filing of brief	Anti-SLAPP
1/30/2025	Wakefield, Tom	1.7	\$2,008.12	Continue preparing for demurrer/anti-SLAPP argument	Anti-SLAPP
1/31/2025	Wakefield, Tom	3.8	\$4,488.75	Prepare for hearing	Anti-SLAPP
2/1/2025	Wakefield, Tom	4.1	\$4,843.12	Draft argument for and practice arguing demurrer and anti-SLAPP issues, with emphasis on public interest	Anti-SLAPP
2/2/2025	Wakefield, Tom	3.3	\$3,898.12	Draft and practice oral argument for anti- SLAPP motion, focusing on First Amendment and 230	Anti-SLAPP
2/3/2025	Wakefield, Tom	4.3	\$5,079.37	Read tentative and cases cited therein; moot with J. Baskin; sync re. plan for argument with other defendants; and make final	Anti-SLAPP
2/4/2025	Wakefield, Tom	1.9	\$2,244.37	Argue anti-SLAPP motion	Anti-SLAPP
2/24/2025	Wakefield, Tom	0.2	\$236.25	Review notice of entry of judgment and deadlines related to same	Anti-SLAPP

# EXHIBIT 13

Date	Description - Anti-SLAPP motion and associated motion to seal	Time (hours:minutes)	Time (Decimal)	Attorney	Hourly Rate	Total	TMLF Category
11/04/2024	Research and outline anti-SLAPP motion	2:00	2.00	Victoria Noble	\$ 350.00	\$ 700.00	Anti-SLAPP
11/04/2024	legal research re antiSLAPP 'arising under'	6:14	6.23	David Greene	\$ 955.00	\$ 5,952.83	
11/05/2024	corr w client re service and briefing schedule; legal research re anti-SLAPP procedures, corr w co-def counsel re schedule	3:38	3.63	David Greene	\$ 955.00	\$ 3,469.83	Anti-SLAPP
11/05/2024	Draft outline and coordinate research for argument section of brief ISO anti-SLAPP motion; legal research	2:26	2.43	Victoria Noble	\$ 350.00	\$ 851.67	Anti-SLAPP
11/06/2024	Analyze public interest element of anti-slapp standard; Revise outline of anti-SLAPP motion brief; draft brief; research for brief	7:10	7.17	Victoria Noble	\$ 350.00	\$ 2,508.33	Anti-SLAPP
11/07/2024	Legal research for anti-SLAPP brief	0:25	0.42	Victoria Noble	\$ 350.00	\$ 145.83	Anti-SLAPP
11/08/2024	Legal research for anti-SLAPP brief; Research and draft brief ISO anti-slapp motion	2:49	2.82	Victoria Noble	\$ 350.00	\$ 985.83	Anti-SLAPP
11/09/2024	Research and draft brief ISO anti-slapp moton	1:30	1.50	Victoria Noble	\$ 350.00	\$ 525.00	Anti-SLAPP
11/12/2024	Research and draft anti-slapp brief	1:59	1.98	Victoria Noble	\$ 350.00	\$ 694.17	Anti-SLAPP
11/13/2024	Draft anti-slapp brief; Draft and research brief iso anti-slapp motion; Develop strategy for anti-SLAPP motion	2:27	2.45	Victoria Noble	\$ 350.00	\$ 857.50	Anti-SLAPP
11/14/2024	Draft anti-slapp brief; Draft and research brief iso anti-slapp motion; Coordinate with co-defendants' counsel's on anti-slapp	3:54	3.90	Victoria Noble	\$ 350.00	\$ 1,365.00	Anti-SLAPP
11/15/2024	draft anti-SLAPP motion	3:14	3.23	David Greene	\$ 955.00	\$ 3,087.83	Anti-SLAPP
11/16/2024	Draft anti-slapp motion	3:23	3.38	Victoria Noble	\$ 350.00	\$ 1,184.17	Anti-SLAPP
11/17/2024	Draft anti-slapp brief	0:30	0.50	Victoria Noble	\$ 350.00	\$ 175.00	Anti-SLAPP
11/18/2024	draft anti-SLAPP motion	1:11	1.18	David Greene	\$ 955.00	\$ 1,130.08	Anti-SLAPP
11/18/2024	Draft anti-slapp brief; draft anti-slapp motion	2:01	2.02	Victoria Noble	\$ 350.00	\$ 705.83	Anti-SLAPP
11/19/2024	draft anti-SLAPP motion	2:12	2.20	David Greene	\$ 955.00	\$ 2,101.00	Anti-SLAPP
11/19/2024	Develop strategy for anti-SLAPP motion and coordinate work on brief	0:57	0.95	Victoria Noble	\$ 350.00	\$ 332.50	Anti-SLAPP
11/20/2024	draft anti-SLAPP motion	1:22	1.37	David Greene	\$ 955.00	\$ 1,305.17	Anti-SLAPP
11/20/2024	Draft anti-slapp motion	2:45	2.75	Victoria Noble	\$ 350.00	\$ 962.50	Anti-SLAPP
11/21/2024	Research and draft brief ISO anti-slapp motion; draft anti-slapp motion; Coordinate with co-counsel re strategy for anti-slapp	5:44	5.73	Victoria Noble	\$ 350.00	\$ 2,006.67	Anti-SLAPP
11/22/2024	Draft brief ISO anti-slapp motion	2:58	2.97	Victoria Noble	\$ 350.00	\$ 1,038.33	Anti-SLAPP
11/25/2024	draft anti-slapp motion and associated docs	5:16	5.27	David Greene	\$ 955.00	\$ 5,029.67	Anti-SLAPP
11/25/2024	Draft and revise Poulson declaration ISO anti-slapp motion	5:01	5.02	Victoria Noble	\$ 350.00	\$ 1,755.83	Anti-SLAPP
11/26/2024	draft anti-slapp motion and associated docs	6:16	6.27	David Greene	\$ 955.00	\$ 5,984.67	Anti-SLAPP
11/26/2024	Draft and revise brief iso anti-slapp motion and Poulson decl. iso same	2:33	2.55	Victoria Noble	\$ 350.00	\$ 892.50	Anti-SLAPP
11/27/2024	Draft and revise anti-slapp brief	2:48	2.80	Victoria Noble	\$ 350.00	\$ 980.00	Anti-SLAPP
12/02/2024	draft anti-slapp motion and associated docs	4:09	4.15	David Greene	\$ 955.00	\$ 3,963.25	Anti-SLAPP
12/02/2024	Research, draft and revise brief ISO ant-slapp motion	7:12	7.20	Victoria Noble	\$ 350.00	\$ 2,520.00	Anti-SLAPP
12/03/2024	draft anti-slapp motion and associated docs	4:15	4.25	David Greene	\$ 955.00	\$ 4,058.75	Anti-SLAPP
12/03/2024	Legal research and draft anti-slapp brief and motion; Draft Poulson declaration iso anti-slapp motion and select exhibits for same; Select exhibits for attorney declaration and outline	11:37	11.62	Victoria Noble	\$ 350.00	\$ 4,065.83	Anti-SLAPP
12/04/2024	draft anti-slapp motion and associated docs	3:45	3.75	David Greene	\$ 955.00	\$ 3,581.25	Anti-SLAPP
12/04/2024	Draft and revise brief ISO anti-slapp motion; draft and revise attorney declaration iso anti-slapp motion; review cite check of	10:42	10.70	Victoria Noble	\$ 350.00	\$ 3,745.00	Anti-SLAPP

