

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Settlement” or the “Agreement”) is made and entered into by and between Plaintiffs Mark Pacana, individually, Wayne Lewald, individually, and Paul Fiskratti, individually and on behalf of the Settlement Class (“Plaintiffs” or “Class Representatives”), on the one hand, and Defendant TTE Technology, Inc. dba TCL North America (“TCL” or “Defendant”), on the other hand, in the action entitled *Christopher Julian et al. v. TTE Technology, Inc.*, Case No. 3:20-CV-02857-EMC, pending in the United States District Court for the Northern District of California (the “Court”).

I. DEFINITIONS

As used in this Agreement and all related documents, the following terms have the following meanings:

A. “**Action**” means *Christopher Julian, et al. v. TTE Technology, Inc.*, Case No. 3:20-CV-02857-EMC (U.S.D.C. N.D. Cal.).

B. “**Administration Fund**” means a fund consisting of Seventy-Five Thousand Dollars (\$75,000 USD) that Defendant will pay or cause to be paid to the Settlement Administrator no later than twenty-one (21) calendar days of Preliminary Approval.

C. “**CAFA Notice**” refers to the notice requirements imposed by 28 U.S.C. § 1715(b).

D. “**Class Counsel**” means Crueger Dickinson LLC, Milberg Coleman Bryson Phillips Grossman PLLC, and Hudock Law Group S.C.

E. “**Class Period**” means April 24, 2016 through the Notice Date (defined below).

F. “**Claim(s)**” or “**Claim Form(s)**” means the claim form submitted by a Settlement Class Member, in the form attached hereto as “**Exhibit C**”, to receive a Settlement Award pursuant to Section III. Each Settlement Class Member must attest under penalty of perjury that they purchased a TCL Television during the Class Period, and the information supplied in the Claim Form is true and correct to the best of the Settlement Class Member’s knowledge. For a Claim to be considered valid, each Settlement Class Member must enter the following information into the Claim Form: (1) Television model number(s), (2) approximate date(s) of purchase, and (3) the

place(s) of purchase (selling retailer name and state of purchase). Additionally, for a Claim to be considered valid, each Settlement Class Member must provide “proof of purchase” concurrently with the Claim Form by submitting one (1) of the following:

1. A copy of the receipt(s) of the Television purchase (must identify Television model number, date of purchase, and selling retailer, and if an online purchase, your state of residence); or
2. The serial number of the Television(s); or
3. A statement under penalty of perjury that the Settlement Class Member sold, donated, or gave away the Television(s) prior to January 1, 2018; or
4. A statement under penalty of perjury that the Settlement Class Member recycled the Television(s) under California law, including the name and location of the collector/recycler where the Television was dropped off, the approximate date of drop off, and acknowledgement of following: “California law prohibits the disposal of electronic devices in garbage and in landfills. The California Electronic Waste Recycling Act of 2003 requires that televisions be dropped off by their owners at accredited collectors or recyclers. I understand that my claim may be verified against available accredited collector/recycler information, including Covered Electronic Waste (CEW) Collection Logs submitted by each collector/recycler to the State of California Department of Resources Recycling and Recovery.”

G. “**Claim Deadline**” means the date by which Claims must be submitted to be determined valid, which shall be eighty-one (81) days after Preliminary Approval and no less than sixty (60) days after the Notice Date.

H. “**Claim Period**” means the time period in which Settlement Class Members may submit a Claim Form. The Claim Period begins on the Notice Deadline and expires on the Claim Deadline.

I. “**Claims Process**” means the process for Settlement Class Members’ submission of Claims, as described in Section III.

J. **“Class Notice”** means all types of notice that will be provided to the Settlement Class, as described in Section IV of the Agreement, and includes the Website Notice, Internet Media Publication Notice, Email Notice, as well as any additional notice that might be ordered by the Court.

K. **“Settlement Administrator”** means the third-party agent or administrator agreed to by the Parties and appointed by the Court. The Parties agree that, subject to the Court’s approval, AB Data, Ltd. shall be retained to implement the Class Notice and Claims administration requirements of this Agreement.

L. **“Effective Date”** means (a) if no objection is raised to the proposed Settlement at the Fairness Hearing, including with respect to Class Counsel’s attorneys’ fees and any incentive awards, the date on which the Final Approval Order and Judgment is entered; or (b) if any objections are raised to the proposed Settlement at the Fairness Hearing or thereafter through third-party intervention or otherwise, including with respect to Class Counsel’s attorneys’ fees and any incentive awards, the latest of: (i) the expiration date of the time for filing any appeal from the Final Approval Order and Judgment; or (ii) the date of final disposition of any appeal of the Final Approval Order and Judgment..

