

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR LOS ANGELES COUNTY

Chinitz v. Telecom Evolutions, LLC, No. 18STCV08068 (Cal. Super. Ct. Los Angeles Cty.)

If your subscription to DSL Extreme’s TrueSTREAM internet service began between March 1, 2015, and July 14, 2017, you may be entitled to benefits under a class action settlement.

A California state court authorized this Notice. This is not a solicitation.

- A proposed California state settlement (“Settlement”) has been reached in a class action lawsuit involving Defendants Telecom Evolutions, LLC, and Quality Speaks LLC (together, “DSL Extreme”) regarding the marketing and sale of their TrueSTREAM internet service in California as “fiber optic.” The Settlement resolves litigation over whether DSL Extreme violated California state false advertising laws in marketing and selling TrueSTREAM as “fiber optic.” DSL Extreme denies that it did anything wrong. The Court has not decided who is right.
- You may be eligible to participate in the proposed Settlement if (i) you purchased one or more of four TrueSTREAM internet service packages (768 kb, 1.5 mb, 3.0 mb, and 6.0 mb); (ii) you maintained a standard copper-based phone line with AT&T concurrent with each month you purchased the TrueSTREAM service; (iii) you resided within, and had a phone line with, one of the area codes listed in Section 5 below; and (iv) your TrueSTREAM subscription **began between March 1, 2015, and July 14, 2017**. If the Court approves the Settlement, DSL Extreme has agreed to make a cash payment to each Settlement Class Member who submits a timely, valid Claim Form, as follows:
 - For the Settlement Class Members who had the TrueSTREAM 768 kbps package, **\$5.00 per month for each month they had active service, until May 27, 2022.**
 - For the Settlement Class Members who had the TrueSTREAM 1.5 mb package, **\$8.00 per month for each month they had active service, until May 27, 2022.**
 - For the Settlement Class Members who had the TrueSTREAM 3.0 mb package, **\$13.00 per month for each month they had active service, until May 27, 2022.**
 - For the Settlement Class Members who had the TrueSTREAM 6.0 mb package, **\$13.00 per month for each month they had active service, until May 27, 2022.**
- **YOU MUST SUBMIT A TIMELY, VALID CLAIM FORM TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.**
- If the Court approves the Settlement, DSL Extreme may be required to pay service awards to the Class Representatives who pursued this litigation; attorneys’ fees and costs to the lawyers who brought the lawsuit; and the costs of Class Notice and the Settlement Administration Process. Plaintiffs will request service awards up to \$3,000 in the aggregate as well as up to \$300,000 in attorneys’ fees and costs. These payments will not reduce the amount of relief available to Settlement Class Members.
- If you are a Settlement Class Member, your legal rights are affected whether you act or do not act. Please read this Notice carefully.

QUESTIONS? CALL 1-833-620-3580 OR VISIT WWW.FIBEROPTICSETTLEMENT.COM

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p align="center">SUBMIT A CLAIM FORM BY DECEMBER 21, 2022</p>	<p>SUBMITTING A CLAIM FORM IS THE ONLY WAY TO GET A PAYMENT AS PART OF THIS SETTLEMENT. You may make a Claim for Settlement relief by (1) submitting a Claim Form online at www.fiberopticsettlement.com; (2) mailing the Claim Form to <i>Chinitz v. Telecom Evolutions</i>, c/o Kroll Settlement Administration, P.O. Box 5324, New York, NY 10150-5324; or (3) if you received notice via a postcard, the postcard contains a Claim Form which may be completed and mailed to the Settlement Administrator.</p>
<p align="center">EXCLUDE YOURSELF FROM THE SETTLEMENT BY DECEMBER 21, 2022</p>	<p>If you are a Settlement Class Member and you request to be excluded from the Settlement, you won't be eligible to receive any money, but you will keep any rights to sue DSL Extreme separately over the legal claims in this lawsuit. This is the only option that allows you to ever be a part of any other lawsuit against DSL Extreme about the legal claims in this case.</p>
<p align="center">OBJECT TO THE SETTLEMENT BY DECEMBER 21, 2022</p>	<p>If you are a Settlement Class Member and you would like to object to the Settlement, you must (1) mail a written objection to the Settlement Administrator or (2) appear at the Final Approval Hearing and ask to speak. A written objection must meet all requirements in Section 17 below. Even if you file a valid and timely objection, you can still submit a claim for money.</p>
<p align="center">GO TO THE FINAL APPROVAL HEARING ON JANUARY 20, 2023, AT 11:00 A.M. PT</p>	<p>You may speak in Court about the fairness of the Settlement.</p> <p>The Court has scheduled a Final Approval Hearing for January 20, 2023, at 11:00 a.m. PT at the Superior Court of California, Los Angeles County, before the Honorable Amy D. Hogue, Department 7, at 312 North Spring Street, Los Angeles, California 90012. At that time, the Court will decide whether to give Final Approval to the Settlement. The Court will hear from any Settlement Class Member who attends the Final Approval Hearing and asks to speak. The longstanding face mask mandate in Los Angeles County courthouses was lifted effective April 4, 2022, but the use of well-fitting medical masks or respirators is strongly recommended. Please visit www.lacourt.org for information and updates regarding use of face masks.</p> <p>The hearing may be held virtually and may be moved to a different date or time without additional notice.</p> <p>It is not necessary for you to appear at this hearing, but you may attend at your own expense.</p>
<p align="center">DO NOTHING</p>	<p>If you are a Settlement Class Member and you do nothing, you will not receive any money as part of the Settlement. You also will never be able to sue DSL Extreme separately over the legal claims in this lawsuit and will be bound by any judgment.</p>