12/06/2024	preparation of sealing motion and related materials including redacted versions of papers; draft antiSLAPP motion and	4:00	4.00	David Greene	\$ 955.00	\$ 3,820.00	MTS
12/05/2024	Revise anti-slapp brief; redactions	3:45	3.75	Victoria Noble	\$ 350.00	\$ 1,312.50	Anti-SLAPP
12/05/2024	draft anti-slapp motion and associated docs; preparation of	7:43	7.72	David	\$ 955.00	\$ 7,369.42	MTS
12/20/2024	legal research for and drafting of reply re motion to seal	0:30	0.50	David Greene	\$ 955.00	\$ 477.50	MTS
01/06/2025	Hearing on motions to seal anti-SLAPP papers; Prepaore proposed order following tentative and hearing	0:39	0.65	David Greene	\$ 955.00	\$ 620.75	MTS
01/14/2025	meet and confer re sealed documents	0:12	0.20	David Greene	\$ 955.00	\$ 191.00	MTS
01/02/2025	Develop strategy for reply brief ISO anti-slapp motion	0:30	0.50	Victoria Noble	\$ 350.00	\$ 175.00	Anti-SLAPP
01/03/2025	legal research for reply iso anti-slapp motion	1:04	1.07	David Greene	\$ 955.00	\$ 1,018.67	Anti-SLAPP
	<b>TOTAL</b>		<b>13.07</b>			<b>\$ 12,478.67</b>	
12/06/2024	Review, redact, and finalize Poulson and Noble declarations and exhibits to declarations; Review motion to seal, notice of motion	4:16	4.27	Victoria Noble	\$ 350.00	\$ 1,493.33	MTS
01/03/2025	Review tentative ruling on motions to seal; research for reply brief ISO anti-slapp motion	0:45	0.75	Victoria Noble	\$ 350.00	\$ 262.50	MTS
01/06/2025	Motion to seal hearing	0:12	0.20	Victoria Noble	\$ 350.00	\$ 70.00	MTS
01/13/2025	Research and draft anti-slapp brief	0:18	0.30	Victoria Noble	\$ 350.00	\$ 105.00	Anti-SLAPP
01/27/2025	Revise 2d Poulson Decl.; Review draft brief for compliance with sealing order; draft and revise RJN ISO anti-SLAPP motion; Review and revise Noble declaration ISO anti-SLAPP motion	10:11	10.18	Victoria Noble	\$ 350.00	\$ 3,564.17	MTS
01/15/2025	Research and analyze plaintiff's briefs and declarations in opposition to defendants' motions; Analyze opp to Poulson's	2:47	2.78	Victoria Noble	\$ 350.00	\$ 974.17	Anti-SLAPP
01/16/2025	Read SLAPP oppo; legal research for and drafting of reply;	2:11	2.18	David Greene	\$ 955.00	\$ 2,085.08	Anti-SLAPP
01/16/2025	Outline reply brief; discuss strategy for same	1:18	1.30	Victoria Noble	\$ 350.00	\$ 455.00	Anti-SLAPP
01/17/2025	Research for use in rep[ly brief ISO anti-slapp motion	2:38	2.63	Victoria Noble	\$ 350.00	\$ 921.67	Anti-SLAPP
01/21/2025	Legal research for reply	1:59	1.98	David Greene	\$ 955.00	\$ 1,894.08	Anti-SLAPP
01/21/2025	Outline reply brief ISO anti-slapp motion; draft reply brief ISO anti-slapp motion	6:20	6.33	Victoria Noble	\$ 350.00	\$ 2,216.67	Anti-SLAPP
01/22/2025	Legal research for reply	0:59	0.98	David Greene	\$ 955.00	\$ 939.08	Anti-SLAPP
01/22/2025	draft reply brief ISO anti-slapp motion	6:07	6.12	Victoria Noble	\$ 350.00	\$ 2,140.83	Anti-SLAPP
01/23/2025	legal research for reply; drafting reply	7:00	7.00	David Greene	\$ 955.00	\$ 6,685.00	Anti-SLAPP
01/23/2025	draft reply brief ISO anti-slapp motion; Review declarations filed ISO or in Opp to anti-SLAPP motion	8:51	8.85	Victoria Noble	\$ 350.00	\$ 3,097.50	Anti-SLAPP
01/24/2025	legal research for reply; drafting reply	4:37	4.62	David Greene	\$ 955.00	\$ 4,408.92	Anti-SLAPP
01/24/2025	Research and draft reply brief ISO anti-slapp motion	11:51	11.85	Victoria Noble	\$ 350.00	\$ 4,147.50	Anti-SLAPP
01/25/2025	legal research for reply; drafting reply	2:12	2.20	David Greene	\$ 955.00	\$ 2,101.00	Anti-SLAPP
01/25/2025	Draft and revise reply brief and second Poulson decl ISO anti-SLAPP motion	8:14	8.23	Victoria Noble	\$ 350.00	\$ 2,881.67	Anti-SLAPP
01/26/2025	Draft and revise reply brief ISO anti-SLAPP	18:52	18.87	Victoria Noble	\$ 350.00	\$ 6,603.33	Anti-SLAPP
01/27/2025	legal research for reply; drafting reply	2:41	2.68	David Greene	\$ 955.00	\$ 2,562.58	Anti-SLAPP
02/03/2025	Prepare for oral argument ISO anti-SLAPP mot. and review tentative order; Prepare for hearing on motion to seal	9:17	9.28	Victoria Noble	\$ 350.00	\$ 3,249.17	MTS
01/28/2025	Revise and finalize reply brief, Poulson Decl, Noble Decl, RJN and Exhibits ISO anti-SLAPP mot	6:47	6.78	Victoria Noble	\$ 350.00	\$ 2,374.17	Anti-SLAPP
01/29/2025	Prep for oral arg	3:44	3.73	Victoria Noble	\$ 350.00	\$ 1,306.67	Anti-SLAPP
01/30/2025	Prepare for oral argument ISO anti-SLAPP mot.	6:16	6.27	Victoria Noble	\$ 350.00	\$ 2,193.33	Anti-SLAPP
01/31/2025	prepare for slapp hearing	2:00	2.00	David Greene	\$ 955.00	\$ 1,910.00	Anti-SLAPP
01/31/2025	Prepare for oral argument ISO anti-SLAPP mot.	2:04	2.07	Victoria Noble	\$ 350.00	\$ 723.33	Anti-SLAPP

02/04/2025	Oral argument re anti-slapp motion	1:00	1.00	Victoria Noble	\$ 350.00	\$ 350.00
			0.00			
	<b>TOTAL (David Greene)</b>	<b>79:19</b>	79.32	<b>David Greene</b>	<b>\$ 955.00</b>	<b>\$ 75,747.42</b>
	<b>TOTAL (Victoria Noble)</b>	<b>198:54</b>	198.90	<b>Victoria Noble</b>	<b>\$ 350.00</b>	<b>\$ 69,615.00</b>
	<b>TOTAL</b>	<b>278:13</b>	278.22			<b>\$ 145,362.42</b>

