

RONALD CHINITZ, STEVIE HEMPHILL, and
LINDA GOMEZ, *individually and on behalf of all
others similarly situated,*

Plaintiffs,

v.

TELECOM EVOLUTIONS, LLC, *a California
limited liability company,* and QUALITY
SPEAKS LLC, *a California limited liability
company,*

Defendants.

Superior Court of California, Los Angeles
County, Case No. 18STCV08068

SECOND AMENDED SETTLEMENT AGREEMENT AND RELEASE

I. INTRODUCTION

A. This **Settlement Agreement and Release** (“Agreement”) is made and entered into as of May¹⁹, 2022, by and between **STEVIE HEMPHILL** and **LINDA GOMEZ** (hereinafter referred to as “Plaintiffs” or “Class Representatives”), on behalf of themselves and on behalf of the Certified Class they represent, and **TELECOM EVOLUTIONS, LLC** and **QUALITY SPEAKS, LLC** (“Defendants”). All capitalized terms are defined herein.

B. **Summary.** The **Settlement** as set forth herein (the “Settlement”) provides numerous, significant monetary and non-monetary benefits to Class Members who qualify through the claims process described herein below. Such benefits are described in greater detail herein below, but are summarized as follows:

1. **Monetary Relief.** Each class member who does not opt out and who submits a timely claim form will be entitled to submit a claim for a cash payment consisting of the difference between what the class member paid Defendants for TrueStream service for the period of active service and the amount the class member would have paid during that same period had

he or she elected the comparable ADSL1 package rather than the TrueStream package. For those class members who ordered the TrueStream 768 package, this amounts to \$5.00 per month. For those class members who ordered the TrueStream 1.5 package, this amounts to \$8.00 per month. For those class members who ordered the TrueStream 3.0 package, this amounts to \$13.00 per month. For those class members who ordered the TrueStream 6.0 package, this amounts to \$13.00 per month.

2. Claims Process. The claims process shall require return by U.S. Mail or electronically when possible. In addition to other standard elements, Class Members will be required to state under penalty of perjury that they had AT&T landline phone service during the required time and state the phone number associated with that service.

3. Nonmonetary Relief. Starting June 2017, Defendants stopped offering the old DSL network. Starting in September 2020, Defendants stopped referring to TrueStream as “fiber optic.” Defendants agree to refrain from referring to TrueStream as “fiber optic”, unless they can ensure that TrueStream customers are connected via fiber optic cable between the central office and their home.

II. RECITALS

A. Plaintiffs have brought this Action, *Ronald Chinitz, Stevie Hemphill and Linda Gomez, on behalf of themselves and all others similarly situated, v. Telecom Evolutions, LLC, et al.*, Superior Court of California, County of Los Angeles, Case No. 18STCV08068 (the “**Action**”), as a class action.

B. In the Action, Plaintiffs allege that Defendants deceptively and misleadingly marketed their TrueStream service as providing a “fiber optic” connection when in fact Defendants allegedly provided an inferior, slower copper line connection in violation of California Civil Code § 1750 *et seq.*, California Business and Professions Code § 17500 *et seq.*, California Business and

Professions Code § 17200 *et seq.* Plaintiffs also allege claims for intentional misrepresentation and unjust enrichment.

C. Defendants expressly deny any wrongdoing, do not admit or concede any actual or potential fault, wrongdoing, or liability in connection with any facts or claims that have been or could have been alleged against them in the Action, and expressly deny that they have any liability whatsoever in relation to any such facts or claims, but have entered into this Agreement because of the substantial expense and inherent risks of litigation. This Agreement is not, and shall not, in any way be deemed to constitute an admission or evidence of any fault, wrongdoing, or liability on the part of Defendants, nor of any violation of any federal, state, or municipal statute, regulation, or principle of common law or equity, or any other provision having the force and effect of law.

D. The attorneys representing the Settlement Class are experienced in litigating class action claims of the type involved in this Action.

E. The Parties to this Agreement and their respective attorneys of record, considering the risks, uncertainties, delay, and expense involved in the Action, as well as other relevant considerations, have concluded that it is in the best interests of all parties and the Class Members to compromise and fully and finally settle this Action in the manner and upon the terms and conditions hereinafter set forth.

F. The Parties specifically agree that Defendants' execution of this Agreement is not, and shall not be construed as, an admission by Defendants or deemed to be evidence of the validity of any of the claims made by Plaintiffs on behalf of themselves or Class Members, or of any liability to Plaintiffs or to any member of the Class, or that Defendants violated federal, state, or other applicable law.

G. The relief provided to the Class Members and the procedures set forth in this

Agreement for the distribution of relief provide a fair, flexible, speedy, cost-effective, and assured settlement including monetary and non-monetary benefits to the Class Members. Thus, this Agreement provides reasonable benefits to the Class Members while avoiding costly and lengthy litigation of disputed legal and factual issues.

H. Based on Class Counsel’s extensive analysis of the law and facts at issue in this Action, and the fair, flexible, speedy, cost-effective, and assured procedures for providing a settlement including monetary and non-monetary benefits to the Class Members, the Plaintiffs (as Class Representatives and on advice of Class Counsel) have determined that this Settlement with Defendants on the terms set forth below is fair, adequate, and reasonable and, thus, is in the best interests of the Class Members.

III. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

A. “**Claim Form**” means the document to be submitted by Class Members seeking payment pursuant to Section IV.B of this Agreement. The Claim Form will be available online at the Settlement Website, substantially in the form of Exhibit A to this Agreement.

B. “**Claim Period**” means the time period during which Class Members may submit a Claim Form to the Settlement Administrator for review. The Claim Period shall run for a period of one-hundred and eighty (180) calendar days from the date of the first publication of the Class Notice, including in online form or otherwise, unless otherwise ordered by the Court.

C. “**Claimant**” means a Settlement Class Member who submits a claim for payment as described in Section IV.B of this Agreement.

D. “**Class**” or “**Settlement Class**” means and is comprised of all persons in the U.S. who meet all of the following criteria:

1. Who subscribed to “DSL Extreme” TrueStream Service offered by Telecom

Evolutions, Quality Speaks, or IKANO Communications in any of the following packages (only): 768kbps, 1.5mb, 3.0 mb, and 6.0 mb;

2. 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 Defendants;
3. 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;
4. Whose subscription began no earlier than March 1, 2015, and no later than July 14, 2017; and
5. Who do not opt out.