M. **“Email Notice”** means notice of the proposed Settlement to be provided to Settlement Class Members substantially in the form attached hereto as **“Exhibit A”**.

N. **“Fairness Hearing”** or **“Final Approval Hearing”** means the hearing at or after which the Court will make a final decision whether to approve this Agreement and the Settlement set forth herein as fair, reasonable and adequate and to enter the Final Approval Order. Pursuant to Section VI, the Parties shall request the Fairness Hearing be scheduled One Hundred and Eighty (180) days after Preliminary Approval.

O. **“Final Approval”** means the date the Court finally approves the Settlement of this Action, including but not limited to, the terms and conditions of this Agreement.

P. **“Final Approval Order”** means the order and judgment that the Court enters upon finally approving the Settlement in connection with the Fairness Hearing, the proposed form of which is attached hereto as **“Exhibit E”**.

Q. **“Internet Media Publication Notice”** means notice of the proposed Settlement to be provided to Settlement Class Members under Section IV.C. of the Agreement. In advance of the hearing on the motion for Preliminary Approval, the Parties shall agree to the form and content of the Internet Media Publication Notice and submit the proposed Internet Media Publication Notice to the Court for approval. If the parties are unable to agree to the form and content of said Notice, the parties shall submit the areas of disagreement to the Court.

R. **“Long Form Notice”** means notice of the proposed Settlement to be provided to Settlement Class Members substantially in the form attached hereto as **“Exhibit B”**.

S. **“Notice Deadline”** or **“Notice Date”** means the date on which the notice described in Section IV of the Agreement is first issued, which shall be twenty-one (21) calendar days following entry of Preliminary Approval.

T. **“Objection/Exclusion Deadline”** means the date eighty-one (81) days after Preliminary Approval, which shall in no event be less than sixty (60) calendar days after the Notice Date.

U. **“Parties”** mean the Class Representatives and Defendant.

V. **“Preliminary Approval”** means the date the Court preliminarily approves the Settlement of the Action, including but not limited to, the terms and conditions of this Agreement.

W. **“Preliminary Approval Order”** means the order to be submitted to the Court in connection with the preliminary approval hearing on the Settlement, the proposed form of which is attached hereto as **“Exhibit D”**.

X. **“Released Claims”** means all claims to be released pursuant to Section III.C of this Agreement.

Y. **“Settlement Award”** means an electronic payment to an eligible Settlement Class Member pursuant to Section III.D. of this Agreement. The Settlement Awards will be capped at

Fifteen Dollars (\$15 USD) per valid Claim and subject to *pro rata* decrease, depending on the number of all approved Claims submitted, as described in Section III.D.

Z. **“Settlement Class”** means all persons who, during the Class Period, purchased a new TCL Television marketed as having a “Hz” rating twice as high as its native panel refresh rate (Hz) in the state of California. Excluded from the Settlement Class are all persons who validly opt out of the Settlement in a timely manner; governmental entities; counsel of record (and their respective law firms) for the Parties; Defendant and any of its parents, affiliates, subsidiaries, independent service providers and all of its respective employees, officers, and directors; the presiding judge in the Action or judicial officer presiding over the matter, and all of their immediate families and judicial staff; and any natural person or entity that entered into a release with Defendant prior to the Effective Date concerning the Televisions.

AA. **“Settlement Class Member(s)”** means any member of the Settlement Class.

BB. **“Settlement Costs”** means (a) any award of attorneys’ fees and costs to Class Counsel approved by the Court; (b) any incentive awards to Plaintiffs approved by the Court; (c) all costs of printing and providing notice to persons in the Settlement Class (including, but not limited to Website Notice, Internet Media Publication Notice, and any additional notice that might be ordered by the Court); (d) all costs of administering the Settlement; and (e) the fees, expenses and all other costs of the Settlement Administrator.

CC. **“Settlement Consideration”** means the benefits available to Settlement Class Members, as described in detail in Section III.

DD. **“Settlement Website”** means the website to be established by the Settlement Administrator for purpose of providing notice, Claim Forms, and other information regarding this Agreement, as described in Section IV.B.