Anti-SLAPP

# EXHIBIT 14

Date	Description - Anti-SLAPP motion and associated motion to seal	Time (hours:minute s)	Time (Decimal)	Attorney	Hourly Rate	Total	TMLF Category
12/06/2024	preparation of sealing motion and related materials including redacted versions of papers; draft antiSLAPP motion and	4:00	4.00	David Greene	\$ 955.00	\$ 3,820.00	MTS
12/05/2024	draft anti-slapp motion and associated docs; preparation of	7:43	7.72	David	\$ 955.00	\$ 7,369.42	MTS
12/20/2024	legal research for and drafting of reply re motion to seal	0:30	0.50	David Greene	\$ 955.00	\$ 477.50	MTS
01/06/2025	Hearing on motions to seal anti-SLAPP papers; Prepoare proposed order following tentative and hearing	0:39	0.65	David Greene	\$ 955.00	\$ 620.75	MTS
01/14/2025	meet and confer re sealed documents	0:12	0.20	David Greene	\$ 955.00	\$ 191.00	MTS
	<b>TOTAL</b>		<b>13.07</b>			<b>\$ 12,478.67</b>	
12/06/2024	Review, redact, and finalize Poulson and Noble declarations and exhibits to declarations; Review motion to seal, notice of motion	4:16	4.27	Victoria Noble	\$ 350.00	\$ 1,493.33	MTS
01/03/2025	Review tentative ruling on motions to seal; research for reply brief ISO anti-slapp motion	0:45	0.75	Victoria Noble	\$ 350.00	\$ 262.50	MTS
01/06/2025	Motion to seal hearing	0:12	0.20	Victoria Noble	\$ 350.00	\$ 70.00	MTS
01/27/2025	Revise 2d Poulson Decl.; Review draft brief for compliance with sealing order; draft and revise RJN ISO anti-SLAPP motion; Review and revise Noble declaration ISO anti-SLAPP motion	10:11	10.18	Victoria Noble	\$ 350.00	\$ 3,564.17	MTS
02/03/2025	Prepare for oral argument ISO anti-SLAPP mot. and review tentative order; Prepare for hearing on motion to seal	9:17	9.28	Victoria Noble	\$ 350.00	\$ 3,249.17	MTS
	<b>TOTAL</b>		<b>24.68</b>			<b>\$ 8,639.17</b>	



# EXHIBIT 15



## Documents

- [Terms of Use](#)
- [Privacy Policy](#)
- [Publisher Agreement](#)
- [Content Guidelines](#)
- [Copyright Dispute Policy](#)
- [Copyright Repeat Infringer Policy](#)
- [CCPA Policy](#)
- [Support Chatbot Terms](#)

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You may offer your publications for free, or for a subscription fee, to be determined at your discretion. You may set and change the prices for your publication at your discretion through your Creator account, though no price changes will apply retroactively.

If you choose to charge a subscription fee for your publication, you agree to the following:

- **No Circumvention:** You agree to process payments from Readers only in the manner determined by us. This includes using the third-party payment processing platform (“Payment Processor”) we choose, and following any other rules we specify. You may not circumvent your payment obligations to us by soliciting payment from a Reader outside of Substack or by using any alternative method to collect subscription payments. This includes receiving payments for your publication through links to PayPal or a separate Patreon page. You agree to notify us immediately if you receive any such offer or solicitation to circumvent your payment obligations by contacting [tos@substackinc.com](mailto:tos@substackinc.com).
- **Taxes:** You agree that you shall bear and be responsible for any and all applicable federal, state, local, and foreign taxes, duties, tariffs, levies, withholdings, and similar assessments (including without limitation, sales, use, and value added taxes) related to your publication.
- **Revenue Share:** You agree to pay us a percentage of the total amount charged by you to Readers (the “Revenue Share”). The remaining amount, after any fees deducted by the Payment Processor, will be retained by you. The Revenue Share percentage is set between you and Substack during registration of your account.
- **Revenue Share Payment:** During the term of this Agreement, the Payment Processor will pay the Revenue Share owed to us and deduct any applicable fees on a rolling basis as you process subscription payments from Readers. **You agree to these payments and further agree that all Revenue Share payments are non-refundable.**



information, and you will ensure this information is accurate and up-to-date.

## Relationships with Readers

You agree to the following rules around your relationships with Readers and other users of Substack:

- **Sole Responsibility:** You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any publications you distribute through Substack and for the consequences of your actions by doing so. This means that you acknowledge and agree that you are solely responsible for ensuring distribution of your publications, our actions under this Agreement are solely to assist you in facilitating distribution.
- **Stopping Publication or Deleting a Publication:** You may delete one or more of your publications from Substack at your discretion. **However, please note that if you delete or stop publishing a publication before the end of a paid subscription term of a Reader, any and all obligations – including any refund obligations for the remaining portion of the subscription term – are solely your responsibility.** We are under no obligation to issue any refunds to you or your Readers and we are entitled to keep any and all portions of any Revenue Share you have paid Substack.
- **Disputes:** If there is a dispute between you and a user about payments or any other issue, you agree we are under no obligation to become involved and that we will not be held liable for any such dispute. We are not liable for your relationship with users, and we won't provide you with any legal advice regarding such matters.
- **Reporting a User:** You can flag that a user that is violating our Terms of Use by sending an email to [tos@substackinc.com](mailto:tos@substackinc.com). After you provide us with written notice of this violation, we will determine whether this user's access to some or all of your publications should be suspended or terminated. We will also decide at our sole discretion whether this user's access to the rest of Substack will be suspended or terminated.
- **Support:** You shall provide to us a current email address to which we may direct inquiries from Readers and other Substack users regarding your publications.

## Acceptable Use



Make sure that you use Substack in a manner that complies with the law and is permitted by this Agreement. If your use of Substack is prohibited by applicable laws, then you aren't authorized to use Substack. We can't and won't be responsible for you using Substack in a way that breaks the law.

You also represent and warrant that you will not publish publications or otherwise use Substack in a manner that:

- is fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, or in any way violates Substack's [Content Guidelines](#);
- interferes with, disrupts, damages, or accesses in an unauthorized manner the devices, servers, networks, or other properties or services of Substack or any third party;
- infringes, violates, or misappropriates any law, statute, ordinance or regulation or rights of any third party;
- spreads a virus, trojan horse, worm, time bomb, or other harmful computer code, file, or program.

Please review the "Acceptable Use Policy" detailed in the [Terms of Use](#), as those rules are also incorporated into this Agreement by reference.

## **Limitation of Liability**

**To the fullest extent allowed by applicable law, under no circumstances and under no legal theory shall Substack, its licensors, or its suppliers be liable to you or to any other person for:**

- **Any indirect, special, incidental, or consequential damages of any kind, or**
- **Any amount, in the aggregate, in excess of the greater of (1) \$100 or (2) the amounts paid and/or payable by you to us in connection with Substack in the twelve-month period preceding the applicable claim.**

## **No Warranties**

**Substack is provided to you on an "as-is" basis. This means we provide it to you without any express or implied warranties of any kind. That includes any implied**



**tree.**

## **Privacy**

Substack takes privacy very seriously and is committed to processing your personally identifiable information (“Personal Information”) and that of other Substack users in accordance with applicable privacy and data protection legislation. For more information on how we process Personal Information please see our current Substack Privacy Policy.

Consistent with our own Privacy Policy, we may collect certain data on how Readers engage with Creator content. We will share, at our sole discretion, some of this information with you, including pageviews, open rates, Reader counts, and referral data. You agree that Substack is under no obligation to share this data with you.

Please note that our Privacy Policy only applies to the processing of Personal Information by Substack as a data controller, meaning whenever we process Personal Information for our own purposes. Where Substack processes Personal Information on behalf of you as a Creator, Substack qualifies as a data processor and you qualify as a data controller for the purposes of applicable data protection law that uses these terms.