Excluded from the class are: (a) Defendants, Defendants’ board members, executive-level officers, and attorneys, and immediately family members of any of the foregoing persons; (b) governmental entities; (c) the court, the court’s immediate family, and the court staff; and (d) any person that timely and properly excludes himself or herself from the class in accordance with court-approved procedures.

E. “Class Counsel” means Michael R. Reese, George V. Granade, and Charles D. Moore of Reese LLP and Clayton D. Halunen of Halunen Law.

F. “Class List” means a list of all members of the Class, to be generated by Defendants and provided by Defendants to the Settlement Administrator on a confidential basis not more than ten (10) business days after the Court enters Preliminary Approval. The Class List shall be provided in Excel format and include the following information in a

separate field for each of the Class Members, to the extent contained within Defendants' records: First Name, Middle Initial (if available), Last Name, Street Address 1, Street Address 2 if applicable, City, State, Zip Code, Email Address, and Telephone and Cellular Telephone Numbers. Defendants shall provide the last known address for each of the Class Members. Upon request of the Settlement Administrator, and within ten (10) business days of such request, Defendants shall provide on a confidential basis other available requested information, if required to identify or locate Class Members, including Date of Birth information. To the extent necessary, the Parties shall work in good faith to provide the Settlement Administrator all necessary information.

G. “**Class Member**” or “**Settlement Class Member**” means any individual who is a member of the Settlement Class who does not timely Opt Out.

H. “**Class Notice**” or “**Long-Form Notice**” means the legal notice of the proposed Settlement terms, as approved by Class Counsel and Defendants' Counsel, to be provided to potential members of the Settlement Class pursuant to Section VII below. The Class Notice shall be substantially in the form attached hereto as Exhibit B. Any changes to the form of the Class Notice set forth in Exhibit B must be jointly approved in writing by Class Counsel and Defendants' Counsel.

I. “**Class Notice Date**” shall be the date the Class Notice is sent to Class Members.

J. “**Class Notice Plan**” means the plan for publication of Class Notice developed by the Settlement Administrator, which will be attached as an exhibit to the Motion for Preliminary Approval.

K. “**Class Period**” means the period from March 1, 2015 to the date of Preliminary Approval.

L. “**Court**” means the Superior Court for the State of California for the County of Los

Angeles.

M. “Date of this Agreement” means the date set forth in the first paragraph on the first page of this Agreement.

N. “Defendants” means Telecom Evolutions, LLC and Quality Speaks, LLC, their respective present, former, and future affiliates, parents, subsidiaries, corporate family members, officers, directors, partners, employees, agents, heirs, administrators, executors, members, member entities, shareholders, predecessors, successors, assigns, transferees, representatives, trustees, principals, vendors, attorneys, investors, and insurers, individually, jointly, and severally.

O. “Defendants’ Counsel” means Gordon Rees Scully Mansukhani, LLP.

P. “Effective Date” means the later of:

1. First calendar day after the Final Approval of this Agreement becomes final and unappealable; or

2. if an appeal is taken from the Final Approval, thirty (30) calendar days after the date on which all appellate rights (including petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for certiorari or any other form of review, and proceedings in the United States Supreme Court or any other appellate court) have expired, been exhausted, or been finally disposed of in a manner that affirms the Final Approval.

Q. “Final Approval” means the Court’s order granting final approval of this Settlement and finally certifying the Settlement Class for settlement purposes only under section 382 of the California Code of Civil Procedure.

R. “Final Approval Hearing” means the hearing before the Court on the Motion for Final Approval of Settlement requesting that the Court enter a Final Award approving the Settlement, as set forth in Section VIII, *infra*. The date and time of the Final Hearing will be

set forth in the Class Notice to Class Members and on the Settlement Website. Any changes to the timing, location, or manner of the Final Approval Hearing will be set forth on the Settlement Website.

S. “**Objection**” means a written objection by a Class Member or counsel for a Class Member to the terms of this Settlement Agreement.

T. “**Package**” means the TrueStream service package (*i.e.* 768kbps, 1.5mb, 3.0 mb, and 6.0 mb).

U. “**Parties**” means the Plaintiffs and Defendants as defined herein.

V. “**Preliminary Approval**” means the Court’s order granting preliminary approval of this Settlement under California Rules of Court and California Code of Civil Procedure.

W. “**Service Award**” means benefits awarded to Plaintiffs in consideration for their service as Class Representatives pursuant to Section IV.C.

X. “**Settlement Administration Process**” means the process administered by the Settlement Administrator through which Class Members receive Class Notice, receive Settlement Administration Notice, receive and complete their Claim Forms, establish their entitlement to participate, and receive the monetary and non-monetary benefits of the Settlement.

Y. “**Settlement Administrator**” means the administrator that has been chosen by the Parties, Kroll LLC, subject to the Court’s approval.

Z. “**Settlement Website**” means the website to be created by the Settlement Administrator for this settlement at www.fiberopticsettlement.com that will include information about the Action and the Settlement, relevant documents, and electronic and printable forms relating to the Settlement, including the Long Form Notice, Short Form Notice, and Claim Form. The format and contents of the Settlement Website shall be mutually agreed upon by the Parties

in writing. The Settlement Website shall be activated on the date of the first publication of the Summary Settlement Notice or Class Notice, whichever is earlier, and shall remain active for at least one hundred and twenty (120) calendar days after the Court enters Final Approval. Subject to approval by the Court in accordance with California Rule of Court 3.771(b), the order granting Final Approval will be posted on the Settlement Website.

AA. “**Summary Settlement Notice**” or “**Short Form Notice**” means the Summary Class Notice of proposed class action settlement, to be disseminated substantially in the form of Exhibit C attached to this Agreement. Any changes to the Summary Settlement Notice or Short Form Notice from the form set forth in Exhibit C must be jointly approved by Class Counsel and Defendants’ Counsel.

IV. RELIEF AND BENEFITS

A. Nonmonetary Relief.

1. Starting June 2017, Defendants stopped offering the old DSL network.
2. Starting in September 2020, Defendants stopped referring to TrueStream as “fiber optic.”
3. Defendants agree to refrain from referring to TrueStream as “fiber optic”, unless they can ensure that TrueStream customers are connected via fiber optic cable between the central office and their home.

