

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

THOMAS SOBIECH, on behalf of himself  
and all others similarly situated,  
Plaintiff,

vs.

U.S. GAS & ELECTRIC, INC., i/t/d/b/a  
PENNSYLVANIA GAS & ELECTRIC;  
ENERGY SERVICES PROVIDERS, INC.,  
i/t/d/b/a PENNSYLVANIA GAS &  
ELECTRIC; and PENNSYLVANIA  
GAS & ELECTRIC,

Defendants.

No.: 2:14-CV-04464-GAM

**CLASS ACTION**

**SETTLEMENT AGREEMENT**

Subject to the approval of the Court, Plaintiff Thomas Sobiech ("Plaintiff" or "Named Plaintiff"), acting individually and on behalf of the Settlement Class as defined herein, and Defendant U.S. Gas & Electric, Inc. i/t/d/b/a/ Pennsylvania Gas & Electric, together with Defendant Energy Services Providers, Inc. i/t/d/b/a Pennsylvania Gas & Electric and Defendant Pennsylvania Gas and Electric ("Defendants"), enter into this Settlement Agreement ("Agreement") as of this 10th day of February 2017. Plaintiff and Defendants are referred to herein as the "Parties" and each as a "Party."

**I. RECTALS**

A. Plaintiff Thomas Sobiech filed a Class Action Complaint against Defendants on July 25, 2014, styled *Sobiech v. U.S Gas & Electric, Inc., Pennsylvania Gas & Electric*, Civil Action No. 14-04464, in the United States District Court for the Eastern District of Pennsylvania.

B. On September 15, 2014, Defendants filed a motion to dismiss the Class Action Complaint, and, in response, Plaintiff filed a First Amended Class Action Complaint. Plaintiff alleges

that Defendants' acts and omissions in connection with its electric energy supply activities constitute breach of contract and a breach of the covenant of good faith and fair dealing and warrant declaratory relief and damages.

C. On October 16, 2014, Defendants filed a Motion to Dismiss the First Amended Class Action Complaint, and Plaintiff filed a response in Opposition on November 18, 2014.

D. On February 4, 2015, Defendants' Motion to Dismiss was denied.

E. On March 6, 2015, Defendants filed an Answer to the First Amended Class Action Complaint, denying any wrongdoing and asserting several defenses.

F. Discovery ensued, during which the parties propounded and responded to written discovery, documents were produced by Defendants and reviewed by Plaintiff. Deposition testimony was taken of Defendants' key personnel.

G. In addition to formal discovery, the Parties also conducted informal discovery and extensive research into the applicable law with respect to the claims and defenses and with respect to class certification issues. Counsel for Plaintiff reviewed financial information produced by the Defendants in preparation for settlement negotiations.

H. The Parties met telephonically and in person on numerous occasions to discuss a comprehensive settlement of the claims of the Named Plaintiff and the putative class.

I. On April 14, 2016, the Parties reached an agreement on settlement terms and executed a Memorandum of Understanding.

J. The Parties recognize and acknowledge the benefits of settling these cases. Plaintiff believes that the claims asserted in this case have merit and that the evidence developed to date supports their claims. Despite the strengths of their case, Plaintiff is mindful of the problems of proof under, and possible defenses to, the claims in this matter. Plaintiff further recognizes and acknowledges the expense and length of time that proceedings necessary to prosecute this matter

against the Defendants through trial, post-trial proceedings, and appeals would take. Counsel for Plaintiff has taken into account the uncertain outcome and risks of the litigation, as well as the difficulties and delays inherent in such litigation and the likelihood of protracted appeals. Among other things, Plaintiff has considered: (i) ESPI's settlement of the PUC Action; (ii) the refunds and rate relief that Defendants voluntarily provided to many Pennsylvania electricity customers in 2014 and 2015; (iii) the risks posed by a possible motion for summary judgment by Defendants on the substantive claims asserted by Plaintiff in this Litigation; and (iv) the difficulties faced by Plaintiff in certifying a class for claims such as those asserted by Plaintiff in this Litigation. Plaintiff believes that the terms and conditions set forth in this Settlement Agreement confer substantial benefits upon the Settlement Class. Based on their evaluation, Plaintiff and Plaintiff's counsel have determined that a settlement of the Litigation based on the terms and conditions set forth in this Settlement Agreement is in the best interests of Plaintiff and the Settlement Class.

K. Counsel for Plaintiff has, therefore, determined that the Settlement set forth in this Agreement is fair, reasonable and adequate.