In that case the following terms apply to such data processing:

- Each party shall comply with their respective statutory or regulatory data protection obligations.
- Substack shall process Personal Information in accordance with your instructions. Substack shall have no liability whatsoever for violations of privacy and data protection laws that arise as a result of Substack following your instructions under the Agreement.
- If you collect, use, store or otherwise process Personal Information provided by or collected from Substack users, you must do so securely and only for as long as it is needed and always in accordance with applicable privacy and data protection laws.
- You are solely responsible for complying with any laws and regulations that apply to your processing of Personal Information on the Substack platform. if appropriate.
- You shall ensure that all Personal Information that you supply or disclose to Substack has been obtained fairly and lawfully and that you have obtained all necessary consents



- If you are based in the European Economic Area (“EEA”) or the United Kingdom (“UK”), the processing of Personal Information by Substack on your behalf shall be governed by the terms of the data processing addendum attached to this Publisher Agreement as Annex 1.
- If you are a business for the purposes of the California Consumer Privacy Act of 2018 (“CCPA”), you may elect to have us act as your CCPA service provider. Contact us at [privacy@substackinc.com](mailto:privacy@substackinc.com) to receive a copy of our service provider agreement.

To the fullest extent allowed by applicable law, you agree to indemnify and hold Substack, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys’ fees) arising from or in any way related to any third party claims (including but not limited to fines or other sanctions imposed by data protection authorities) for any violations of this Publisher Agreement or applicable privacy and data protection laws attributable to you.

## **Subprocessors**

Due to the nature of Substack’s business and the volume of users, our business needs and sub-processors may change from time to time. For example, we may need to remove a sub-processor to consolidate and minimize our use of sub-processors. Similarly, we may add a sub-processor if we believe, at our discretion, that doing so will improve our ability to deliver our services.

We will periodically update our sub-processors, as provided under Annex III, to reflect additions and removals to our list of our sub-processors. To receive email notifications of updates, as provided under Annex III, please contact [Privacy@substackinc.com](mailto:Privacy@substackinc.com).

Under the terms of our Data Processing Agreement (DPA), a Creator may reasonably object in writing to the processing of its personal data by a new sub-processor within 30 days following the update of this page. If a Creator does not object during the 30-day time period, the appointment of the new sub-processor shall be deemed accepted by the Creator

## **Terminating Your Account**





We may terminate this Agreement or terminate, suspend, or restrict your access to or use of Substack at any time, for any reason. Reasons that may lead to us terminating or restricting access to Substack include a breach of any of the terms or conditions of this Agreement, your offensive or unacceptable behavior, objectionable material, or any other actions in violation of guidelines we specify. We will notify Creators as soon as reasonably practicable if Creators' access to Substack is suspended or substantially limited due to technical problems with the platform.

You agree that this means that publications (or any content therein) may be removed from Substack at any time in our discretion. You also agree that we retain the right to immediately halt the distribution of publications at our discretion.

### **Changes to this Agreement**

We are constantly trying to improve our products and services, so this Agreement may need to change along with Substack. We reserve the right to change the Agreement at any time, but if we do, we will bring it to your attention by placing a notice on the website, by sending you an email, and/or by some other means.

If you don't agree with the new Agreement, you are free to reject them; unfortunately, that means you will no longer be able to use Substack. If you use Substack in any way after a change to the Agreement is effective and notice has been provided, that means you agree to all of the changes. Except for changes by us as described here, no other amendment or modification of this Agreement will be effective unless in writing and signed by both you and us.

### **Miscellaneous Terms**

The above covers most of the questions that we typically receive about Substack. We have grouped provisions that come up less frequently below:

- **Indemnification:** To the fullest extent allowed by applicable law, you agree to indemnify and hold Substack, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third



a claim, suit, or action, we will attempt to provide notice to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

- **Assignment:** You may not assign, delegate or transfer this Agreement or your rights or obligations hereunder, or your Substack account, in any way (by operation of law or otherwise) without our prior written consent. We may transfer, assign, or delegate this Agreement and our rights and obligations without consent.
- **Choice of Law:** This Agreement is governed by and will be construed under applicable federal law and the laws of the State of California, without regard to the conflicts of laws provisions thereof.
- **Arbitration:** This Agreement will be construed under the laws of the State of California, without regard to conflicts of law provisions thereof. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in San Francisco County, California, using the English language in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Streamlined Arbitration Rules and Procedures of JAMS. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, San Francisco County, California, or the Northern District of California. The prevailing party in any action or proceeding arising out of this Agreement will be entitled to an award of costs and attorneys' fees.
- **No Third-Party Beneficiaries:** We agree there are no third-party beneficiaries intended under this Agreement.
- **No Joint Venture:** You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Substack Inc., and you do not have any authority of



be deemed a waiver of any further rights hereunder.

- **Severability:** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that this Agreement shall otherwise remain in full force and effect and enforceable.
- **Survival:** You agree that the terms under the heading "Privacy", "Sole Responsibility", "Acceptable Use", "Indemnification", "Stopping Publication or Deleting a Publication", "No Warranty", "Limitation of Liability", "Assignment", "No Joint Venture", "Severability", "Arbitration", and "Entire Agreement", and any payment obligations incurred shall survive termination of this Agreement.
- **Entire Agreement:** You agree that this Agreement is the complete and exclusive statement of the mutual understanding between you and us, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.

## **ANNEX 1**

### **Data processing addendum (DPA)**

This data processing addendum ("DPA") forms part of the Publisher Agreement and is entered into between Substack (as data processor) and the Creator (as data controller).

The terms of this DPA only apply if the Creator is based in the European Economic Area ("EEA"), in the United Kingdom ("UK"); or where, in the course of providing services to the Creator under the Publisher Agreement, Substack processes personal data on behalf of the Creator within the meaning of Articles 4(2) and 28 of the EU General Data Protection Regulation ("GDPR") or its UK equivalent.

**Additional Definitions.** For the purpose of this DPA the terms "personal data", "processing", "data subject", "controller" and "processor" have the meanings given to them in the GDPR or applicable data protection laws to which the Personal Information may be subject to the extent that such concepts exist in such laws.

**"EU Standard Contractual Clauses" or "EU SCCs"** shall mean the standard contractual clauses for the transfer of personal data to third countries pursuant to the GDPR, adopted by



**“Standard Contractual Clauses” or “SCCs”** means the EU Standard Contractual Clauses and/or the UK Standard Contractual Clauses (as applicable and consistent with the clarifying terms agreed by the Parties and set forth herein).

**“UK Standard Contractual Clauses” (“UK SCCs”)** means, collectively, the EU SCCs, consistent with the clarifications set forth herein, and the UK’s International Data Transfer Addendum (**“UK Addendum”**), attached as Annex 4 to the SCCs.

**Creator obligations.** The Creator:

- acknowledges that Substack, Substack affiliates and their respective third party service providers may process personal data in connection with the provision of Substack products and services to the Creator (the “Services”). A description of the processing activities performed in connection with the Services is provided in Appendix 1 to this DPA;
- is solely responsible for compliance with the applicable data protection laws, including, but not limited to, the lawfulness of disclosing personal data to Substack and the lawfulness of having personal data processed on behalf of Creator; and
- ensures its instructions for processing personal data comply with the applicable data protection laws and the Creator shall have sole responsibility for the accuracy, quality and legality of the personal data and the means by which the Creator acquired the personal data.