- These rights and options—**and the deadlines to exercise them**—are explained in this notice. The deadlines may be moved, canceled, or otherwise modified, so please check the Settlement Website, www.fiberopticsettlement.com, regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made on valid and timely claims if the Court approves the Settlement and after any appeals are resolved. Please be patient.

QUESTIONS? CALL 1-833-620-3580 OR VISIT WWW.FIBEROPTICSETTLEMENT.COM

BASIC INFORMATION.....Page 4

1. Why was this notice issued?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?

WHO IS IN THE SETTLEMENT?.....Page 4-5

5. How do I know if I am a Settlement Class Member?
6. Which TrueSTREAM internet services are included in the Settlement?
7. What if I am still not sure if I am included in the Settlement Class?

SETTLEMENT BENEFITS.....Page 5-6

8. What does the Settlement provide?
9. What can I get from the Settlement?
10. What am I giving up if I stay in the Settlement Class?

HOW TO GET A SETTLEMENT PAYMENT.....Page 6

11. How can I get a Settlement payment?
12. When will I get my Settlement payment?

IF YOU DO NOTHING.....Page 7

13. What happens if I do nothing at all?

EXCLUDING YOURSELF FROM THE SETTLEMENT.....Page 7

14. How do I get out of the Settlement?
15. If I do not exclude myself, can I sue DSL Extreme for the same thing later?
16. If I exclude myself, can I still get a payment?

OBJECTING TO THE SETTLEMENT.....Page 8

17. How can I tell the Court if I do not like the Settlement?
18. What is the difference between objecting and excluding?

THE LAWYERS REPRESENTING THE SETTLEMENT CLASS.....Page 9-10

19. Do I have a lawyer in this case?
20. How will the lawyers be paid?

THE COURT'S FINAL APPROVAL HEARING.....Page 9

21. When and where will the Court decide whether to approve the Settlement?
22. Do I have to come to the Final Approval Hearing?
23. May I appear and speak at the Final Approval Hearing?

GETTING MORE INFORMATION..... Page 9-10

24. How do I get more information?

1. Why was this notice issued?

The Court (as defined below) has authorized this Notice to inform you of a proposed Settlement of a class action lawsuit that may affect your rights. You have legal rights and options that you may exercise, as explained in this Notice, before the Court decides whether to approve the Settlement. If the Court approves the Settlement and after any appeals are resolved, an administrator appointed by the Court will make payments as provided by the Settlement. Because your rights may be affected by this Settlement, it is important that you read this Notice carefully.

If you received a Notice by email or mail, it is because records obtained in this case indicate that you may have purchased TrueSTREAM internet service from DSL Extreme beginning on a date between March 1, 2015, and July 14, 2017. As a result, you may be a Settlement Class Member (see Section 5 below for details).

Judge Amy D. Hogue of the Superior Court of the State of California for Los Angeles County (the “Court”), is currently overseeing the case. The case is called *Chinitz v. Telecom Evolutions, LLC*, Case No. 18STCV08068 (Cal. Super. Ct. Los Angeles Cty.). The individuals who sued are called the “Plaintiffs,” and the companies Plaintiffs sued, Telecom Evolutions, LLC, and Quality Speaks LLC, are collectively referred to herein as “DSL Extreme.”