EE. **“Television(s)”** means a new TCL-branded television marketed as having a “Hz” rating twice as high as its native panel refresh rate (Hz). The Televisions are comprised of the following model numbers: 32S327, 40D100, 40S303, 40S305, 40S325, 43S303, 43S305, 43S325, 43S403, 43S405, 43S421, 43S423, 43S425, 43S431, 43S433, 43S434, 43S435, 43S513, 43S515,

43S517, 43S525, 49D100, 49S303, 49S305, 49S325, 49S403, 49S405, 49S425, 49S515, 49S517, 50S421, 50S423, 50S425, 50S431, 50S433, 50S434, 50S435, 50S525, 55C803, 55C807, 55P605, 55P607, 55R613, 55R615, 55R617, 55S401, 55S403, 55S405, 55S421, 55S423, 55S425, 55S431, 55S433, 55S434, 55S435, 55S515, 55S517, 55S525, 65C807, 65R613, 65R615, 65R617, 65S4, 65S401, 65S403, 65S405, 65S421, 65S423, 65S425, 65S431, 65S433, 65S434, 65S435, 65S517, 65S525, 75C803, 75C807, 75R615, 75R617, 75S423, 75S425, 75S431, 75S433, 75S434, and 75S435 only.

FF. “**Website Notice**” means the notice made available on the Settlement Website pursuant to Section IV.B. of this Agreement, including the Long Form Notice.

II. LITIGATION BACKGROUND

A. Plaintiffs allege that, during the Class Period, Defendant deceptively advertised that certain of its Televisions with 60Hz native refresh rate panels as “120Hz CMI,” “120Hz Clear Motion Index,” and/or “120Hz CMI Effective Refresh Rate.” Based on these allegations, on April 24, 2020, Plaintiffs filed the Action. The Action alleges violations of certain California and New Jersey consumer protection statutes and a claim for unjust enrichment. Plaintiffs seek injunctive relief, compensatory damages, and restitution in amounts by which Defendant was allegedly unjustly enriched based on its sale of the Televisions.

B. Defendant expressly denies any liability or wrongdoing of any kind or that Plaintiffs or any putative class member has been damaged in any amount or at all in connection with the claims alleged in the Action, and further contends that, for any purpose other than Settlement, this Action is not appropriate for class treatment. Defendant does not admit or concede any actual or potential fault, wrongdoing, or liability against it in the Action or any other actions. Defendant maintained during the entire pendency of the Action, and continues to maintain, that the challenged representations are in fact true, are substantiated through science, and are not deceptive or misleading as a matter of law.

C. The Parties engaged in vigorous litigation over an eighteen-month period relating to the facts and legal issues in the Action. The Parties exchanged extensive written discovery,

including tens of thousands of pages of documents, took numerous depositions of TCL representatives and Plaintiffs, and engaged in expert discovery and third-party discovery. As a result of this lengthy and contentious litigation, Class Counsel was able to assess thoroughly the claims of the Settlement Class Members and Defendant's practices as they relate to the marketing of the Televisions.

D. The Court granted in part and denied in part Defendant's Motion to Dismiss the First Amended Complaint in this Action on November 17, 2020 (Dkt. 61). The Court also granted Defendant's narrowly targeted Motion to Dismiss the Second Amended Complaint in this Action on March 3, 2021 (Dkt. 76). Following discovery, Plaintiffs filed their Motion for Class Certification on August 27, 2021 (Dkt. 86) and Defendant opposed on October 8, 2021 (Dkt. 102). The Motion for Class Certification was scheduled to be heard on December 9, 2021. The Settlement was then reached at mediation on October 15, 2021, before Plaintiffs' reply brief in support of Motion for Class Certification was due, and before the Motion was heard.

E. Counsel for the Parties engaged in a full-day mediation on October 15, 2021 before the Honorable Jay C. Gandhi (Ret.) of JAMS, as well as many meetings, discussions, and conference calls prior to finally resolving this Action. The result was a Settlement of the Action as to the putative California subclass only, culminating with this Agreement. Based on the above-outlined investigation and litigation, the current state of the law, the expense, burden and time necessary to prosecute the Action through trial and possible appeals, the risks and uncertainty of further prosecution of this Action considering the defenses at issue, the sharply contested legal and factual issues involved, and the relative benefits to be conferred upon Plaintiffs and the Settlement Class Members pursuant to this Agreement, Class Counsel has concluded that a Settlement with Defendant on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class in light of all known facts and circumstances.

F. Defendant and Defendant's counsel recognize the expense and length of continued proceedings necessary to continue the Action through trial and through possible appeals. Defendant also recognizes that the expense and time spent pursuing this Action has and will further

detract from resources that may otherwise be used to run Defendant's business. While Defendant denies any wrongdoing or liability arising out of any of the facts or conduct alleged in the Action and believes that it has valid defenses to Plaintiffs' claims, Defendant has determined that the Settlement is fair, adequate and reasonable.

G. Based on the foregoing, which the Parties expressly incorporate as material terms of the Agreement, it is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or related to the Action which exist between the Parties. Therefore, it is the intention of Plaintiffs and the Settlement Class that this Agreement shall constitute a full and complete Settlement and release of the Released Claims against Defendant.