**Substack obligations.** Substack agrees:

- to process the personal data for the performance of the Services only in accordance with the documented instructions from the Creator as set out in the Publisher Agreement, this DPA or through the settings in the Services, and, without any obligation to perform a legal examination, that it will notify the Creator if Substack considers any such processing of personal data to be in violation of any applicable data protection laws;
- to process the personal data only to the extent, and in such manner, as it is necessary for the provision of the Services;



doing so by law;

- to ensure that access to the personal data is limited to those personnel who require such access, and such are bound by, and made aware of, their obligations of confidentiality with respect to protecting personal data; to use its commercially reasonable efforts to provide assistance to the Creator upon request and only where the Creator cannot do so without Substack's assistance (i) in fulfilling data subjects' requests for access, rectification, erasure, data portability or objection, and (ii) in fulfilling its obligations under the applicable data protection laws.
- to make available information and allowing for and contributing to audits, including inspections and information requests, conducted by the Creator or an auditor mandated by the Creator upon reasonable written notice and during regular business hours, and in each case with all Substack's costs and expenses incurred being met by the Creator and only always limited to what is necessary to demonstrate compliance with applicable data protection laws;
- taking into account the state of the art and the costs of implementation, to implement and maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk to personal data or data subjects, which shall include protecting personal data against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access ("Personal Data Breach"). Appendix 2 to this DPA contains a description of these measures and safeguards. Creator understands and agrees that these measures are subject to technical progress and development and Substack is therefore expressly allowed to implement adequate alternative measures; and
- without undue delay notify the Creator in writing of any Personal Data Breach and keep the Creator informed of related developments. The Creator is solely responsible for complying with any notification obligations applicable to the Creator. The performance of Substack's obligation to report or respond to a Personal Data Breach under this article is not an acknowledgement by Substack of any fault or liability with regard to the Personal Data Breach.

**Use of sub-processors.** The Creator agrees that:



any sub-processor for the processing of personal data.

- any sub-processors that are engaged by Substack for the provision of the Services shall be subject to written sub-processor terms with Substack requiring that the sub-processor abides by terms no less protective than this DPA.
- Substack currently uses the sub-processors included in Appendix 1 to this DPA. Substack may remove or appoint other suitable and reliable sub-processors at its own discretion in accordance with this article. Substack will give at least 6 weeks prior notice of any changes to the list of sub-processors. The Creator can object to a sub-processor by using its termination rights under the Agreement. If the Creator does not terminate the Agreement within this timeframe, the Creator is deemed to have accepted the respective sub-processor.
- where the sub-processor fails to fulfill its data protection obligations, Substack shall remain similarly liable to the Creator for the performance of its obligations under this DPA.

**Data transfers from the EEA.** The Creator understands and agrees that:

- Substack is based outside of the EEA in the US and that personal data may be transferred to the US or to other countries outside of the EEA provided that the specific conditions for such data transfers in applicable laws have been fulfilled.
- Where applicable data protection laws require appropriate safeguards for a transfer of personal data to a third country, and in case no adequacy decision or any other appropriate data transfer mechanism applies, Substack shall enter into SCCs as further specified in Appendix 3 to this DPA. The Creator hereby expressly authorizes Substack to enter into SCCs (also) on its behalf and commissions Substack to enforce these SCCs on the Creator's behalf where appropriate.
- Nothing in this DPA will be construed to prevail over any conflicting clause of any SCCs that have been entered into by Substack and for the prevention of doubt nothing in this DPA varies or modifies the SCCs nor affects any supervisory authority's or data subject's rights under the SCCs.

**Deletion or return of personal data.** On termination of the Publisher Agreement Substack will cease all processing of the personal data on behalf of the Creator and will as soon as



has no liability or further obligation to the Creator with respect to the deletion of personal data as described in this section.

## **Miscellaneous**

This DPA shall automatically terminate upon any termination or expiration of the Publisher Agreement. If there is any conflict between any provision of this DPA and any provision of the Publisher Agreement or the Terms of Use, this DPA shall prevail. If there is a conflict between this DPA and the SCCs the SCCs shall prevail.





<b>Data exporter</b>	The data exporter is the Publisher
<b>Data importer</b>	The data importer is: Substack, Inc. 111 Sutter St 7th Floor San Francisco, CA 94104
<b>Data subjects</b>	Unless provided otherwise by the Publisher, transferred personal data relates to the following categories of data subjects: Readers and Substack users
<b>Categories of data</b>	The personal data transferred concerns the following categories of data: first and last name, email address, phone number, payment and identification details (including billing address, credit card details and where purchase is made from), location, photograph and marketing preference.
<b>Special categories of data (if appropriate)</b>	The personal data transferred concern the following special categories of data: <b>not applicable</b>
<b>Processing operations (the Services)</b>	<p>The personal data transferred will be subject to the following basic processing activities:</p> <ul style="list-style-type: none"><li>• To establish and fulfill a contract with you, for example when you subscribe to a subscription Service. This may include verifying your identity, taking payments, communicating with you, providing customer service;</li><li>• As required by Substack to enable our business and pursue our legitimate interests. In particular we use <a href="#">you</a> Personal Information for the following purposes:</li><li>• to provide services you have requested, and respond to any communications, comments or complaints you send us;</li><li>• to monitor the use of our services and to help us monitor, improve and protect our services, content and website;</li><li>• allow you to create, maintain, customize and secure your account with us;</li><li>• to personalize our services for you;</li><li>• to monitor any user accounts to prevent, investigate and/or report fraud, misrepresentation, terrorism, security incidents or crime in accordance with applicable law;</li><li>• to invite you to take part in surveys or market research.</li><li>• Where our use of personal data is made pursuant to a balancing of our legitimate interests with your privacy interest, we will provide more information about our balancing analysis and process on request. Please send any such requests to <a href="mailto:privacy@substackinc.com">privacy@substackinc.com</a>.</li></ul>
<b>Nature and Purposes of the processing (and transfer)</b>	<b>See Substack's Publisher Agreement.</b> Processing the data consists of the following: collecting, sorting, saving, transferring, restricting and deleting data. The purpose of the processing and transfer is to facilitate the sending of emails and messages on behalf of Publishers (as defined in the Publisher Agreement) and their subscribers; in addition to fulfilling processing operations and services.
<b>Retention of the data</b>	The length of data retention is for as long as reasonably necessary to fulfill the purposes for which it was collected. Data may be retained for a longer period in the event of a complaint or if Substack reasonably believes there is a prospect of litigation in respect to its relationship with the Exporter.
<b>The frequency of the transfer</b>	The data is transferred on a continuous basis as long as the Publisher Agreement is in effect.





### *Technical and Organizational Measures*

1. **Admission Control:** Unauthorized persons cannot gain access to the location of the data processing systems for the process or usage of the data (admission control).

→	Access control system (ID reader, magnetic card, chip card)
→	Door keys and list of key owners
→	Door lock system (electric door openers etc.)
→	Security staff, janitors
→	Surveillance facilities (alarm system, video/CCTV monitor)

2. **Entry Control:** Data processing systems cannot be used by unauthorized parties (entry control).

→	Password procedures (incl. special characters, minimum length, change of password)
→	Automatic blocking (e.g. password or timeout)
→	Creation of one master record per user
→	Encryption of data carriers

3. **Access Control:** The Processor is able to access data, holds a specific access authorisation in respect of data and data cannot be read, copied, modified or deleted without authorisation (access control).

→	Differentiated access rights (profiles, roles, transactions and objects)
→	Access reports
→	Monitoring of access
→	Tracking change of access rights
→	Deletion of access rights

4. **User control:** Unauthorized use of automated data processing systems is prevented by means of data transmission (user control).

→	Password procedures (incl. special characters, minimum length, change of password)
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5. **Data media control:** Unauthorized reading, copying, modification or removal of data media is prevented (data media control).

→	Differentiated access rights
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→	Encryption/tunnelling (VPN = Virtual Private Network)
→	Electronic signatures
→	Logging
→	Transportation security of physical data carriers

7. **Input Control:** Person involved in and the timing of handling data can subsequently be checked and established in the data processing systems (input control).

→	Logging and reporting systems
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8. **Storage control:** Unauthorized persons cannot enter personal data and unauthorized inspection, modification or deletion of stored personal data is prevented (storage control).