L. Defendants maintain that they have several meritorious defenses to the claims asserted in these actions. Nevertheless, Defendants recognize the risks and uncertainties inherent in litigation, the significant expense associated with defending class actions, the costs of any appeals, and the disruption to its business operations arising out of class action litigation. Defendants also recognize the risk that a trial on class-wide claims might present. Accordingly, Defendants believe that the Settlement set forth in the Agreement is likewise in their best interests.

## **II. SETTLEMENT TERMS**

### **A. Definitions**

1. "Claim Deadline" means the last date on which a Claim Form may be submitted. The Claim Deadline will be not less than one hundred and eighty (180) days from the

entry of the Preliminary Approval Order and not less than ninety (90) days after the first date on which claims may be filed electronically; however, if the 180<sup>th</sup> day after the entry of the Preliminary Approval Order falls on a weekend or federal holiday, then the Claim Deadline shall be the next day that is not a weekend or federal holiday.

2. “Claim Form” means the form, substantially in the form attached hereto as Exhibit A, whether in electronic or “hard copy,” that will be completed by Class Members and submitted in order to receive settlement benefits.

3. “Class Counsel” means Jonathan Shub, Esquire, Kohn, Swift & Graf P.C. and Troy M. Frederick, Esquire, Marcus & Mack P.C.

4. “Class Members” means those consumers who fall within the definition of the Settlement Class and do not timely elect to be excluded from the class as provided herein.

5. “Class Period” means any time up to and including the date of execution of this Agreement.

6. “Complaint” means Class Action Complaint filed on July 25, 2014 and First Amended Class Action Complaint filed on September 29, 2014.

7. “Court” means the United States District Court for the Eastern District of Pennsylvania.

8. “Defendants” means, collectively, USG&E, ESPI, and PAG&E and their past or present parents, subsidiaries, divisions, affiliates, predecessors, successors, officers, directors, employees, shareholders, and assigns.

9. “Effective Date” means the tenth (10<sup>th</sup>) day after the date on which all of the following conditions are satisfied:

a. Execution of this Agreement by the Named Plaintiff and Defendants;

b. Entry of the Final Approval Order by the Court approving the Settlement embodied in this Agreement; and

c. The passage of the earliest date on which: (i) the time for taking an appeal from the Final Approval Order and judgment has expired, without any appeal having been taken; or (ii) if an appeal is taken, the highest court to which such appeal may be taken affirms the Final Approval Order or dismisses the appeal without, in either case, any modification of the Final Approval Order that is in any respect unsatisfactory to the Parties.

10. "Eligible Class Member" means a Class Member who has submitted a timely claim in accordance with the requirements set forth herein.

11. "ESPI" means defendant Energy Services Providers, Inc. i/t/d/b/a Pennsylvania Gas & Electric and all of its past or present parents, subsidiaries, divisions, affiliates, predecessors, successors, officers, directors, employees, shareholders, and assigns.

12. "Fairness Hearing" or "Final Approval Hearing" means a hearing to be held by the Court, on notice to the Settlement Class, to consider approval of the Settlement and Class Counsel's motion for approval of attorneys' fees and reimbursement of costs and expenses. The Parties will ask the Court to schedule a Fairness Hearing not more than ninety (90) days from the entry of the Preliminary Approval Order.

13. "Final Approval Order" means the Order granting final approval to the Settlement, which should not be entered sooner than <sup>135</sup>~~ninety (90)~~ days after the appropriate officials have been served with notice of the Settlement in accordance with the Class Action Fairness Act of 2005, as codified at 28 U.S.C. § 1715(b). Defendants agree to provide the Court and Class Counsel promptly with the date(s) of service of said notices.

14. "Litigation" means *Sobiech v. U.S. Gas & Electric*, No.: 2:14-CV-04464-GAM (E.D. Pa.).

15. “Named Plaintiff Enhancement Awards” means the monetary amount awarded by the Court in recognition of the assistance provided by the Named Plaintiff in the prosecution of this action, for which Class Counsel shall ask for an amount not to exceed Two Thousand Dollars (\$2,000.00) for Plaintiff.

16. “PAG&E” means Pennsylvania Gas & Electric, which is the fictitious name under which U.S. Gas & Electric, Inc. and Energy Services Providers, Inc. operate in Pennsylvania.

17. “Preliminary Approval Date” means the date on which the Court enters the Preliminary Approval Order.