B. Distribution of Settlement.

1. Monetary Benefits to Class Members.

a. Class Members are entitled to receive a payment upon full and timely completion of a proper and valid Claim Form as more fully set forth below.

b. Each Class Member who does not opt out and who submits a timely Claim Form will be entitled to a cash payment consisting of the difference between (i) what the Class Member paid Defendants for TrueStream service during the period of active service of said Class Member, until the earlier of the date of Preliminary Approval or the date when the Class Member ended their active service, and (ii) the amount the Class Member would have paid during that same period had he or she elected the comparable ADSL1 package rather than the TrueStream package. Payments shall be calculated by and be distributed by the Settlement Administrator as follows:

i. For those Class Members who ordered the TrueStream 768 package, this amounts to \$5.00 per month.

ii. For those Class Members who ordered the TrueStream 1.5 package, this amounts to \$8.00 per month.

iii. For those Class Members who ordered the TrueStream 3.0 package, this amounts to \$13.00 per month.

iv. For those Class Members who ordered the TrueStream 6.0 package, this amounts to \$13.00 per month.

2. Eligibility to Obtain Payment

a. To be eligible for either a cash payment, a Class Member must submit a timely and valid Claim Form, which will be evaluated by the Settlement Administrator.

b. Claim Form Availability. The Claim Form shall be in a substantially similar form to that attached as Exhibit A. The Claim Form will be: (i) included on the Settlement Website to be designed and administered by the Settlement Administrator; (ii) made readily available from the Settlement Administrator, including to anyone requesting a Claim Form from the Settlement Administrator by mail, e-mail, or calling a toll-free number provided by the Settlement Administrator; and (iii) made readily available via a hyperlink that will be emailed to Class Members for whom Defendants has, and/or the Administrator finds, an email address.

c. Timely Claim Forms. Class Members must submit a timely Claim Form. To be timely, the Claim Form must be postmarked or submitted online before or on the last day of the Claim Period, the specific date of which will be displayed on the Claim Form and Class Notice as set forth on the Exhibits A and B. For a Claim Form submitted by mail, the Claim Form will be deemed to have been submitted on the date of the postmark on the envelope or mailer. For an electronically submitted Claim Form, the Claim Form will be deemed to have been submitted on the date it is received by the Settlement Administrator or three days after being submitted by the Settlement Class Member, whichever is shorter.

d. Validity of Claim Forms. Class Members must submit a valid Claim Form, which must contain the Class Member's legal first and last name and email address or mailing address, the TrueStream package the Class Member received (*i.e.* 768kbps, 1.5mb, 3.0 mb, or 6.0 mb), and an attestation that they maintained a standard copper-based phone line with AT&T concurrent with each month their TrueStream service was purchased through Defendants. Claim Forms that do not meet the requirements set forth in this Agreement and in the Claim Form instructions may be rejected. The Settlement Administrator will have the sole discretion to determine a Claim Form's validity. Where a good faith basis exists, the Settlement Administrator

may reject a Class Member's Claim Form for, among other reasons, the following:

- i. failure to attest to maintaining a standard copper-based phone line with AT&T concurrent with each month their TrueStream service was purchased through Defendants;
 - ii. failure to identify an address within 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;
 - iii. failure to provide adequate verification or additional information of the Claim pursuant to a request of the Settlement Administrator;
 - iv. failure to fully complete and sign the Claim Form;
 - v. failure to submit a legible Claim Form;
 - vi. submission of a fraudulent Claim Form;
 - vii. submission of Claim Form that is duplicative of another Claim Form;
 - viii. submission of Claim Form by a person who is not a Class Member;
 - ix. request by person submitting the Claim Form to pay funds to a person or entity that is not the Class Member for whom the Claim Form is submitted;
 - x. failure to submit a Claim Form by the end of the Claim Period; or
 - xi. failure to otherwise meet the requirements of this Agreement or the Claim Form.
- e. Verification of Service May Be Required. The Claim Form shall

advise Class Members that while proof of maintenance of TrueStream services or an AT&T phone line is not required for a valid Claim Form, should good cause exist to doubt the validity of the information provided on the Claim Form, the Settlement Administrator may request verification or more information regarding maintenance of TrueStream services or an AT&T phone line for the purpose of preventing fraud. If the Class Member does not timely comply or is unable to produce documents or additional information to substantiate the information on the Claim Form and the Claim is otherwise not approved, the Settlement Administrator may disqualify the Claim, subject to the agreement of Class Counsel.

f. Claim Form Submission and Review. Claimants may submit a Claim Form either by U.S. mail or electronically. The Settlement Administrator shall review and process the Claim Forms pursuant to the process described in this Agreement to determine each Claim Form's validity. Adequate and customary procedures and standards will be used by the Settlement Administrator to prevent the payment of fraudulent claims and to pay only legitimate claims. The Parties shall take all reasonable steps, and direct the Settlement Administrator to take all reasonable steps, to ensure that Claim Forms completed and signed electronically by Claimants conform to the requirements of the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001, *et seq.*

g. Claim Form Deficiencies. Failure to provide all information requested on the Claim Form will not result in immediate denial or nonpayment of a claim. Instead, the Settlement Administrator will take adequate and customary steps to request that the Claimant cure the defect and to determine the Claimant's eligibility for payment and the amount of payment based on the information contained in the Claim Form or otherwise submitted, including, but not limited to, attempting to follow up with the Claimant to gather additional information if necessary.

If the Claim Form defect cannot be cured, the Claim Form will be rejected.

h. Failure to Submit Claim Form. Unless a Class Member opts out pursuant to Section VII.C, any Class Member who fails to submit a timely and valid Claim Form shall be forever barred from receiving any payment pursuant to this Agreement and shall in all other respects be bound by all of the terms of this Agreement and the terms of the Final Approval to be entered in the Action. Any Settlement Class Member who does not opt out will be bound by the Release in this Agreement and will be barred from bringing any action in any forum (state or federal) against any of the Released Parties concerning any of the matters subject to the Release.