2. What is this lawsuit about?

The lawsuit alleges that the “fiber optic” statements in the marketing of DSL Extreme’s TrueSTREAM internet service were misleading. Plaintiffs allege DSL Extreme’s conduct violated California deceptive business practices statutes, constituted intentional misrepresentation under California law, and gave rise to DSL Extreme being unjustly enriched in violation of California law. These California laws allow Plaintiffs to recover money damages and to get a court order stopping the deceptive marketing.

DSL Extreme denies any and all wrongdoing of any kind whatsoever, and denies any liability to Plaintiffs and to the Settlement Class. **The Court has not decided who is right.**

3. Why is this a class action?

In a class action, one or more people called “Class Representative(s)” (in this case, Plaintiffs Stevie Hemphill and Linda Gomez) sue on behalf of a group (or groups) of people who have similar claims. All the people who have similar claims are in a “class” and are “class members,” except for those who exclude themselves from the class. California Superior Court Judge Amy D. Hogue in the Superior Court of California, County of Los Angeles is in charge of this class action.

4. Why is there a Settlement?

DSL Extreme denies any wrongdoing and both sides want to avoid the costs of further litigation. The Court has not decided in favor of the Plaintiffs or DSL Extreme. The Class Representatives and their attorneys think the Settlement is best for everyone who is affected. The Settlement provides the opportunity for Settlement Class Members to receive Settlement benefits.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am a Settlement Class Member?

The Court has decided that the Settlement Class includes all persons who meet **all of the following requirements**:

- (a) Subscribed to DSL Extreme’s TrueSTREAM internet service in one or more of the following packages (only): 768 kbps, 1.5 mb, 3.0 mb, and 6.0 mb;
- (b) Who, at the time of service, were eligible for an “ADSL1” package in that they: 1) lived in an area serviced by the “ADSL1” and 2) maintained a standard copper-based phone line with AT&T concurrent with each month their TrueSTREAM service was purchased through DSL Extreme;

(c) Who, at the time of service, resided within, and had a phone line with, one of the following area codes: 213; 310; 323; 408; 415; 424; 442; 510; 562; 619; 626; 628; 650; 657; 661; 669; 707; 714; 747; 805; 818; 831; 858; 909; 925; 949; or 951; and

(d) Whose TrueSTREAM subscription began no earlier than March 1, 2015, and no later than July 14, 2017.

Excluded from the Settlement Class and Settlement Class Members are: (a) the directors, officers, employees, and attorneys of DSL Extreme, its parents and subsidiaries, and any other entity in which DSL Extreme has a controlling interest; (b) governmental entities; (c) the Court, the Court's immediate family, and Court staff; and (d) any person that timely and properly excludes himself or herself from the Settlement Class in accordance with the procedures approved by the Court.

6. Which TrueSTREAM internet services are included in the Settlement?

The internet services covered by this Settlement are DSL Extreme's TrueSTREAM internet services in the following packages only: 768 kbps, 1.5 mb, 3.0 mb, and 6.0 mb.

7. What if I am still not sure if I am included in the Settlement Class?

If you are not sure whether you are a Settlement Class Member, or if you have any other questions about the Settlement Agreement, you should visit the Settlement Website, www.fiberopticsettlement.com, or call the following toll-free number, **1-833-620-3580**.

SETTLEMENT BENEFITS

8. What does the Settlement provide?

The Settlement provides for (1) monetary payments for timely, valid Claims submitted by Settlement Class Members; (2) monetary payment for the costs of Class Notice and the Settlement Administration Process; (3) subject to Court approval, monetary payments for Plaintiffs' counsel's attorneys' fees and costs and for service awards for Plaintiffs Stevie Hemphill and Linda Gomez for serving as the Class Representatives; and (4) nonmonetary relief, in which DSL Extreme has agreed to refrain from referring to TrueSTREAM internet service as "fiber optic" unless it can ensure that TrueSTREAM customers are connected via fiber optic cable between the central office and their homes. Settlement Class Members who timely submit valid Claim Forms are entitled to receive a cash payment from the Settlement. **SUBMITTING A TIMELY, VALID CLAIM FORM IS THE ONLY WAY TO GET A PAYMENT AS PART OF THIS SETTLEMENT.**

9. What can I get from the Settlement?

If you are a Settlement Class Member and you submit a valid Claim Form by the deadline, December 21, 2022, you can get a payment from the Settlement. The payment will be determined as follows:

- (a) For those Settlement Class Members who ordered the TrueStream 768 kbps package, \$5.00 per month for each month they had active service, until **May 27, 2022**.
- (b) For those Settlement Class Members who ordered the TrueStream 1.5 mb package, \$8.00 per month for each month they had active service, until **May 27, 2022**.
- (c) For those Settlement Class Members who ordered the TrueStream 3.0 mb package, \$13.00 per month for each month they had active service, until **May 27, 2022**.
- (d) For those Settlement Class Members who ordered the TrueStream 6.0 mb package, \$13.00 per month for each month they had active service, until **May 27, 2022**.