18. “Preliminary Approval Order” means the Order preliminarily approving the Settlement, conditionally certifying the Settlement Class for the purposes set forth in this Agreement, and approving the form of notice to potential Class Members.

19. “PUC Action” means the administrative proceeding filed in the Pennsylvania Public Utility Commission by the Commonwealth of Pennsylvania by Attorney General Kathleen G. Kane through the Office of Attorney General’s Bureau of Consumer Protection and the Acting Consumer Advocate Tanya J. McCloskey against ESPI that was docketed at C-2014-2427656.

20. “Released Claims” means and includes any and all manner of actions, causes of action, suits, accounts, claims, demands, controversies, judgments, obligations, damages and liabilities of any nature whatsoever, whether or not now known, suspected or claimed, that were asserted, or could have been asserted by Plaintiff in this action, or that could have been asserted by any Class Member against Defendants, that relate to or arise out of the conduct alleged in the Complaint or similar conduct, wherever it may have occurred, or that relate to or arise out of the rates charged to customers in connection with their gas or electric supply plans.

21. “Released Persons” means Defendants and their parents, subsidiaries, affiliates, predecessors, successors and assigns, as well as all of their respective, current and former officers, directors, owners, employees, agents, attorneys and insurers.

22. The “Settlement” shall mean the settlement embodied in this Agreement.

23. “Settlement Administrator” means Epiq Class Action & Claims Solutions, Inc., the entity selected by the Parties to administer the Settlement.

24. “Settlement Amount” shall mean \$1,250,000 to be paid by Defendants.

25. “Settlement Class” is defined as:

All persons in the Commonwealth of Pennsylvania who purchased electricity from Defendants at any time during the Class Period.

Excluded from the Settlement Class are: Defendants, any entities in which they have a controlling interest, any of their parents, subsidiaries, affiliates, officers, directors, employees and members of such person’s immediate family and the presiding judge(s) in this case and their immediate family, and any person who has previously released claims against the Defendants including, but not limited to persons who released claims against the Defendants pursuant to the settlement of the PUC Action.

26. “USG&E” means defendant U.S. Gas & Electric, Inc. i/t/d/b/a Pennsylvania Gas & Electric and all of its past or present parents, subsidiaries, divisions, affiliates, predecessors, successors, officers, directors, employees, shareholders, and assigns.

#### **B. Class Certification**

The Parties agree that a class may be conditionally certified as a class action under Fed. R. Civ. P. 23(a) and (b)(3) for settlement purposes only in accordance with the terms of this Agreement and without prejudice to Defendants’ right to contest class certification in the event that this Agreement fails to become effective or is not fully implemented in accordance with its terms. If the Settlement is not approved or this Agreement fails to be fully implemented, Defendants reserve all rights to object to any subsequent motion to certify a class in this or any other lawsuit, and no representation or



concession made in connection with the Settlement or this Agreement shall be considered law of the case or an admission by Defendants or to have any kind of preclusive effect against Defendants or to give rise to any form of estoppel or waiver by Defendants in these actions or any other proceeding.

Defendants expressly deny any and all liability and/or wrongdoing with respect to any and all of the claims alleged in these lawsuits and any similar lawsuits and enters into this Settlement solely to compromise a disputed claim. Accordingly, any references to the alleged business practices of Defendants in this Settlement, this Agreement or the related Court hearings and processes shall raise no inference respecting the propriety of those business practices or any other business practices of Defendants.

**C. Class Counsel**

The Parties agree, subject to Court approval, that Jonathan Shub of Kohn Swift & Graf, P.C. and Troy Frederick of Marcus & Mack P.C. shall be appointed Class Counsel, without prejudice to Defendants' right to contest the appointment in the event that this Agreement is not fully implemented in accordance with its terms. If the Settlement is not approved or this Agreement fails to be implemented fully, Defendants reserve all rights to object to any subsequent motion to appoint class counsel in these or any other actions.

**D. Settlement Administration**

Subject to oversight and regular reporting to Class Counsel, the Settlement Administrator will be responsible for all aspects of claims administration, including without limitation: (a) creating and maintaining a database of names and addresses of class members; (b) comparing that database with a national change of address database; (c) emailing or printing and mailing notices, each with an assigned unique claim number; (d) compiling email and mailing address information for and re-sending any notices returned as undeliverable; (e) developing and maintaining a webpage for the purposes of notice



and Claim Form administration; (f) providing a blank Claim Form by mail to any Class Members who request one; (g) compiling a list of Class Members who submit properly completed Claim Forms, either by mail or via the website, and verifying the accuracy and completeness of the Claim Forms; (h) distributing the proper share of the Settlement Amount by check to those Class Members who file a claim, on or before the Claim Deadline. Defendants will pay all costs relating to the Settlement Administration.