3. Distribution to Class Members.

a. Defendants will pay, or cause to be paid, by wire transfer, to the Settlement Administrator, funds sufficient to cover the payment of all checks to all Settlement Class Members, into an account established by the Settlement Administrator (“Settlement Fund”), within ten (10) calendar days after the Effective Date.

b. Payments will be distributed in the form of a check to each qualifying Settlement Class Member who did not validly and timely opt out of the Settlement Class.

c. The Settlement Administrator shall begin making payments to Class Members who submit timely, valid, and approved Claims via first-class mail or electronic transfer no later than thirty (30) calendar days after the Effective Date.

d. The Settlement Administrator shall have completed sending the payment to Class Members who have submitted timely, valid, and approved Claims no later than ninety (90) calendar days after the Effective Date.

e. Class Members shall have one hundred and eighty (180) days from the date on which checks are mailed to negotiate their checks. Checks not negotiated within this

one hundred and eighty (180) day period will expire on the first day after the period ends.

f. If any such payment is returned by the U.S. Postal Service as undeliverable, or is not negotiated before it expires, neither Defendants, the Settlement Administrator, nor Class Counsel shall have any further obligations to any of the Class Members as to these payments, except that:

i. For any check returned by the U.S. Postal Service with a forwarding address before the check's expiration date, the Settlement Administrator will mail the check to the forwarding address;

ii. If any of the Class Members contacts the Settlement Administrator or Class Counsel to request a replacement check, the Settlement Administrator will comply with that request by cancelling the initial check and issuing a replacement check, but the replacement check shall expire on the same date as the original check and the replacement check will state this on its face; and

iii. It is the Parties' intent to distribute the entirety of the Settlement Fund to Settlement Class Members. If, after distributing the funds from the Settlement Fund in accordance with Section IV.B, any cash remains in the Settlement Fund from uncashed checks, the funds will be distributed to National Consumer Law Center as a *cy pres* recipient as detailed in Section IV.B.3.g–h below. Under no circumstances shall any cash remaining in the Settlement Fund revert or otherwise be returned to Defendants.

g. In accordance with California Code of Civil Procedure section 384(b), and in accordance with Section V.H below, by no later than ten (10) calendar days before the Final Approval Hearing, the Settlement Administrator will file a report with the Court stating the number of valid, timely, and approved Claims; the number of Class Members selecting each Package; the total dollar value in Claims for each Package; and the total dollar value of the cash

payments to be made to the Class Members. The total dollar value of the cash payments to be made to the Class Members will be the same as the amount referred to in Section IV.B.3.a above.

h. In accordance with California Code of Civil Procedure section 384(b), the Court shall require the Settlement Administrator to file with the Court a report stating the total amount that was actually paid to the Class Members by no later than two hundred seventy-seven (277) calendar days after the Effective Date. In accordance with section 384(b), after the Court receives said report, the Court shall amend the judgment to direct that the sum of the unpaid residue or unclaimed or abandoned Class Member funds, plus any interest that has accrued thereon, be paid to the National Consumer Law Center as a *cy pres* recipient (in accordance with Section IV.B.3.f.iii above).

4. Taxes. The Parties agree the payments to Class Members are not wages. Each of the Class Members will be solely responsible for correctly characterizing this payment for tax purposes and for paying any taxes owed on this payment. The Parties also agree that the approved Service Award to the Class Representatives are not wages, and that the Class Representatives will be solely responsible for correctly characterizing this payment for tax purposes and for paying any taxes owed on this payment, and the Settlement Administrator on Defendants' behalf will issue to the Class Representatives IRS Form 1099 for these payments.

5. Costs and Fees of Claims Administration. Costs and fees of the Settlement Administrator associated with the administration of the settlement by the Settlement Administrator shall be paid, or cause to be paid, by Defendants. Defendants shall pay, or cause to be paid to the Settlement Administrator, any advance deposits required by the Settlement Administrator.

C. Attorneys' Fees and Costs and Class Representative Service Awards.

1. Class Counsel may apply to the Court for an award of attorneys' fees

and costs and Class Representative Service Awards. The application for attorneys' fees and costs shall be in a sum not to exceed Three Hundred Thousand Dollars (\$300,000.00), subject to the Court's Approval ("Class Counsel Fees"). The application for a Class Representative Service Awards shall be in an aggregate sum not to exceed Three Thousand Dollars (\$3,000), subject to the Court's Approval. Defendants agree not to oppose said application(s) to the extent it is consistent with these limitations. By signing this Agreement, the Parties warrant that Class Counsel's attorneys' fees and Class Representative Service Awards were negotiated only after the amount of monetary and non-monetary benefits to Class Members had been agreed upon. Class Counsel will file a Motion for Attorneys' Fees and Class Representative Service Awards in the Action no later than fourteen (14) days before the Objection Deadline.

2. Defendants will pay, or cause to be paid, by wire transfer, to the Settlement Administrator, Class Counsel Fees and Class Representative Service Awards in the amount of up to \$303,000.00 (or any lesser amount awarded by the Court and accepted by Class Counsel and Class Representatives) into an account established by the Settlement Administrator, two hundred seventy (270) calendar days after the Effective Date. Upon payment of said amount, Defendants shall have no further obligation to pay attorney fees incurred or allegedly incurred by or on behalf of the Class Representatives, the Settlement Class, or any Class member, whether individually or collectively, in any way connected with this Action.

3. Class Counsel hereby disclose that they have a joint prosecution agreement ("JPA") with a fee split agreement. That agreement is that attorney's fees and costs will be split as follows: Reese LLP: \$200,000.00 and Halunen Law: \$100,000.00.

V. CLASS NOTICE AND DUTIES AND RESPONSIBILITIES OF THE SETTLEMENT ADMINISTRATOR

Defendants recommend Kroll LLC to be the Settlement Administrator for this Agreement, without objection from Class Counsel. A copy of Kroll LLC's CV is attached as Exhibit D.

Defendants reserve the right to select a different Settlement Administrator if necessary, and prior to filing a Motion for Preliminary Approval, subject to Class Counsel's approval, which shall not be unreasonably withheld. The Settlement Administrator shall abide by and shall administer the Settlement in accordance with the terms, conditions, and obligations of this Agreement and the Orders issued by the Court in this Action.

A. Costs of Notice and Administration. The costs of Class Notice and the Settlement Administration Process shall be borne and paid for in full by Defendants.