III. TERMS OF SETTLEMENT

In consideration of the mutual covenants and promises set forth herein, and subject to Court approval, the Parties agree as follows:

A. Conditional Certification of Class. For Settlement purposes only, and without any finding or admission of any wrongdoing or fault by Defendant, and solely pursuant to the terms of this Agreement, the Parties consent to and agree to the establishment of a conditional certification of the Settlement Class, pursuant to Federal Rule of Civil Procedure 23(b)(3).

B. Certification is Conditional. This certification is conditional on the Court's approval of this Agreement. In the event the Court does not approve all terms of the Agreement, or if the Agreement is voluntarily or involuntarily terminated for any reason, then certification of the Settlement Class shall be void and this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy. And, in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all parties hereto, who shall be restored to their respective positions as of the date of this Agreement, and Defendant has not and shall not be deemed to have

waived any opposition or defenses it has to any aspect of the claims asserted herein or to whether those claims are amenable to class-based treatment. Defendant supports certification of the Settlement Class for settlement purposes only.

In the event the Settlement is not preliminarily approved, the parties agree to resume settlement discussions in good faith for at least 14 days. If after 14 days the parties have not agreed to amended settlement terms, then all pre-trial and trial deadlines and dates shall be reset by the Court. The parties agree to provide the Court with a proposed schedule starting with the reply and hearing on the pending Motion for Class Certification (Dkt. 86), and resetting all other existing case deadlines, within 14 days after an order of the Court denying preliminary approval.

C. Releases.

1. Release of Defendant. Upon the Effective Date, and except as to such rights or claims as may be created by this Agreement, and in consideration for the Settlement benefits described in this Agreement, Plaintiffs and the Settlement Class shall fully release and discharge Defendant and all its present and former parent companies, subsidiaries, shareholders, officers, directors, employees, agents, servants, registered representatives, affiliates, successors, personal representatives, heirs and assigns, retailers, suppliers, distributors, endorsers, consultants, and any and all other entities or persons upstream and downstream in the production/distribution channels (together, the “Discharged Parties”) from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, arising under federal, state, or local law, that Plaintiffs or Settlement Class Members ever had, now have, or may have against the Discharged Parties in any other court, tribunal, arbitration panel, commission, or agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of, connected with, or arising from the Discharged Parties’ representations, advertising, marketing and/or sales of the Televisions during the Class Period relating in any way to the refresh rate and/or effective refresh rate of the Televisions, and the claims alleged in the operative complaint in the Action. This is notwithstanding that Plaintiffs and the Settlement Class acknowledge that they may hereafter discover facts in addition to or different from those that they now know or believe to be

true concerning the subject matter of the Action and/or the Released Claims herein. The Released Claims shall include, but are not limited to, all claims that have or could have been asserted by any or on behalf of any Settlement Class Member in this Action and that are based on the same factual predicate as the Action.

2. Class Representatives' Release of Unknown Claims. Plaintiffs expressly understand and acknowledge that certain principles of law, including but not limited to Section 1542 of the Civil Code of the State of California, provide that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs hereby agree that the provisions of all such principles of law or similar federal or state laws, rights, rules or legal principles, are hereby knowingly and voluntarily waived, relinquished and released by Plaintiffs.

3. Release of Class Representatives and Class Counsel. Upon the Effective Date, and except as to such rights or claims as may be created by this Agreement, and in consideration for the Settlement benefits described in this Agreement, Defendant shall fully release and discharge Class Representatives, Settlement Class Members, and Class Counsel from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, known or unknown, direct, indirect, or consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, arising under common law, regulatory law, statutory law, or otherwise, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim that Defendant ever had, now has, may have, or hereafter can, shall or may ever have against Class Representatives, Settlement Class Members, and Class Counsel in any other court, tribunal, arbitration panel,

commission, or agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of, connected with, arising from, or in any way whatsoever relating to the institution or prosecution of the Action, notwithstanding that Defendant acknowledges that it may hereafter discover facts in addition to or different from those that it now knows or believes to be true concerning the subject matter of the Action and/or the Released Claims herein.

Defendant expressly understands and acknowledges that certain principles of law, including but not limited to Section 1542 of the Civil Code of the State of California, provide that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Defendant hereby agrees that the provisions of all such principles of law or similar federal or state laws, rights, rules or legal principles are hereby knowingly and voluntarily waived, relinquished and released by Defendant.