**E. Notice**

The Parties will be jointly responsible for agreeing upon the form and language of the notice to the Settlement Class, and they agree to cooperate in drafting that notice and ensuring that notice complies with the requirements of Federal Rule of Civil Procedure 23 and due process, subject to Court approval. Copies of the proposed notice to the class shall be filed with the motion for Preliminary Approval.

A short-form notice to the Settlement Class will be provided either by email or by United States Mail, postage prepaid, in a preprinted postcard format. A long-form notice will be available on the website to all Settlement Class members.

No later than <sup>15 07 17</sup> ~~twenty (20)~~ days prior to the Final Approval Hearing, Defendant shall certify to the Court compliance with the notice provisions of this Section II.E.

**F. Website**

The Settlement Administrator will create and maintain a web page to provide, among other things, (1) copies of the long-form notice discussed in the preceding section hereof, this Agreement, and certain selected pleadings and Court Orders from this action; (2) the Settlement Administrator's contact information for claims administration purposes; (3) Class Counsel's contact information; (4) a method for the electronic submission of Claim Forms at the appropriate time; and (5) a method for requesting the Claim Form(s) by mail.

**G. Settlement Amounts**

In consideration of the Releases set forth in Section II.K below, each Class Member, upon verification of a timely submitted, properly completed Claim Form, shall be entitled to payment, the amount to be determined at the end of the Claims Period, by dividing the Settlement Amount by the number of Eligible Class Members.

All Class Members who submit a Claim Form must sign (or, in the case of claims made on-line on the Settlement Administrator's website, electronically sign), as part of the Claim Form, an attestation under penalty of perjury that: (i) they (or their business) are/were a named account holder with Defendants during the Class Period; (ii) they did not already receive a refund payment in the PUC Action; (iii) they did not have and are not now seeking to have their account balance discharged due to bankruptcy or receivership; and (iv) they acknowledge that submission of the Claim Form waives any opt-out rights that they may otherwise have.

Class Members who are paid by check shall have 90 days within which to cash those checks. Upon the expiration of that time period, any check not cashed within the time period allotted will become void. The voiding of any such check by the passage of time as described in this paragraph shall not serve to invalidate the release given in Section II.K hereof by any Class Member who failed timely to negotiate his or her check.

**H. Other Payments by Defendants**

Defendants will not oppose or object to a request for, and agrees to pay to Class Counsel, upon Court approval, attorneys' fees, costs, and expenses of litigation, in such amount as may be approved by the Court, not to exceed in the aggregate Four Hundred Seventy-Five Thousand Dollars (\$475,000.00). Defendants agrees to pay the Court-approved amount to Class Counsel within ten (10) business days of the Effective Date. Notwithstanding anything contained in this Agreement that might be construed to the contrary, it is understood by the Parties and Class Counsel that attorneys' fees, costs

and expenses, in the amount awarded by the Court, are the only such fees, costs and expenses that Defendants will pay in connection with this Settlement.

Defendants agrees to pay, upon Court approval, a Named Plaintiff Enhancement Award to Named Plaintiff Thomas Sobiech in the amount awarded by the District Court, not to exceed the amount set forth in the Definitions above.

**I. Full and Final Settlement**

The Parties agree that this action is being voluntarily settled after consultation with experienced legal counsel and that the terms of the Settlement were negotiated at arm's length and in good faith. The Parties intend the Settlement to be a final and complete resolution of the Released Claims. In order to effectuate that purpose, the Parties agree to cooperate with one another and use their best efforts to obtain Court approval of the Settlement and this Agreement.

**J. Release**

Upon the Effective Date and without any further action by the Court or by any Party to this Agreement, Plaintiff and the Class Members and all of their administrators, executors, personal representatives, heirs, agents, attorneys, assigns, predecessors and successors, for good and sufficient consideration, the receipt and adequacy of which is acknowledged, shall be deemed to, and shall, in fact, have remised, released and forever discharged any and all Released Claims, which they, or any of them, had or has or may in the future have or claim to have against the Released Persons.