10. What am I giving up if I stay in the Settlement Class?

Unless you exclude yourself from the Settlement, you cannot sue DSL Extreme, continue to sue, or be part of any other lawsuit against DSL Extreme about the Released Claims in this Settlement. Also, if you do not exclude yourself from the Settlement, all of the decisions by the Court will bind you. The full Release set forth in the Settlement Agreement is quoted in the paragraph below. The Release describes exactly the legal claims that you

give up if you stay in the Settlement Class. The full Settlement Agreement is available at the Settlement Website, www.fiberopticsettlement.com.

Class Members' Releases and Waivers of Claims. Two hundred seventy (270) calendar days after the Effective Date, for the Class Members' benefit and for other good and valuable consideration under terms of this Settlement, the receipt and sufficiency of which is hereby acknowledged, all Class Members (including the Class Representatives), and each of their respective present, former, and future spouses, heirs, executors, trustees, guardians, wards, administrators, representatives, agents, attorneys, partners, successors, predecessors, assigns, affiliates, parents, subsidiaries, corporate family members, officers, directors, employees, members, member entities, shareholders, principals, vendors, and insurers, individually, jointly, and severally, and all those acting or purporting to act on their behalf, shall be deemed to fully and forever release, waive, acquit, and discharge Defendants, its insurers, its present, former, and future successors, assigns, affiliates, lenders, equity owners, investors, parents, subsidiaries, and corporate family members, and each of their respective officers, directors, partners, employees, agents, heirs, administrators, executors, members, member entities, shareholders, predecessors, successors, assigns, transferees, representatives, trustees, principals, vendors, attorneys, lenders, equity owners, and investors, individually, jointly, and severally (collectively, "Released Parties") from any and all claims, demands, damages, accounts, debts, liens, suits, actions, and rights or causes of action that the Settlement Class now has or has had, or hereafter can, shall, or may have arising out of the March 1, 2015 to May 18, 2022 facts alleged in the Action including claims of improper or false advertising, unfair business practices, misrepresentation, fraud, and/or unjust enrichment ("Released Claims"). It is expressly intended and understood by the Parties that this Agreement is to be construed as a complete settlement, accord, and satisfaction of the Class Members' Released Claims, even if the Class Members never received actual notice of the Settlement prior to the Final Approval Hearing. The terms of said release as set forth above shall be set forth in the Court's Final Approval Order.

HOW TO GET A SETTLEMENT PAYMENT

11. **How can I get a Settlement payment?**

TO BE ELIGIBLE TO RECEIVE A PAYMENT FROM THE SETTLEMENT, YOU MUST COMPLETE AND SUBMIT A TIMELY CLAIM FORM. You can complete and submit your Claim Form online at the Settlement Website, www.fiberopticsettlement.com. The Claim Form can be downloaded from the Settlement Website, as well. You can request a Claim Form to be sent to you by sending a written request to the Settlement Administrator by mail or by email.

MAIL: *Chinitz v. Telecom Evolutions*, c/o Kroll Settlement Administration, P.O. Box 5324, New York, NY 10150-5324

EMAIL: claims@fiberopticsettlement.com

Please read the instructions carefully, fill out the Claim Form, and mail it via first-class United States Mail, postmarked no later than **December 21, 2022** to: Settlement Administrator, *Chinitz v. Telecom Evolutions*, c/o Kroll Settlement Administration, P.O. Box 5324, New York, NY 10150-5324. Or, alternatively, you may submit your Claim Form online at the Settlement Website, www.fiberopticsettlement.com, by **December 21, 2022**.

Alternatively, if you receive notice via a postcard, the postcard contains a Claim Form which may be completed and mailed to the Settlement Administrator.

IF YOU DO NOT SUBMIT A VALID CLAIM FORM BY THE DEADLINE, YOU WILL NOT RECEIVE A PAYMENT.