→	Monitoring of access
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9. **Order Control:** Data can only be processed strictly in compliance with the instructions of the Controller (order control).

→	Order form for taking specific instructions (request form)
→	Monitoring execution of orders
→	Regular internal checks and documentation to confirm compliance with instructions and rules for order performance

10. **Separation Control:** Data collected for various purposes are processed separately (separation control).

→	Purpose limitation
→	Separation of functions/use of data in production/ for testing purposes

11. **Documentation Control:** The ability to review the documentation of all essential processing steps of the data processing systems, and trace whether data have only been processed in compliance with given instructions (documentation control).

→	Documentation of processing activities
→	Reports or extracts of reports from independent bodies (e. g. auditors, auditors, data protection officers, IT security department, data protection auditors, quality auditors)
→	Certification by IT security or data protection audit



→	Remote storage
→	Disaster recovery plan

13. **Reliability:** All functions of the data processing system are available and occurring malfunctions are notified (reliability).

14. **Data integrity:** Stored personal data cannot get damaged by mal-functions of the system (data integrity).

15. **Availability Control:** Data are protected against unintentional destruction or loss (availability control).

→	Backup procedures
→	Mirroring of hard disks, e.g. RAID technology
→	Uninterruptible power supply (UPS)
→	Remote storage
→	Anti-virus/firewall systems
→	Disaster recovery plan

16. **Pseudonymisation and encryption of personal data:** Appropriate pseudonymization and encryption of personal data are ensured where possible.

→	Encryption of data at rest
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17. **Procedures for Regular Testing, Assessment and Evaluation of the Technical and Organizational Measures:** There is a process in place to regularly test, assess and evaluate the effectiveness of technical and organisational measures for ensuring the security of the processing.

→	Data Protection Management
→	Incident Response Management



### *List of Sub-processors*



Sub-Processor Name	Purpose	Entity Country	Website
Amazon Web Services	Cloud computing, cloud storage, machine learning, and cloud networking services.	United States	<a href="https://aws.amazon.com/">https://aws.amazon.com/</a>
Amplitude	Data analytics services	United States	<a href="https://amplitude.com/">https://amplitude.com/</a>
Cloudera, Inc.	Cloud-based data management and machine learning models	United States	<a href="https://www.cloudera.com/">https://www.cloudera.com/</a>
Datacoral	Data infrastructure services	United States	<a href="https://www.datacoral.com/">https://www.datacoral.com/</a>
Datadog	Monitoring and analytics tool used to determine performance metrics as well as event monitoring	United States	<a href="https://www.datadoghq.com/">https://www.datadoghq.com/</a>
Mailgun	Mailgun provides email messaging services	United States	<a href="https://www.mailgun.com/">https://www.mailgun.com/</a>
Redis Labs	Database and caching services	United States	<a href="https://redis.com/">https://redis.com/</a>
Sisense/Periscope	Business intelligence data analytics and visualization services	United States	<a href="https://www.sisense.com/">https://www.sisense.com/</a>
Snowflake Inc.	Data storage and analytics services	United States	<a href="https://www.snowflake.com/en/">https://www.snowflake.com/en/</a>
Stripe	Payment services	United States	<a href="https://stripe.com/">https://stripe.com/</a>
Github	Software development tools	United States	<a href="https://github.com/">https://github.com/</a>
Hubspot	CRM services	United States	<a href="https://www.hubspot.com/">https://www.hubspot.com/</a>
Zendesk	Customer relationship and support management services	United States	<a href="https://www.zendesk.com/">https://www.zendesk.com/</a>



## **APPENDIX 3 TO THE DPA**

### **STANDARD CONTRACTUAL CLAUSES**

### **MODULE TWO: TRANSFER CONTROLLER TO PROCESSOR**

## **SECTION I**

### **Clause 1**



requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) <sup>[1]</sup> for the transfer of personal data to a third country.

(b) The Parties:

- (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter 'entity/ies') transferring the personal data, as listed in Annex I.A (hereinafter each 'data exporter'), and
- (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each 'data importer')

have agreed to these standard contractual clauses (hereinafter: 'Clauses').

(c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.

(d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

**[1] Where the data exporter is a processor subject to Regulation (EU) 2016/679 acting on behalf of a Union institution or body as controller, reliance on these Clauses when engaging another processor (sub-processing) not subject to Regulation (EU) 2016/679 also ensures compliance with Article 29(4) of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39), to the extent these Clauses and the data protection obligations as set out in the contract or other legal act between the controller and the processor pursuant to Article 29(3) of Regulation (EU) 2018/1725 are aligned. This will in particular be the case where the controller and processor rely on the standard contractual clauses included in Decision 2021/915.**

## **Clause 2**

### **Effect and invariability of the Clauses**



Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

(b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

## **Clause 3**

### **Third-party beneficiaries**

(a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:

(i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;

(ii) Clause 8.1(b), 8.9(a), (c), (d) and (e);

(iii) Clause 9(a), (c), (d) and (e);

(iv) Clause 12(a), (d) and (f);

(v) Clause 13;

(vi) Clause 15.1(c), (d) and (e);

(vii) Clause 16(e);

(viii) Clause 18(a) and (b).

(b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.



- (a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

## **Clause 5**

### **Hierarchy**

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

## **Clause 6**

### **Description of the transfer(s)**

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

## **Clause 7 - Optional**

### **Docking clause**

- (a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- (b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.



## **Section II - OBLIGATIONS OF THE PARTIES**

### **Clause 8**

#### **Data protection safeguards**

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

#### **8.1 Instructions**

- (a) The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.
- (b) The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

#### **8.2 Purpose limitation**

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I. B, unless on further instructions from the data exporter.

#### **8.3 Transparency**

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand the its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.





has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

## **8.5 Duration of processing and erasure or return of data**

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

## **8.6 Security of processing**

(a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter 'personal data breach'). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and



security.

(b) The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

(c) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

(d) The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

## **8.7 Sensitive data**

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter 'sensitive data'), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I.B.

## **8.8 Onward transfers**



party located outside the European Union <sup>(14)</sup> (in the same country as the data importer or in another third country, hereinafter 'onward transfer') if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

- (i) the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;
- (iii) the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iv) the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

## **8.9 Documentation and compliance**

- (a) The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.
- (b) The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.
- (c) The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.



of the data importer and shall, where appropriate, be carried out with reasonable notice.

(e) The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

**[2] The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purpose of these Clauses.**

## **Clause 9**

### **Use of sub-processors**

OPTION 2: GENERAL WRITTEN AUTHORISATION The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least 6 weeks in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.

(a) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects. <sup>[3]</sup> The Parties agree that, by complying with this Clause, the data importer fulfills its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.

(b) The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including



(c) The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.

(d) The data importer shall agree a third-party beneficiary clause with the sub-processor whereby – in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent – the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

## **Clause 10**

### **Data subject rights**

(a) The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.

(b) The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.

(c) In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

## **Clause 11**

### **Redress**

(a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to



- (b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
- (c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
  - (i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
  - (ii) refer the dispute to the competent courts within the meaning of Clause 18.
- (d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
- (e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- (f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

## **Clause 12**

### **Liability**

- (a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- (b) The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.



material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.

(d) The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.

(e) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.

(f) The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.

(g) The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

## **Clause 13**

### **Supervision**

(a) [Where the data exporter is established in an EU Member State:] The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

[Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679:] The supervisory authority of the Member State in which the representative



[Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679:] The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.