**III. PROCEDURES FOR EFFECTUATING SETTLEMENT**

**A. Preliminary Approval**

Promptly after the execution of this Agreement, Plaintiff will move the Court for an order preliminarily approving this Agreement and requesting that the Court approve the form and content of the short-form and long-form Notices to the Class, substantially in the forms of Exhibits C and D to this Agreement, as described in Section II.E above, and:

1. conditionally certifying the Settlement Class, for settlement purposes only, pursuant to Federal Rule of Civil Procedure 23(a)(1)-(4) and (b)(3), with Plaintiff Thomas Sobiech as the named Class representative and Class Counsel as counsel for Plaintiff and the Settlement Class;
2. setting the date of the Fairness Hearing, upon notice to the Settlement Class, to consider:
  - a. whether the Settlement should be approved as fair, reasonable and adequate and whether the Released Claims of the Settlement Class against the Released Persons should be dismissed with prejudice;
  - b. Class Counsel's Motion for an award of attorneys' fees, costs and expenses; and
  - c. the Named Plaintiff Enhancement Award.
3. Class Counsel will file motions on topics III.A.2.a, b, and c at least ten (10) days prior to the date of the Fairness Hearing and Defendants shall have the right to file a response to any motion filed by Class Counsel.
4. Upon the filing of Plaintiff's Motion for Preliminary Approval, counsel for Defendants will provide notice of the Settlement to the appropriate officials pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, the costs of such notice to be paid by Defendants.

**B. Treatment of Potential Opt Outs and Objectors**

Subject to an Order of the Court so providing, the Parties agree that:

**1. Opt Outs**

Any potential Class Member, other than the Named Plaintiff, may elect to be excluded from this Settlement and from the Settlement Class by opting out of the Settlement Class. Any potential Class Member who desires to be excluded from the Settlement Class must give written notice of the election to be excluded on or before the date specified in the Notices described in Section II.E, to the

Settlement Administrator. An opt out notice must be signed by the recipient of the Notice and potential member of the Settlement Class requesting exclusion, including the requester's full name and current address. The last date for Class Members to opt out of the Settlement Class will, subject to Court approval, be <sup>120 days</sup> ~~60~~ days after the entry of the Preliminary Approval Order. Class Members who timely opt out of the Settlement Class will not be bound by the terms of this Agreement, including any releases contained herein.

Named Plaintiff agrees not to opt out of this Settlement, but rather affirmatively to support entry of the Final Approval Order. Neither Named Plaintiff, Class Counsel, Defendants, nor their counsel shall in any way encourage any Class Member to opt out or discourage any Class Member from participating in this Settlement. If five (5) percent or more of the Class Members exercise their right to opt out of the Settlement Class, Defendants shall have the right to withdraw from, terminate and abandon this Settlement Agreement.

## 2. Objections

Any Class Member who wishes to object to the Settlement must file a written objection and/or a notice of intention to appear before the Court at the Fairness Hearing, and serve copies on Class Counsel and counsel for Defendants. Any objection must set forth in writing a brief, informal statement of the nature of the objection, the reasons for the objection, and copies of any papers that the objector intends to present to the Court in support of the objection at the Fairness Hearing. The last day for Class Members to object to the Settlement will be <sup>120 days</sup> ~~60~~ days after the entry of the Preliminary Approval Order.

Named Plaintiff agrees not to object to entry of the Final Approval Order of this Settlement, but rather affirmatively to support entry of the Final Approval Order. Neither Named Plaintiff, Class Counsel, Defendants, nor its counsel shall in any way encourage any Class Member to object to this Settlement.



**C. Approval of the Court**

This Agreement and the Settlement embodied herein are subject to Final Approval by the Court. If the Settlement is approved, the Court will enter a judgment dismissing all claims against Defendants with prejudice. Named Plaintiff waives any right to appeal or collaterally attack a Final Approval Order entered by the Court.

If this Agreement or any part of it is materially modified by the Court or is materially modified upon appeal or remand, any Party may terminate this Agreement. If no Party timely elects to terminate, then the Parties shall remain bound to the Settlement as so modified. For purposes of this paragraph, a “material modification” is one that significantly affects the rights or obligations of one or more of the Parties. Without limiting the foregoing and by way of illustration only, (a) any change to the scope of the Release set forth in this Agreement; (b) any change to the Final Approval Order, or (c) any increase in the cost of the Settlement to be borne by Defendants shall be deemed to be a material modification. No order or action of the Court pertaining to attorneys’ fees or expenses shall be considered to constitute a material modification so long as such order, action or modification does not increase the cost of Settlement to be borne by Defendants and does not require that Defendants do anything not specifically set forth herein. Similarly, no order or action of the Court pertaining to the Named Plaintiff Enhancement Awards shall be considered to constitute a material modification so long as such order, action or modification does not increase the cost of Settlement to be borne by Defendants and does not require that Defendants do anything not specifically set forth herein. Any dispute as to the materiality of any modification or proposed modification of this Agreement shall be resolved by the Court.