D. Compensation to the Settlement Class.

1. Claim Process. Given the specific legal, procedural, and factual issues in the Action, including as set forth in the Motion for Class Certification and Opposition thereto, Settlement Awards will be provided on a “claims made” basis. Settlement Class Members must make a Claim for a Settlement Award by submitting a valid Claim Form to the Settlement Administrator via a web form on the Settlement Website during the Claim Period. Settlement Class Members may, at their option, submit a paper Claim Form, which will be accepted upon receipt as valid by the Settlement Claims Administrator if the claim is otherwise valid.

Defendant shall have the option and the opportunity, but not the obligation, to verify Television serial numbers, model numbers, purchasing information, and/or disposal information for any Claim submitted or to be determined valid. The Settlement Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims. This may

include measures such as using a class member identifier to access and file claims and/or validating claims against Defendant's records. The Settlement Administrator shall have the right to audit claims, and the Settlement Administrator may request additional information from Settlement Class Members submitting claims. If any fraud is detected or reasonably suspected, the Settlement Administrator may request further information from the Settlement Class Member or deny claims, subject to the ultimate oversight by the Court. The Settlement Administrator shall have sole authority to approve or deny all claims, and the Settlement Administrator's decision shall be final and not be subject to appeal. The Settlement Administrator shall maintain records of all Claim Forms until ninety (90) days after all valid Claims have been finally resolved and the Settlement Administrator has issued payment to those Settlement Class Members who submitted valid Claims, and such records will be made available upon request to Defendant's counsel at the end of the ninety (90) day period. The Settlement Administrator also shall provide such reports, declarations, and such other information to the Court as the Court may require or as Class Counsel or Defendant requests.

2. Settlement Awards and Settlement Cap. The Settlement Award shall consist of a \$15 cash payment per valid Claim to each Settlement Class Member submitting a valid Claim, subject to potential *pro rata* decrease as described below. Defendant shall pay the value of all valid Claims up to a maximum of Two Million Five Hundred Thousand Dollars (\$2,500,000 USD) (the "**Settlement Cap**").

3. Pro Rata Distribution. If the total amount of Settlement Awards would exceed the Settlement Cap, the Settlement Awards will be reduced *pro rata* so that the total payment in the aggregate to Settlement Class Members for Settlement Awards does not exceed the Settlement Cap. For the avoidance of doubt, in no event will Defendant be obligated to pay more than the Settlement Cap (\$2,500,000) in total to all Settlement Class Members, not including the incentive award to the Named Plaintiffs as discussed below.

4. Final Tally. The Settlement Administrator shall provide weekly reports to counsel for Defendant and Plaintiffs stating the number of claims received, the number of claims

denied, and the number of claims approved. Within **seven (7) calendar** days after the close of the Claim Period, the Settlement Administrator shall provide the Parties with the total number of valid and timely Claims received and approved.

5. Injunctive Relief. Without admitting any liability or that it is required by law to do so, Defendant agrees to the following injunctive relief: for new TCL-branded television models first manufactured after the date the Settlement is finally approved and the time for appeal has expired, TCL shall refrain from labeling such televisions as “120Hz CMI” or “120Hz Clear Motion Index” for four years. TCL shall not be obligated to recall or modify labeling for any existing television model and any new variation of a previously introduced model (e.g., model variations introduced for a specific retailer). TCL may, in its sole and absolute discretion, label such televisions as “120 CMI” or “120 Clear Motion Index” without reference to the Hz measurement, or as “120 CMI, 60Hz native” or “120 Clear Motion Index, 60Hz native.”

E. Payment Schedule. In settlement of the claims of Plaintiffs and the Settlement Class Members, Defendant shall remit payment on the following schedule:

1. Within **twenty-one (21) calendar days** of Preliminary Approval, Defendant shall pay the Administration Fund of \$75,000 into an escrow account established by the Settlement Administrator. The Administration Fund shall be used to pay the costs of Class Notice and the Claims Process, including exclusions and objections. Defendant shall not be obligated to pay, reimburse, or indemnify, and Class Counsel shall not seek reimbursement or indemnification from Defendant, for the costs of Class Notice or the Claims Process in excess of the \$75,000 Administration Fund. Any such costs in excess of \$75,000 shall be deducted from the award of attorneys’ fees, costs and expenses.

2. Within **thirty (30) calendar days** of the Effective Date, Defendant shall deposit the value of all valid Claims, up to the Settlement Cap (\$2,500,000), into a mutually agreeable bank account (the “**Fund Payment**”). Subject to Court approval and oversight, the account receiving the Fund Payment shall be an interest-bearing account mutually agreed to by the

Parties and controlled by the Settlement Administrator. Any interest earned on any amounts in the account shall be allocated to pay Settlement Costs.