(b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

**[3] This requirement may be satisfied by the sub-processor acceding to these Clauses under the appropriate Module, in accordance with Clause 7.**

## **SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES**

### **Clause 14**

#### **Local laws and practices affecting compliance with the Clauses**

(a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.





(i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;

(ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards <sup>(4)</sup>;

(iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.

(c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

(d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.

(e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

(f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be



such transfer can be ensured, or it instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

**[5] As regards the impact of such laws and practices on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities, or the absence of such requests, covering a sufficiently representative time-frame. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level, provided that this information can be lawfully shared with third parties. Where this practical experience is relied upon to conclude that the data importer will not be prevented from complying with these Clauses, it needs to be supported by other relevant, objective elements, and it is for the Parties to consider carefully whether these elements together carry sufficient weight, in terms of their reliability and representativeness, to support this conclusion. In particular, the Parties have to take into account whether their practical experience is corroborated and not contradicted by publicly available or otherwise accessible, reliable information on the existence or absence of requests within the same sector and/or the application of the law in practice, such as case law and reports by independent oversight bodies.**

## **Clause 15**

### **Obligations of the data importer in case of access by public authorities**

#### **15.1 Notification**

- (a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
  - (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
  - (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.



best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.

(c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).

(d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.

(e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

## **15.2 Review of legality and data minimization**

(a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

(b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of



(c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

## **SECTION IV – FINAL PROVISIONS**

### **Clause 16**

#### **Non-compliance with the Clauses and termination**

(a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.

(b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).

(c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:

(i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;

(ii) the data importer is in substantial or persistent breach of these Clauses; or

(iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.



returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

(e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

## **Clause 17**

### **Governing law**

These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third- party beneficiary rights. The Parties agree that this shall be the law of the Netherlands.]

## **Clause 18**

### **Choice of forum and jurisdiction**

(a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.

(b) The Parties agree that those shall be the courts of the Netherlands.

(c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.



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## **EXPLANATORY NOTE:**

It must be possible to clearly distinguish the information applicable to each transfer or category of transfers and, in this regard, to determine the respective role(s) of the Parties as data exporter(s) and/or data importer(s). This does not necessarily require completing and signing separate appendices for each transfer/category of transfers and/or contractual relationship, where this transparency can be achieved through one appendix. However, where necessary to ensure sufficient clarity, separate appendices should be used.

## **ANNEX I**

### **A. LIST OF PARTIES**

See the Parties listed in the DPA.

### **B. DESCRIPTION OF TRANSFER**

See Appendix 1 of the DPA.

### **C. COMPETENT SUPERVISORY AUTHORITY**

The Dutch data protection authority (*Autoriteit Persoonsgegevens*)

## **ANNEX II**

**Please see Appendix 2 to the DPA**

## **ANNEX III**

### **LIST OF SUB-PROCESSORS**

**Please see Appendix 3 to the DPA**

## **ANNEX IV**

### **INTERNATIONAL DATA TRANSFER ADDENDUM TO THE EU COMMISSION STANDARD CONTRACTUAL CLAUSES ("UK ADDENDUM")**

(VERSION B1.0, in force 21 March 2022)



governed by the United Kingdom Data Protection Act 2018 (“**UK GDPR**”).

This Addendum has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

## **Part 1: Tables**

### **Table 1: Parties**

<b>Start date</b>		
<b>The Parties</b>	<b>Exporter (who sends the Restricted Transfer)</b>	<b>Importer (who receives the Restricted Transfer)</b>
<b>Parties' details</b>	See the Parties listed in the DPA	See the Parties listed in the DPA
<b>Key Contact</b>	Full Name (optional): Job Title: Contact details including email:	Full Name (optional): Job Title: Contact details including email:
<b>Signature (if required for the purposes of Section 2)</b>		

### **Table 2: Selected SCCs, Modules and Selected Clauses**



	<p>Date: Reference (if any): Other identifier (if any): Or</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:</p>
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Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time period)	Is personal data received from the Importer combined with personal data collected by the Exporter?
1						
2	Yes	Yes	n/a	General authorisation	30 days	No
3						
4						

**Table 3: Appendix Information**

“**Appendix Information**” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex 1A: List of Parties: See the Parties listed in the DPA
Annex 1B: Description of Transfer: See Appendix 1 of the DPA
Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: See Appendix 2 of the DPA
Annex III: List of Sub processors (Modules 2 and 3 only): See Appendix 3 of the DPA

**Table 4: Ending this Addendum when the Approved Addendum Changes**





Approved  
Addendum  
changes

☐ neither Party

## **Part 2: Mandatory Clauses**

### **Entering into this Addendum**

1. Each Party agrees to be bound by the terms and conditions set out in this Addendum, in exchange for the other Party also agreeing to be bound by this Addendum.
2. Although Annex 1.A and Clause 7 of the Approved EU SCCs require signature by the Parties, for the purpose of making Restricted Transfers, the Parties may enter into this Addendum in any way that makes them legally binding on the Parties and allows data subjects to enforce their rights as set out in this Addendum. Entering into this Addendum will have the same effect as signing the Approved EU SCCs and any part of the Approved EU SCCs.

### **Interpretation of this Addendum**

3. Where this Addendum uses terms that are defined in the Approved EU SCCs those terms shall have the same meaning as in the Approved EU SCCs. In addition, the following terms have the following meanings:



<b>Addendum EU SCCs</b>	The version(s) of the Approved EU SCCs which this Addendum is appended to, as set out in Table 2, including the Appendix Information.
<b>Appendix Information</b>	As set out in Table 3.
<b>Appropriate Safeguards</b>	The standard of protection over the personal data and of data subjects' rights, which is required by UK Data Protection Laws when you are making a Restricted Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.
<b>Approved Addendum</b>	The template Addendum issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18.
<b>Approved EU SCCs</b>	The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
<b>ICO</b>	The Information Commissioner.
<b>Restricted Transfer</b>	A transfer which is covered by Chapter V of the UK GDPR.
<b>UK</b>	The United Kingdom of Great Britain and Northern Ireland.
<b>UK Data Protection Laws</b>	All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
<b>UK GDPR</b>	As defined in section 3 of the Data Protection Act 2018.

1. This Addendum must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfills the Parties' obligation to provide the Appropriate Safeguards.
2. If the provisions included in the Addendum EU SCCs amend the Approved SCCs in any way which is not permitted under the Approved EU SCCs or the Approved Addendum, such amendment(s) will not be incorporated in this Addendum and the equivalent provision of the Approved EU SCCs will take their place.
3. If there is any inconsistency or conflict between UK Data Protection Laws and this Addendum, UK Data Protection Laws applies.
4. If the meaning of this Addendum is unclear or there is more than one meaning, the meaning which most closely aligns with UK Data Protection Laws applies.
5. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or



## **Hierarchy**

6. Although Clause 5 of the Approved EU SCCs sets out that the Approved EU SCCs prevail over all related agreements between the parties, the parties agree that, for Restricted Transfers, the hierarchy in Section 10 will prevail.

7. Where there is any inconsistency or conflict between the Approved Addendum and the Addendum EU SCCs (as applicable), the Approved Addendum overrides the Addendum EU SCCs, except where (and in so far as) the inconsistent or conflicting terms of the Addendum EU SCCs provides greater protection for data subjects, in which case those terms will override the Approved Addendum.

8. Where this Addendum incorporates Addendum EU SCCs which have been entered into to protect transfers subject to the General Data Protection Regulation (EU) 2016/679 then the Parties acknowledge that nothing in this Addendum impacts those Addendum EU SCCs.