B. Class Notice.

1. After the Court's Preliminary Approval of this Agreement and appointment of the Settlement Administrator, the Settlement Administrator shall be responsible for disseminating the Class Notice, substantially in the form as described in the Notice Plan that will be attached to the motion for Preliminary Approval, as specified in the Preliminary Approval Order, and as specified in this Agreement.

2. Notice will be provided to the Class Members directly, first via email and then if necessary via mail, using the Class List. Where practicable, each Class Member will receive notice at least once through either channel.

3. Dissemination of the Class Notice shall commence within twenty (20) business days following the Court's Preliminary Approval of this Agreement and appointment of the Settlement Administrator.

4. Notice will first be emailed to Class Members with a valid email address on the Class List.

5. For all Class Members for whom the email notice was returned undeliverable or for whom an email address was not available on the Class List, they will receive

mailed notice via a postcard. The reverse side of the postcard shall contain a Claim Form with return postage.

6. Mailed Notice shall be mailed to each Class Member at their last known mailing address as provided by Defendants, and as updated by the Settlement Administrator using the U.S. Postal Service's database of verifiable mailing addresses (the CASS database), the National Change-of-Address database, and/or other databases readily available to the Settlement Administrator.

7. Where practicable, the Mailed Notice will include an indication that it is a "Class Action Settlement Notice authorized by the Court in *Hemphill v. Telecom Evolutions, LLC, et al.*, Los Angeles Superior Court, Case No. 18STCV08068", and may also include a bar code.

8. For all Mailed Notices returned to the Settlement Administrator undeliverable, the Settlement Administrator will also use available databases as practicable to update the addresses of members of the Settlement Class and will resend to such members who can be located.

9. The Settlement Administrator will also have published a 1/4 page Short Form Notice—or substantially similar—of the Settlement in the Los Angeles Edition of USA Today for four consecutive weeks.

10. All Notice is to be completed within sixty (60) calendar days following the Court's Preliminary Approval of this Agreement.

C. Class Notice Duties. The Settlement Administrator shall, in cooperation with the Parties, be responsible for consulting on and designing the Class Notice, Summary Settlement Notice, and Claim Form. Notice will be by mail and email. Class Notice duties include, but are not limited to:

1. consulting on, drafting, and designing the Class Notice, Summary Settlement Notice, and Claim Form. Class Counsel and Defendants' Counsel shall have input and joint approval rights over these Notices and Form or any changes to the Notices and Form;

2. developing a Notice Plan. Class Counsel and Defendants' Counsel shall have input and joint approval rights over this Notice Plan or changes to this Notice Plan. To the extent that the Settlement Administrator believes additional or different Notice should be undertaken than that provided for in the Notice Plan, Class Counsel and Defendants' Counsel shall have input and joint approval rights in their individual and sole discretion over any additional or different Notice;

3. establishing and publishing the Settlement Website that contains the Class Notice and related documents, including a Claim Form capable of being completed and submitted on-line. The Settlement Website, including the Class Notice, shall remain available for at least 120 days after the Effective Date;

4. sending the Class Notice and related documents, including a Claim Form, via electronic mail, or regular mail for anyone who requests it, to any potential Class Member who so requests and sending such Class Notice and documents to the list of names, provided by Defendants, who are identified by Defendants, based on information in Defendants' business records, as a potential Class Member with an electronic mail address;

5. responding to requests from Class Counsel and Defendants' Counsel; and

6. otherwise implementing and assisting with the dissemination of the Class Notice of the Settlement.

D. Claims Process Duties. The Settlement Administrator shall be responsible for implementing the terms of the Claim Process and related administrative activities, including

communications with Class Members concerning the Settlement, Claim Process, and the options they have. Claims Process duties include, but are not limited to:

1. executing any mailings required under the terms of this Agreement;
2. establishing a toll-free voice response unit to which Class Members may refer for information about the Action and the Settlement;
3. establishing a post office box for the receipt of Claim Forms, exclusion requests, and any correspondence;
4. receiving and maintaining on behalf of the Court all correspondence from any Class Member regarding the Settlement, and forwarding inquiries from Class Members to Class Counsel or their designee for a response, if warranted; and (v) receiving and maintaining on behalf of the Court any Settlement Class Member correspondence regarding any opt-out requests, exclusion forms, or other requests to exclude himself or herself from the Settlement, and providing to Class Counsel and Defendants' Counsel a copy within five (5) calendar days of receipt. If the Settlement Administrator receives any such forms or requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide Class Counsel and Defendants' Counsel with copies.

E. Claims Review Duties. The Settlement Administrator shall be responsible for reviewing and approving Claim Forms in accordance with this Agreement. Claims Review duties include, but are not limited to:

1. reviewing each Claim Form submitted to determine whether each Claim Form meets the requirements set forth in this Agreement, including, but not limited to whether the person for whom the Claim is made is a Settlement Class Member, and whether it should be allowed, including determining whether a Claim by any Settlement Class Member is timely,

complete, and valid;

2. working with Class Members who submit timely claims to try to cure any Claim Form deficiencies;

3. using all reasonable efforts and means to identify and reject duplicate and/or fraudulent claims, including, without limitation, maintaining a database of all Claim Form submissions;

4. keeping an accurate and updated accounting via a database of the number of Claim Forms received, the name and address of the Class Member who made the claim, whether the claim has any deficiencies, and whether the claim has been approved as timely and valid; and

5. otherwise implementing and assisting with the Claim review process and payment of the Claims, pursuant to the terms and conditions of this Agreement. For avoidance of doubt, the Settlement Administrator shall have the sole discretion to determine the validity of Claims.

F. Updates. The Settlement Administrator shall provide periodic updates to Class Counsel and Defendants' Counsel regarding Claim Form submissions beginning within seven (7) business days after the commencement of the dissemination of the Class Notice or the Summary Settlement Notice, continuing on a monthly basis thereafter, and shall provide a report to the Court in accordance with Section V.H below not later than ten (10) calendar days before the Final Approval Hearing. The Settlement Administrator shall also provide such updates to Class Counsel or Defendants' Counsel upon request, within a reasonable amount of time.