3. Settlement Awards to Settlement Class Members who submit a valid Claim will be paid within **ninety (90) days** of the Effective Date or as soon thereafter as is feasible for the Settlement Administrator.

F. Attorneys' Fees/Costs and Class Representative Enhancement.

1. Class Counsel may move the Court for an award of attorneys' fees plus costs and expenses of no more than One Million Dollars (\$1,000,000 USD), to be paid to Class Counsel by Defendant separate and apart from the Settlement Awards and Settlement Cap. Any such motion shall be noticed for the same date as the Fairness Hearing and filed at least **sixty days (60) days** before the Fairness Hearing. Defendant shall not object to such a motion so long as the amount requested for attorneys' fees plus costs and expense is less than or equal to \$1,000,000. Class Counsel shall not be entitled to interest on any amount sought at any time. The actual amount of attorneys' fees, costs, and expenses to be awarded is in the discretion of the Court. Court approval of attorneys' fees, costs, and expenses, or their amount, will not be a condition of the Settlement. In the event the Court declines to approve, in whole or in part, the payment of attorneys' fees, expenses, and costs in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect.

2. Class Counsel further agrees that it will apply to the Court for an incentive award to named Plaintiff Paul Fiskratti in an amount not to exceed \$2,500 USD, for his participation as a Class Representative, for taking on the risks of litigation, and for Settlement of his individual claims as a Settlement Class Member in this Action, to be paid by Defendant separate and apart from the Settlement Awards and Settlement Cap. Court approval of the incentive awards, or their amount, will not be a condition of the Settlement. Furthermore, Defendant agrees to pay \$2,500 to each of Mark Pacana and Wayne Lewald in settlement of their individual claims by no later than twenty-one (21) business days after the Effective Date. Mr.

Pacana and Mr. Lewald are New Jersey consumers and do not seek to represent the Settlement Class consisting of California consumers.

3. Any Court approved attorneys' fees shall be paid within **twenty-one (21) business days** of the Effective Date. The Settlement Administrator shall deliver to Class Counsel a check payable to "Crueger Dickinson LLC Client Trust Account" in the total amount actually awarded by the Court as attorneys' fees, expenses, costs, and incentive awards. Plaintiffs and Class Counsel agree to provide Defendant all identification information necessary to effectuate the payment of the fees and costs including, but not limited to, Taxpayer Identification Number(s), and completed Internal Revenue Service Form(s) W-9.

4. Except for the fees and costs to be paid to Class Counsel and Plaintiffs as specifically provided in this subsection F and elsewhere in this Agreement, Defendant does not agree to pay and shall not be responsible or liable for the payment of any attorneys' fees and expenses of Class Counsel, Plaintiffs, the Settlement Class, and Settlement Class Members, any person or entity that may object to the Agreement, or any attorney who may represent any person or entity that may object to the Agreement, in connection with the Action or in connection with any claim that was or could have been alleged in the Action.

G. Defendant's Maximum Potential Monetary Obligation. In no event shall Defendant's total monetary obligation with respect to this Agreement exceed Three Million Five Hundred Eighty-Two Thousand Five Hundred Dollars USD (\$3,582,500). For clarity, the Settlement Awards (up to \$2,500,000), Administrative Fund (up to \$75,000), Court-approved attorneys' fees, costs, and expenses (up to \$1,000,000), Class Representative incentive awards (up to \$2,500), and individual settlement amounts (up to \$5,000 in total) represent the total extent of Defendant's potential monetary obligations under this Agreement, and Defendant shall not have any other monetary obligation related to or arising out of the Action.

IV. NOTICE TO THE SETTLEMENT CLASS

The Settlement Administrator shall provide Class Notice in the forms approved by the Court, as detailed below, no later than the Notice Deadline.

A. Email Notice. The Settlement Administrator shall provide for Email Notice by sending an email substantially in the form of **Exhibit A** to the email addresses for Settlement Class Members identified by Defendant.

B. Website Notice. The Settlement Administrator will establish and maintain the Settlement Website. The Settlement Website will be dedicated to the Settlement. On the Settlement Website will be posted the Long Form Notice, the Claim Form, a copy of this Agreement, the Preliminary Approval Order, and any other materials the Parties agree to include. The Settlement Website shall also provide for online submission of Claim Forms, and instructions as to how to access the case docket via PACER or in person at any of the court's locations. The Settlement Website shall also state the date of the Fairness Hearing, that the date may change without further notice, and that Settlement Class Members should be advised to check the Settlement Website or the Court's PACER site to confirm that the date has not been changed. These documents and information shall be available on the Settlement Website no later than the Notice Deadline and remain until 30 days after distribution of all Settlement Awards. The Settlement Website shall not include any advertising, and shall not bear or include Defendant's logo or trademarks.