12. **When will I get my Settlement payment?**

Payments will be sent to Settlement Class Members who send in valid and timely Claim Forms after the Court grants "Final Approval" to the Settlement and after any and all appeals are resolved. If the Court approves the Settlement after the Final Approval Hearing on **January 20, 2023**, there may be appeals. If there are appeals, it's always uncertain whether they can be resolved, and resolving them can take time.

QUESTIONS? CALL 1-833-620-3580 OR VISIT WWW.FIBEROPTICSETTLEMENT.COM

13. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not get a payment from the Settlement. Unless you exclude yourself from the Settlement, you cannot sue DSL Extreme, continue to sue, or be part of any other lawsuit against DSL Extreme about the Released Claims in this Settlement. Also, if you do not exclude yourself from the Settlement, all of the decisions by the Court will bind you. Section 10 above quotes the full Release from the Settlement Agreement, which describes exactly the legal claims that you give up if you stay in the Settlement Class. The Settlement Agreement is available at the Settlement Website, www.fiberopticsettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be legally bound by the Settlement or the Court’s judgment in this class action, and instead you want to keep the right to sue or continue to sue DSL Extreme on your own about the claims released in this Settlement, then you must take steps to remove yourself from the Settlement. This is called excluding yourself, or it is sometimes referred to as “opting out” of the Settlement Class. If you exclude yourself from the Settlement Class, you will not receive any money from the Settlement and cannot object to the Settlement.

14. How do I get out of the Settlement?

To exclude yourself or opt out from the Settlement, you must mail to the Settlement Administrator a written request that includes the following:

- Your name and address;
- The name of the case: *Chinitz v. Telecom Evolutions, LLC*, Case No. 18STCV08068 (Cal. Super. Ct. Los Angeles Cty.);
- A statement that you want to be excluded from this Settlement; and
- Your signature. Your exclusion request must be personally signed.

You must mail your exclusion request via first-class United States Mail, postmarked no later than **December 21, 2022**, to:

Chinitz v. Telecom Evolutions
c/o Kroll Settlement Administration
P.O. Box 5324
New York, NY 10150-5324

If you do not include the required information or submit your request for exclusion on time, you will remain a Settlement Class Member and will not be able to sue DSL Extreme about the claims in this lawsuit.

15. If I do not exclude myself, can I sue DSL Extreme for the same thing later?

No. Unless you exclude yourself, you give up any right to sue DSL Extreme for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit. If you properly exclude yourself from the Settlement Class, you shall not be bound by any orders or judgments entered in the Action relating to the Settlement Agreement.

16. If I exclude myself, can I still get a payment?

No. You will not get any money from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not send in a Claim Form asking for benefits.

17. How can I tell the Court if I do not like the Settlement?

A Settlement Class Member may object to the proposed Settlement. A Settlement Class Member may object to the Settlement either on his or her own without an attorney, or through an attorney hired at his or her expense. Any written objection must be personally signed by the Settlement Class Member (and his or her attorney, if individually represented), and sent by U.S. Mail to the Settlement Administrator at the address set forth below, postmarked no later than **December 21, 2022**.

Additionally or alternatively, regardless of whether the requirements in this Section for written objections have been met, the Court will hear from any Settlement Class Member who attends the Final Approval Hearing discussed in Section 21 below and asks to speak regarding his or her objection.

Any written objection must include: (a) a caption or title that identifies it as “Objection to Class Settlement in *Chinitz v. Telecom Evolutions, LLC*, Los Angeles Superior Court, Case No. 18STCV08068”; (b) information sufficient to identify and contact the objecting Class Member (or his or her individually hired attorney, if any); (c) a clear and concise statement of the Class Member’s objection; and (d) documents sufficient to establish the basis for the objector’s standing as a Class Member, such as (1) a declaration signed by the objector under penalty of perjury that the objector purchased one or more of the four covered TrueSTREAM internet service packages (namely, 768 kbps, 1.5 mb, 3.0 mb, and 6.0 mb) during the Class Period, had an AT&T phone line concurrent with each month their TrueSTREAM service was purchased through DSL Extreme, and resided within and had a phone line with one of the following area codes: 213; 310; 323; 408; 415; 424; 442; 510; 562; 619; 626; 628; 650; 657; 661; 669; 707; 714; 747; 805; 818; 831; 858; 909; 925; 949; or 951; or (2) documents reflecting such TrueSTREAM package, landline, and area code. The objection must be in writing and personally signed by the Class Member (and his or her attorney, if individually represented).