G. Claims Payment Duties. The Settlement Administrator shall be responsible for sending cash payments to all eligible Class Members with valid, timely, and approved Claims pursuant to the terms and conditions of this Agreement. Claim Payment duties include, but are not

limited to:

1. sending cash payments to Settlement Claim Members who submitted timely, valid, and approved Claim Forms; and
2. once cash payment distributions have commenced to the Class Members pursuant to the terms and conditions of this Agreement, the Settlement Administrator shall provide a regular accounting to Class Counsel and Defendants' Counsel that includes, but is not limited to, the number of cash awards paid and their value.

H. Reporting to Court. Not later than ten (10) calendar days before the date of the Final Approval Hearing, the Settlement Administrator shall file a declaration or affidavit with the Court that: (i) includes a list of those persons who have opted out or excluded themselves from the Settlement; (ii) describes the scope, methods, and results of the notice program; and (iii) calculates the number of valid, timely, and approved Claims; the number of Class Members selecting each Package; the total dollar value in Claims for each Package; and the total dollar value of the cash payments to be made to the Class Members.

I. Duty of Confidentiality. The Settlement Administrator shall treat any and all documents, communications, and customer, name, mailing or electronic mail address, payment amount information or process and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any or all such documents, communications, or other information to any person or entity, except to the Parties and Class Counsel or as provided for in this Agreement or by Court Order.

J. Right to Request Claims Information. Class Counsel and Defendants' Counsel shall have the right to receive information regarding the number and type of Claim Forms received by the Settlement Administrator at any time upon reasonable notice.

K. Failure to Perform. If the Settlement Administrator misappropriates any funds from the Notice Fund or Settlement Fund or makes a material or fraudulent misrepresentation to, or conceals requested material information from, Class Counsel, Defendant, or Defendants' Counsel, then the Party who discovers the misappropriation or concealment or to whom the misrepresentation is made shall, in addition to any other appropriate relief, have the right to demand that the Settlement Administrator immediately be replaced. If the Settlement Administrator fails to perform adequately on behalf of the Parties, the Parties may agree to remove the Settlement Administrator. Neither Party shall unreasonably withhold consent to remove the Settlement Administrator. The Parties will attempt to resolve any disputes regarding the retention or dismissal of the Settlement Administrator in good faith. If unable to so resolve a dispute, the Parties will refer the matter to the Court for resolution.

VI. OBJECTION AND REQUESTS FOR EXCLUSION

A. Right to Opt Out.

1. The Class Notice will inform all members of the Settlement Class that, among other things, they are entitled to opt out of this Class Action pursuant to the terms and conditions set forth in said Class Notice.

2. Class Members shall have the right to elect to exclude themselves, or "opt out," of the monetary portion of this Agreement, relinquishing their rights to compensation under this Agreement, and preserving their claims for damages that accrued during the Class Period, pursuant to this section:

a. A Settlement Class Member wishing to opt out of this Agreement must send to the Settlement Administrator, by U.S. Mail, a personally signed letter including his or her name and address and providing a clear statement communicating that he or she elects to be excluded from the Settlement Class.

b. Any request for exclusion or opt out must be postmarked on or before thirty (30) calendar days before the Final Approval Hearing, which date shall be specified in the Preliminary Approval Order. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted.

c. The Settlement Administrator shall forward copies of any written requests for exclusion to Class Counsel and Defendants' Counsel and shall file a list reflecting all requests for exclusion with the Court no later than ten (10) calendar days before the Final Approval Hearing.

d. The Request for Exclusion must be personally signed by the Settlement Class Member.

3. Any Class Member who does not file a timely written request for exclusion as provided in this Agreement shall be bound by all subsequent proceedings, orders, and judgments, including, but not limited to, the Release in this Action, even if he or she has litigation pending or subsequently initiates litigation against Defendants relating to the claims and transactions released in this Action.

4. If more than ten percent (10%) of the total number of people who otherwise would qualify as a Settlement Class Member validly, timely, and individually opt out of the Settlement, then Defendants may in its sole discretion void and walk away from the Settlement, in which case this Agreement will be vacated, rescinded, cancelled, and annulled, the Parties will return to the *status quo ante* as if they had not entered into this Settlement Agreement. In that event, the Settlement and all negotiations and proceedings related to the Settlement will be without prejudice to the rights of the Parties, and evidence of the Settlement, the Settlement Agreement, negotiations, and proceedings will be confidential, inadmissible, will not be discoverable, and shall

not be referred to or utilized for any purpose whatsoever, and any negotiations, terms, and entry into the Settlement Agreement shall remain subject to the provisions of Rule 408, Fed. R. Evid., and any similar state law.

B. Objections. Class Members shall have the right to object to this Settlement and to appear and show cause, if they have any reason why the terms of this Agreement should not be given Final Approval, pursuant to this paragraph:

1. A Class Member may object to the settlement contemplated in this Agreement either on his or her own without an attorney, or through an attorney hired at his or her own expense.

2. Any person who submits a Request for Exclusion or “Opt Out” as provided above may not submit an objection to the settlement contemplated in this Agreement.

3. Any objection to the settlement contemplated in this Agreement must be in writing, personally signed by the Class Member (and his or her attorney, if individually represented), and sent to the Settlement Administrator by U.S. Mail postmarked no later than thirty (30) calendar days before the Final Approval Hearing.

4. The Settlement Administrator shall forward copies of any written objections to Class Counsel and Defendants’ Counsel no later than twenty-one (21) calendar days before the Final Approval Hearing.

5. Any objection regarding or related to the settlement contemplated in this Agreement shall contain a caption or title that identifies it as “Objection to Class Settlement in *Chinitz v. Telecom Evolutions, LLC, et al.*, Los Angeles Superior Court, Case No. 18STCV08068”.

6. Any objection regarding or related to the settlement contemplated in this Agreement shall contain information sufficient to identify and contact the objecting Class Member

(or his or her individually hired attorney, if any) and a clear and concise statement of the Class Member's objection.

7. Any objection shall include documents sufficient to establish the basis for the objector's standing as a Class Member, such as: (i) a declaration signed by the objector under penalty of perjury, with language similar to that included in the Claim Form attached hereto as Exhibit A, that the Class Member purchased a Package during the Class Period, had an AT&T phone line concurrent with each month their TrueStream service was purchased through Defendants, and resided within and had a phone line with one of the following areas 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 (ii) documents reflecting such Package, landline, and area code.