## **Incorporation of and changes to the EU SCCs**

9. This Addendum incorporates the Addendum EU SCCs which are amended to the extent necessary so that:

- a. together they operate for data transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that data transfer, and they provide Appropriate Safeguards for those data transfers;
- b. Sections 9 to 11 override Clause 5 (Hierarchy) of the Addendum EU SCCs; and
- c. this Addendum (including the Addendum EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the courts of England and Wales, in each case unless the laws and/or courts of Scotland or Northern Ireland have been expressly selected by the Parties.

10. Unless the Parties have agreed alternative amendments which meet the requirements of Section 12, the provisions of Section 15 will apply.



12. The following amendments to the Addendum EU SCCs (for the purpose of Section 12) are made:

a. References to the “Clauses” means this Addendum, incorporating the Addendum EU SCCs;

b. In Clause 2, delete the words:

“and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679”;

c. Clause 6 (Description of the transfer(s)) is replaced with:

“The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter’s processing when making that transfer.”;

d. Clause 8.7(i) of Module 1 is replaced with:

“it is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer”;

e. Clause 8.8(i) of Modules 2 and 3 is replaced with:

“the onward transfer is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer;”

f. References to “Regulation (EU) 2016/679”, “Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)” and “that Regulation” are all replaced by “UK Data Protection Laws”. References to specific Article(s) of “Regulation (EU) 2016/679” are replaced with the equivalent Article or Section of UK Data Protection Laws;



iii. References to the "European Union", "Union", "EU", "EU Member State", "Member State" and "EU or Member State" are all replaced with the "UK";

i. The reference to "Clause 12(c)(i)" at Clause 10(b)(i) of Module one, is replaced with "Clause 11(c)(i)";

j. Clause 13(a) and Part C of Annex I are not used;

k. The "competent supervisory authority" and "supervisory authority" are both replaced with the "Information Commissioner";

l. In Clause 16(e), subsection (i) is replaced with:

"the Secretary of State makes regulations pursuant to Section 17A of the Data Protection Act 2018 that cover the transfer of personal data to which these clauses apply;";

m. Clause 17 is replaced with:

"These Clauses are governed by the laws of England and Wales.";

n. Clause 18 is replaced with:

"Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts."; and

o. The footnotes to the Approved EU SCCs do not form part of the Addendum, except for footnotes 8, 9, 10 and 11.

## **Amendments to this Addendum**

13. The Parties may agree to change Clauses 17 and/or 18 of the Addendum EU SCCs to refer to the laws and/or courts of Scotland or Northern Ireland.

14. If the Parties wish to change the format of the information included in Part 1: Tables of the Approved Addendum, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.



- a. makes reasonable and proportionate changes to the Approved Addendum, including correcting errors in the Approved Addendum; and/or
- b. reflects changes to UK Data Protection Laws;

The revised Approved Addendum will specify the start date from which the changes to the Approved Addendum are effective and whether the Parties need to review this Addendum including the Appendix Information. This Addendum is automatically amended as set out in the revised Approved Addendum from the start date specified.

16. If the ICO issues a revised Approved Addendum under Section 18, if any Party selected in Table 4 "Ending the Addendum when the Approved Addendum changes", will as a direct result of the changes in the Approved Addendum have a substantial, disproportionate and demonstrable increase in:

- a its direct costs of performing its obligations under the Addendum; and/or
- b its risk under the Addendum,

and in either case it has first taken reasonable steps to reduce those costs or risks so that it is not substantial and disproportionate, then that Party may end this Addendum at the end of a reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised Approved Addendum.

17. The Parties do not need the consent of any third party to make changes to this Addendum, but any changes must be made in accordance with its terms.



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# Terms of Use

Effective date: April 21, 2025

## Welcome to Substack!

These Terms of Use are a binding contract between you and Substack Inc. ("we", "us", "our"). It contains the rules and restrictions that govern your use of Substack's products and services (referred to below simply as "Substack"). If you have any questions, comments, or concerns regarding these Terms or our products and services, please contact us at [tos@substackinc.com](mailto:tos@substackinc.com).

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You represent and warrant that you are of legal age to form a binding contract. As detailed further below, you may not and must not use Substack if you are under 16 years old.





warrant that you are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms (in which case, the references to "you" and "your" throughout this document refer to that organization or entity).

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You may be required to sign up for an account and select a password. You promise to provide us with accurate, complete, and up-to-date registration information about yourself.

You agree that you will only use Substack for your own personal or organizational use, and not on behalf of or for the benefit of any third party. You may not transfer your account to anyone else without our prior written permission.

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- **Any amount, in the aggregate, in excess of the greater of (1) \$100 or (2) the amounts paid and/or payable by you to us in connection with Substack in the twelve-month period preceding the applicable claim.**

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## **SMS Messaging**

If you provide us your phone number, we may use an SMS message to verify your control of the phone number. Your carrier's message and data rates may apply to this SMS verification. We don't send text messages for other purposes, however, you can reply "HELP" for help, or "STOP"



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We may offer you functionality that allows you to integrate third-party services in Substack, or to use Substack to interact with third-party services. Where we do, you understand that your use of third-party services is subject to those services' own terms and policies. In particular, if you use your Substack account to interact with the YouTube API, you agree to be bound by the YouTube [terms of service](#).

## **Changes to Substack**

We're always trying to improve Substack, so our products and services may change over time. We may suspend or discontinue any part of Substack, or we may introduce new features or impose limits on certain features or restrict access to parts or all of Substack. We'll try to give you notice when we make a material change to Substack that would adversely affect you, but this isn't always possible or practical.

## **Changes to the Terms**

We are constantly trying to improve our products and services, so these Terms may need to change along with Substack. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by placing a notice on the website, by sending you an email, and/or by some other means.

If you don't agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use Substack. If you use Substack in any way after a change to the Terms is effective and notice has been provided, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

## **US Federal Government Agencies**

If you are a United States Federal Government Agency, [this Amendment](#) applies to you.

## **Violations of the Terms**



violation of any of the restrictions set forth in these terms.

## Miscellaneous Terms

The above covers most of the questions that we typically receive about Substack. We have grouped provisions that come up less frequently below:

- **Indemnification:** To the fullest extent allowed by applicable law, you agree to indemnify and hold Substack, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) your use of Substack (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action, we will attempt to provide notice to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).
- **Assignment:** You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Substack account, in any way (by operation of law or otherwise) without our prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.
- **Choice of Law:** These Terms are governed by and will be construed under applicable federal law and the laws of the State of California, without regard to the conflicts of laws provisions thereof.
- **Arbitration and Class Action Waiver:** Any dispute arising from or relating to the subject matter of these Terms shall be finally settled by arbitration in San Francisco County, California, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Streamlined Arbitration Rules and Procedures of JAMS. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case





tinal decision by the arbitrator. For all purposes of these Terms, you consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, San Francisco County, California, or the Northern District of California. The prevailing party in any action or proceeding arising out of these Terms will be entitled to an award of costs and attorneys' fees. To the fullest extent permitted by law, you and Substack Inc agree that all claims against the other can only be brought in an individual capacity, and not as a plaintiff or class member in any purported class, consolidated, or other representative proceeding. We agree that arbitrators may not conduct any class, consolidated, or representative proceeding, and are limited to providing relief warranted by an individual party's claim.

- **No Third-Party Beneficiaries:** We agree there are no third-party beneficiaries intended under these Terms.
- **No Joint Venture:** You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Substack Inc., and you do not have any authority of any kind to bind us in any respect whatsoever.
- **Waiver:** The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder.
- **Severability:** If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable.
- **Entire Agreement:** You agree that these Terms are the complete and exclusive statement of the mutual understanding between you and us, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms.

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