Your written objection, along with any supporting material you wish to submit, must be sent to the Settlement Administrator by U.S. Mail postmarked no later than **December 21, 2022**, at the following address: *Chinitz v. Telecom Evolutions*, c/o Kroll Settlement Administration, P.O. Box 5324, New York, NY 10150-5324.

18. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you do not want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

19. Do I have a lawyer in this case?

Yes, if you are a Settlement Class Member. The Court has appointed the following law firms as “Class Counsel,” meaning that they were appointed to represent all Settlement Class Members: Reese LLP and Halunen Law. These firms are experienced in handling similar class action cases.

You do not need to hire your own lawyer because Class Counsel is working on your behalf. You do not have to pay for Class Counsel’s services out of your own pocket.

If you want to be represented by your own lawyer, you may hire one at your own expense.

20. How will the lawyers be paid?

Class Counsel intends to file a motion on or before **December 28, 2022**, asking the Court to approve an award of \$300,000 in attorneys’ fees and costs, to compensate them for the work they’ve done in connection with the case. The attorneys’ fees and costs awarded by the Court will be paid separately from the funds used to pay Settlement Class Members. The Court will determine the amount of attorneys’ fees and costs to award. Class Counsel will

also request that the Court award service awards in the amount of \$3,000 in total to named Plaintiffs Stevie Hemphill and Linda Gomez (\$1,500 for each named Plaintiff), who served as the Class Representatives and helped Class Counsel on behalf of the whole Class.

DSL Extreme has also agreed to pay for the costs of Class Notice and the Settlement Administration Process. These payments will not reduce the amount of money available to the Settlement Class Members.

THE COURT'S FINAL APPROVAL HEARING

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **January 20, 2023**, at **11:00 a.m. PT** at the Superior Court of the State of California for Los Angeles County, before the Honorable Amy D. Hogue, Department 7, at 312 North Spring Street, Los Angeles, California 90012.

The longstanding face mask mandate in Los Angeles County courthouses was lifted effective April 4, 2022. In alignment with Los Angeles County public health guidance, the use of well-fitting medical masks or respirators inside all Los Angeles County courthouses is strongly recommended. Please visit www.lacourt.org for more information and the latest updates regarding use of face masks in Los Angeles County courthouses.

The hearing may be held virtually and may be moved to a different date or time without additional notice. You may check the Settlement Website, www.fiberopticsettlement.com, for updates.

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider how much to award Class Counsel in attorneys' fees and costs and how much to award the Class Representatives as service awards, as described above. If there are objections to the Settlement, the Court will consider them at this time. At or after the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take the Court to issue its decisions.

22. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions that the Court may have, but you may come at your own expense. If you send a written objection, you do not have to come to Court to talk about it. Regardless of whether the requirements for written objections listed in Section 17 above have been met, the Court will hear from any Settlement Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection. You may also pay your own lawyer to attend, but it is not necessary.

23. May I appear and speak at the Final Approval Hearing?

Yes. The Court will hear from any Settlement Class Member who attends the Final Approval Hearing and asks to speak.

The longstanding face mask mandate in Los Angeles County courthouses was lifted effective April 4, 2022. In alignment with Los Angeles County public health guidance, the use of well-fitting medical masks or respirators inside all Los Angeles County courthouses is strongly recommended. Please visit www.lacourt.org for more information and the latest updates regarding use of face masks in Los Angeles County courthouses.

GETTING MORE INFORMATION

24. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement and Release. You can review a complete copy of the Settlement Agreement and Release and other relevant information and documents at the Settlement Website, www.fiberopticsettlement.com.

If you have additional questions or want to request a Claim Form, you can also visit the Settlement Website, www.fiberopticsettlement.com.

QUESTIONS? CALL 1-833-620-3580 OR VISIT WWW.FIBEROPTICSETTLEMENT.COM

You can also write to the Settlement Administrator by mail or email, or call toll-free.

MAIL: *Chinitz v. Telecom Evolutions*, c/o Kroll Settlement Administration, P.O. Box 5324, New York, NY 10150-5324

EMAIL: Info@fiberopticsettlement.com

PHONE: 1-833-620-3580

Updates will be posted at the Settlement Website, www.fiberopticsettlement.com, as information about the Settlement process becomes available.

DSL Extreme personnel and DSL Extreme's counsel are NOT authorized to discuss this case with you. PLEASE DO NOT CONTACT DSL EXTREME, THE COURT, OR THE CLERK'S OFFICE CONCERNING THIS CASE.

Please direct all inquiries to Class Counsel or the Settlement Administrator.