8. Class Counsel and Defendants' Counsel shall have the right to respond to any objection no later than seven (7) calendar days prior to the Final Approval Hearing. The Party so responding shall file a copy of the response with the Court, and shall serve a copy, by regular mail, hand, or overnight delivery, to the objecting Class Member or to the individually hired attorney for the objecting Class Member, to Class Counsel, and to Defendants' Counsel.

9. Any Class Member who fails either to send an objection in the manner specified herein or, alternatively, to appear at the Final Approval Hearing and ask to speak regarding their objection, shall be deemed to have waived any objections and shall be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement. No Class Member shall be entitled to contest in any way the approval of the terms and conditions of this Agreement or the Court's Final Approval except by either (i) filing and serving a timely written objection in accordance with the provisions of this Settlement Agreement or (ii) alternatively, appearing at the

Final Approval Hearing and asking to speak regarding their objection.

C. Class Members may not both object and opt out of the Settlement. Any Settlement Class Member who wishes to object must timely submit an objection as set forth above. If a Settlement Class Member submits both an objection and a written request for exclusion, he or she shall be deemed to have complied with the terms of the procedure for requesting exclusion as set forth above and shall not be bound by the Agreement if approved by the Court and the objection will not be considered by the Court.

D. The Settlement Administrator will file a copy of each Objection and or Opt-Out received in the Action, with the requisite postmark, which will result in a copy being disseminated to Class Counsel and Defendants' Counsel.

VII. RELEASE OF CLAIMS

A. 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.

VIII. NO ADMISSION OF LIABILITY

A. **No Admission.** Defendants expressly denied and continue to deny any fault, wrongdoing or liability whatsoever arising out of the conduct alleged in the Action. Defendants expressly deny any fault, wrongdoing, or liability whatsoever, as well as the validity of each of the claims and prayers for relief asserted in the Action, including the appropriateness of class certification, except for settlement purposes of this Action. Defendants have entered into this Agreement because of the substantial expense of litigation, the length of time necessary to resolve the issues presented, the inconvenience involved, the inherent risks involved in litigation, and the disruption to its business operations were the Action to continue. The Parties expressly acknowledge and agree that neither the fact of, nor any provision contained in, this Agreement, nor the implementing documents or actions taken under them, nor Defendants’ willingness to enter into this Agreement, nor the content or fact

of any negotiations, communications, and discussions associated with the Settlement, shall constitute or be construed as an admission by or against Defendants of any fault, wrongdoing, violation of law, or liability whatsoever, or the validity of any claim or fact alleged in this Action.

IX. COURT APPROVAL OF THE PROPOSED SETTLEMENT; AND FINAL APPROVAL

A. Preliminary Settlement Approval. As soon as practicable after the Parties execute this Agreement, the Parties will present this Agreement to the Court for preliminary Settlement approval and will request by filing a Motion for Preliminary Approval of Settlement that the Court enter a Preliminary Approval.

B. Final Approval.

1. On the date set by the Court for the Final Approval Hearing, the Class Representatives shall request that the Court review any petitions to intervene or Objections to the Agreement which have been timely filed and conduct such other proceedings (including the taking of testimony, receipt of legal memoranda, and hearing of arguments from the Parties or others properly present at the Final Approval Hearing) as the Court may deem appropriate under the circumstances.

2. At the Final Approval Hearing, the Class Representatives shall request that the Court enter a Final Approval, which, among other things:

a. Finally approves, without material alteration, the proposed Settlement, pursuant to the terms of this Agreement;

b. Finds that the terms of this Agreement are fair, reasonable, adequate, in the best interests of to the Settlement Class, and free of collusion among the parties or any other indicia of unfairness;

c. Provides that the Class Members shall be bound by this

Agreement, including the release of claims set forth in this Agreement, and permanently enjoin each and every Settlement Class Member from bringing, joining, continuing, or voluntarily participating in any claims or proceedings on any claims set forth in this Agreement against Defendants;

d. Finds that the Class Notice satisfies the requirements of due process;

e. Approves the amount of attorneys' fees and costs in accordance with this Agreement to be paid to Class Counsel;

f. Protects the confidentiality of the names and addresses of the Class Members and other information as set forth herein; and

g. Retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this Agreement.

C. **Effect of Disapproval.** In the event that the Court does not enter a Preliminary Approval or does not thereafter enter a Final Approval, the Parties shall negotiate in good faith to resolve the deficiencies for purposes of obtaining approval by the Court. However, nothing in this Paragraph, nor elsewhere in this Settlement Agreement, shall be construed as requiring a party to agree to alter his, her, or its rights and obligations as set forth in this Settlement Agreement. In the event that the Court does not enter a Preliminary Approval or does not thereafter enter a Final Approval, or should the Final Award Approval not occur for any reason, or in the event that the Settlement set forth in the Settlement Agreement is terminated, canceled, declared void, or fails to become effective for any reason, then no payments shall be made or distributed to anyone, and this Settlement Agreement shall be deemed null and void *ab initio*, this Settlement Agreement shall be of no force and effect whatsoever, and the Parties are returned to their prior positions in the Action. In such case, the Settlement Agreement shall not be referred to or utilized for any purpose

whatsoever, and any negotiations, terms and entry into the Settlement Agreement shall be subject to the provisions of Rule 408, Fed. R. Evid., and any similar state law.

X. MISCELLANEOUS PROVISIONS

A. Communications with Class Members. The Parties agree that Class Counsel may communicate directly with the Class Members to ensure as much participation in the Settlement as possible and/or to answer questions, as needed. The Parties also agree that Defendants may communicate with its customers, members, or prospective customers or members, including the Class Members, in the ordinary course of business.

B. Authority. The signatories below represent they are fully authorized to enter into this Agreement and to bind the Parties and the Class Members.

C. Best Reasonable Efforts and Mutual Full Cooperation. The Parties agree to fully cooperate with one another to accomplish the terms of this Agreement, including but not limited to executing such documents and taking such other actions as may be reasonably necessary to implement the terms of this Settlement. The Parties to this Agreement will use their best reasonable efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary or ordered by the Court, or otherwise, to effectuate this Agreement and the terms set forth in it and to ensure that checks are mailed to the Class Members in a timely manner. As soon as practicable after execution of this Agreement, Class Counsel will, with the assistance and cooperation of Defendants and its counsel, take all necessary steps to secure the Court's final approval of the Parties' Settlement on the terms set forth herein.