C. Internet Media Publication Notice. The Settlement Administrator shall implement an internet media effort of digital media advertising through Google Ads or a similar medium, to be distributed over desktop and mobile devices including tablets and smartphones, over a period of 60 days, targeting likely Class Members in California.

D. Toll-Free Number. The Settlement Administrator shall establish and host an automated case-specific toll-free number to allow Class Members to learn more and to request further information about the Action.

E. CAFA Notice. The Settlement Administrator shall be responsible for timely compliance with all CAFA notice requirements. The Settlement Administrator and the parties shall work together in good faith to come to agreement regarding the form and content of, and secure any necessary court approval of, the CAFA Notice. All costs associated with effectuating

CAFA Notice, including but not limited to postage and printing, shall be deemed Settlement Costs and paid exclusively from the Administration Fund.

V. PROCEDURES FOR OBJECTING TO OR REQUESTING EXCLUSION FROM SETTLEMENT

A. Objections. Only Settlement Class Members may object to the Settlement. A Settlement Class Member who wishes to object to the Settlement must do so in writing by the Objection/Exclusion Deadline. All written objections and supporting papers must (a) contain and clearly identify the case name and number; and (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, Courtroom 5 - 17th Floor, San Francisco, CA 94102, or by filing them in person at any location of the United States District Court for the Northern District of California. Written objections must also contain: (1) the full name, address and telephone number of the Settlement Class Member; (2) a written statement of all grounds for the objection accompanied by legal support for the objection (if any); (3) any papers, briefs or other documents upon which the objection is based; (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether the Settlement Class Member intends to appear at the Fairness Hearing; (6) proof of membership in the Class; (7) a list of all objections filed by the objector and his or her counsel to class action settlements in the last ten years; and (8) the signature of the Settlement Class Member and her or his counsel, if any. No Settlement Class Member shall be heard at the Fairness Hearing (whether individually or through separate counsel) unless written notice of the Settlement Class Member's intention to appear at the Fairness Hearing, and copies of any written objections or briefs, have been timely submitted to the Court. The date of the postmark on the mailing envelope or a legal proof of service accompanied by a file-stamped copy of the submission shall be the exclusive means used to determine whether an objection and/or notice of intention to appear has been timely filed and served. In the event that the postmark is illegible, the objection and/or notice to appear shall be deemed untimely unless it is received by the Court within **two (2) calendar days** of the Objection/Exclusion Deadline. Settlement Class

Members who fail to timely submit a written objection in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Class Counsel shall, at least **fourteen (14) calendar days** (or such other number of days as the Court shall specify) before the Fairness Hearing, file any responses to any written objections submitted to the Court by Settlement Class Members in accordance with this Agreement.

B. Procedure for Requesting Exclusion. Settlement Class Members who wish to opt out of this Settlement must submit a written statement to the Settlement Administrator by the Objection/Exclusion Deadline. To be valid, each request for exclusion must: (a) state the Settlement Class Member's name, address, and phone number; (b) be personally signed by the Settlement Class Member and not the Settlement Class Member's attorney or anyone acting on the Settlement Class Member's behalf; and (c) include the statement "I/we request to be excluded from the class settlement in *Christopher Julian, et al. v. TTE Technology, Inc.*, Case No. 43:20-CV-02857-EMC (N.D. Cal.)." Requests to opt-out that do not include all required information and/or that are not submitted on a timely basis, will be null, void, and ineffective. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a Settlement Class Member's opt-out/exclusion request has been timely submitted. In the event that the postmark is illegible, the opt-out/exclusion request shall be deemed untimely unless it is received by the Settlement Administrator within **two (2) calendar days** of the Objection/Exclusion Deadline. Any Settlement Class Member who properly opts out of the Settlement Class using this procedure will not be entitled to any Settlement Award, will not be bound by the Settlement, and will not have any right to object, appeal or comment thereon. Settlement Class Members who fail to submit a valid and timely request for exclusion on or before the Objection/Exclusion Deadline shall be bound by all terms of the Settlement and any final judgment entered in this litigation if the Settlement is approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from the Settlement.

C. Termination Right. In its sole discretion and at its sole option, Defendant has the unconditional right, but not the obligation, to terminate this Agreement if the total number of opt-outs exceeds 5,000 persons in the Settlement Class.

D. No Solicitation of Settlement Objections or Exclusions. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class Members to object to the Settlement or request exclusion from participating as a Settlement Class Member, or encourage any Settlement Class Member to appeal from the final judgment.