**D. Termination of Agreement**

This Agreement shall terminate: (a) automatically if the Court fails to approve the Agreement; (b) at the election of any Party, in the event of any proposed material modification of this Agreement as

a condition to approval of the Settlement; or (c) prior to approval of this Agreement by the Court, upon the mutual agreement of the Parties by and through their respective counsel.

**E. Effect of Termination of Agreement**

If this Agreement is terminated, each Party shall return to his, her, or its respective status as of date of Preliminary Approval, and they shall proceed in all respects as if this Agreement had not been executed and any related orders had not been entered, preserving all of their respective claims and defenses.

**IV. MISCELLANEOUS PROVISIONS**

**A. Costs**

Except as otherwise provided in this Agreement, each Party shall bear its own costs and expenses.

**B. Entire Agreement**

This Agreement, together with the Exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter of the Settlement and supersedes all prior negotiations, communications, memoranda and agreements between the Parties. Neither Named Plaintiff nor Defendants are entering into this Agreement in reliance upon any representations, warranties or inducements other than those contained in this Agreement.

**C. Amendments**

This Agreement may be modified or amended only by (a) an order of the Court, or (b) a writing signed by (i) Class Counsel, and (ii) counsel for Defendants.

**D. Extensions of Time**

The Parties may jointly request that the Court allow reasonable extensions of time to carry out any of the provisions of the Agreement without formally amending this Agreement.



**E. Plaintiff's Authority**

Class Counsel represent and warrant that they are authorized to take all appropriate actions required or permitted to be taken by or on behalf of the Named Plaintiff and, subsequent to an appropriate Court Order, the Settlement Class in order to effectuate the terms of this Agreement and are also authorized to enter into appropriate modifications or amendments to this Agreement on behalf of the Named Plaintiff and, subsequent to an appropriate Court Order, Class Members.

**F. Counterparts**

This Agreement may be executed in one or more counterparts, all of which together shall be deemed to be one and the same instrument. The Parties agree that a copy of the executed counterparts may be filed with the Court in connection with the motion to approve the Settlement, either in portable document format or some other suitable electronic form, as an exhibit to Plaintiff's Motion for Preliminary Approval without the need to collate and file a copy with original signatures.

**G. Binding Nature**

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Plaintiff, Class Members and Defendants.

**H. Construing the Agreement**

This Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it may have been initially drafted by counsel for only one of the Parties. It is recognized that this Agreement is the result of arm's-length negotiations between the Parties and it is acknowledged that all Parties have contributed substantially to the preparation of this Agreement, accordingly, the doctrine of *contra proferentum* shall not apply in construing this Agreement, nor shall any other such similar doctrine apply.

**I. Choice of Law**

This Agreement shall be governed by and interpreted in accordance with the substantive common law of the Commonwealth of Pennsylvania, exclusive of choice of law principles.

**J. Jurisdiction**

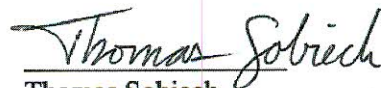
The Parties submit to the exclusive jurisdiction of the United States District Court for the Eastern District of Pennsylvania for the purpose of enforcing this Agreement or implementing any part of the Settlement embodied in this Agreement.

**K. Headings**

The captions and headings employed in this Agreement are for convenience only, are not a part of the Agreement, and shall not be used in construing or interpreting the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, as of the date and year first above written.

Dated: Feb. 12<sup>th</sup>, 2017



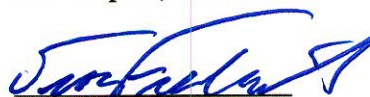
Thomas Sobiech  
Individually and on behalf  
of the putative class

Dated: 02-13-2017




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Kohn Swift & Garf PC  
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Dated: 2-13-17




Troy M. Frederick  
Marcus & Mack, P.C.  
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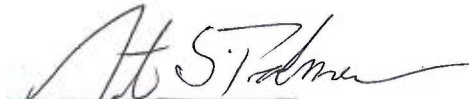
Dated: 2/10/2017

  
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Dated: 2/10/2017

  
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