D. Entire Agreement. This Agreement constitutes the full and entire agreement among the Parties with regard to the subject matter and supersedes all prior representations, agreements, promises, or warranties, written, oral, or otherwise. No Party shall be liable or bound to any other Party for any prior representation, agreement, promise, or warranty, oral

or otherwise, except for those that are expressly set forth in or attached to this Agreement.

E. Binding. This Agreement, including the Introduction, the Recitals, the Definitions, and all other sections, will be binding upon and will inure to the benefit of the Parties and their respective present, former, and future spouses, guardians, wards, representatives, agents, attorneys, partners, predecessors, successors, transferees, investors, affiliates, parents, subsidiaries, corporate family members, officers, directors, employees, members, member entities, shareholders, principals, vendors, attorneys, and insurers, individually, jointly, and severally, and all those acting or purporting to act on their behalf, heirs, trustees, executors, administrators, successors, transferees, and assigns.

F. No Prior Assignments. The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights released or discharged in this Settlement except as set forth in this Agreement.

G. Construction. The Parties agree that the terms and conditions of this Agreement are the result of extensive, arms-length negotiations between the Parties, during which the Parties were adequately represented by counsel, and that this Agreement will not be construed in favor of or against any Party by reason of the extent to which any Party or the Party's counsel participated in the drafting of this Agreement.

H. Construction of Captions and Interpretations. Paragraph titles, captions, or headings in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or any provision in it. Each term of this Agreement is contractual and is not merely a recital.

I. Notices. Unless otherwise specifically provided in this Agreement, should any notices, demands, or other communications be required after entry of the Court's Final

Approval, they will be in writing and will be deemed to have been duly given as of the third business day after mailing by U.S. Mail, certified mail, return receipt requested, and sending by email, addressed as follows:

Class Counsel
Michael R. Reese, Esq.
Reese LLP
100 West 93rd Street, 16th Floor
New York, New York 10025
Tel.: 212-643-0500
Fax.: 212-253-4272
mreese@reesellp.com

George V. Granade, Esq.
Reese LLP
8484 Wilshire Boulevard, Suite 515
Los Angeles, California 90211
Tel.: 310-393-0070
Fax.: 212-253-4272
ggranade@reesellp.com

Charles D. Moore, Esq.
Reese LLP
100 South 5th Street, Suite 1900
Minneapolis, Minnesota 55402
Tel.: 212-643-0500
Fax.: 212-253-4272
cmoore@reesellp.com

Class Counsel
Clayton D. Halunen, Esq.
Halunen Law
1650 IDS Center
80 South Eighth Street
Minneapolis, Minnesota 55402
Tel.: 612-605-4098
Fax.: 612-605-4099
halunen@halunenlaw.com

Counsel for Defendants
Fletcher C. Alford, Esq.
Louis A. Dorny, Esq.
Gordon Rees Scully Mansukhani, LLP
275 Battery Street, Suite 2000
San Francisco, California 94111
Tel.: 415-875-3115
Fax.: 415-262-3710
falford@grsm.com
ldorny@grsm.com

Any communication made in connection with this Agreement shall be deemed to have been served when sent by overnight delivery or registered or certified first-class U.S. Mail, postage prepaid, or when delivered in person at the addresses designed above, with a copy also sent

by email to the email addresses set forth above.

J. Class Signatories. The Parties agree that because the Class Members are so numerous, it is impossible and impracticable to have each of the Class Members execute this Agreement. Therefore, the Class Notice will advise all Class Members of the binding nature of the Settlement Agreement and Release and that it will have the same force and effect as if executed by each of the Class Members.

K. Choice of Law. This Agreement shall be interpreted, construed, and governed by California law without regard to application of the choice of law rules of any jurisdiction.

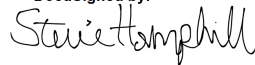
L. Counterparts. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart will be deemed an original, and, when taken together with other signed counterparts, will constitute one Agreement, which will be binding upon and effective as to all Parties, subject to the Court’s approval.

M. Amendments. This Agreement may be amended in writing and by mutual agreement of the Parties’ counsel in order to effectuate its terms, subject to approval of the Court to any such amendments.

N. Attorney Fees and Costs. Except as otherwise specifically provided herein, each Party shall bear his or their, or its own attorney fees and costs.

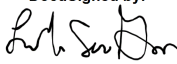
O. Execution. The undersigned, being duly authorized, have caused this Settlement Agreement and Release to be executed on the dates shown below and agree that it shall take effect on that date upon which it has been executed by all the undersigned.

Dated: 5/23/2022

DocuSigned by:

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STEVIE HEMPHILL

Dated: 5/23/2022

DocuSigned by:

9DD0D95310A24E8...

LINDA GOMEZ

Approved as to form and content:

Dated: 5/24/2022

DocuSigned by:

Michael Reese

47370CE8E501475...

MICHAEL R. REESE
Proposed Class Counsel

Dated: 5/23/2022

DocuSigned by:

George Granade

DAF32E116E3F4A6...

GEORGE V. GRANADE
Proposed Class Counsel

Dated: 5/23/2022

DocuSigned by:

Charles D. Moore

24ED78545E85488...

CHARLES D. MOORE
Proposed Class Counsel

Dated: 5/23/2022

DocuSigned by:

Clayton D. Halunen

27D1CE0404EE413...

CLAYTON D. HALUNEN
Proposed Class Counsel

Dated: 5/19/2022

TELECOM EVOLUTIONS, LLC

By: _____

James Murphy - CEO

Printed Name & Title

Dated: 5/19/2022

QUALITY SPEAKS, LLC

By: _____

James Murphy - CEO

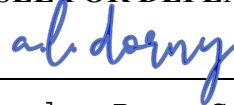
Printed Name & Title

Approved as to form and content:

Dated: May 19, 2022

COUNSEL FOR DEFENDANT

By: _____



A. Louis Dorny, Gordon Rees Scully Mansukhani, LLP

Printed Name & Title