VI. PRELIMINARY APPROVAL OF SETTLEMENT

Following full execution of this Agreement, Plaintiffs will move the Court for entry of the Preliminary Approval Order, which shall specifically include provisions that: (a) preliminarily approve the Settlement as fair, adequate and reasonable to the Settlement Class, and within the reasonable range of possible final approval; (b) conditionally certify the Settlement Class for Settlement purposes only and appoint Class Counsel as counsel for the Settlement Class for Settlement purposes only; (c) approve the forms of Class Notice and find that the notice constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (d) direct that notice be provided to the Settlement Class, in accordance with this Agreement, by the Notice Deadline; (e) establish a procedure for persons in the Settlement Class to object to the Settlement or exclude themselves from the Settlement Class by the Objection/Exclusion Deadline, after which no one shall be allowed to object to the Settlement or exclude himself or herself from the Settlement Class or seek to intervene; (f) approve the Claim Form and the Claims Process described herein, and set a deadline for timely submission of claims; (g) pending final determination of whether the Settlement should be approved, bar all persons in the Settlement Class, directly, on a representative basis or in any other capacity, from commencing or prosecuting against any of the Discharged Parties any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims; (h) pending final

determination of whether the Settlement should be approved, stay all proceedings in the Action except those related to effectuation of the Settlement; (i) schedule the Fairness Hearing on Final Approval of the Settlement, which shall be **one hundred and eighty (180) calendar days** after Preliminary Approval (or such other date ordered by the Court); and (j) provide that, in the event the proposed Settlement set forth in this Agreement is not approved by the Court, or in the event that this Agreement becomes null and void pursuant to its terms, this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy; and that in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all parties hereto, who shall be restored to their respective positions as of the date of this Agreement. In the event the Court does not enter the Preliminary Approval order described herein, or decides to do so only with modifications, then this entire Agreement shall become null and void, unless the Parties hereto agree in writing to proceed with this Agreement as modified.

VII. FINAL APPROVAL OF SETTLEMENT

Not later than **sixty (60) calendar days** before the Fairness Hearing, Class Counsel shall file a Motion for Final Approval of the Settlement. Plaintiffs shall request that the Court enter the Final Approval Order, which shall specifically include provisions that: (a) finally approve the Settlement as fair, reasonable and adequate to the Settlement Class Members; (b) find that the Class Notice as given was the best notice practicable under the circumstances, is due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (c) approve the plan of distribution of the Settlement Awards; (d) finally certify the Settlement Class; (e) confirm that Plaintiffs and the Settlement Class Members have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting or continuing any of the Released Claims against the Discharged Parties; and (f) dismiss the Action with prejudice, without costs to any Party, except as provided in this

Agreement, and subject to the Court's retaining continuing jurisdiction over the Parties for the purpose of enforcement of the terms of this Agreement.

VIII. POST-DISTRIBUTION ACCOUNTING

Pursuant to the Northern District of California's Guidance for Class Action Settlements, within **30 days** after the distribution of Settlement Awards and payment of Settlement Costs, Plaintiffs will file a Post-Distribution Accounting, which shall provide the following information, to the extent possible: "The total settlement fund, the total number of class members, the total number of class members to whom notice was sent and not returned as undeliverable, the number and percentage of claim forms submitted, the number and percentage of opt-outs, the number and percentage of objections, the average and median recovery per claimant, the largest and smallest amounts paid to class members, the method(s) of notice and the method(s) of payment to class members, the number and value of checks not cashed, the amounts distributed to each cy pres recipient, the administrative costs, the attorneys' fees and costs, the attorneys' fees in terms of percentage of the settlement fund, and the multiplier, if any."

IX. UNCASHED SETTLEMENT AWARDS

To the extent Settlement Awards are provided by check instead of electronically (if any), the expiration date for settlement checks will be 180 calendar days from the date the settlement checks are issued, unless otherwise extended by agreement of the parties. Un-cashed settlement checks may be reissued where appropriate, including where the Settlement Class member states that he or she never received the check, in which case the Settlement Administrator will stop payment on the uncashed check and re-issue the check. Any funds remaining because of un-cashed checks shall escheat to the State of California as unclaimed funds pursuant to California Code of Civil Procedure section 1510, et seq.

X. PARTIES' AUTHORITY

The signatories represent that they are fully authorized to enter into this Agreement and bind the Parties to its terms and conditions.

XI. MUTUAL FULL COOPERATION

The Parties agree to cooperate fully with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and the taking of such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement. As soon as practicable after execution of this Agreement, Class Counsel, with the assistance and cooperation of Defendant and its counsel, shall take all necessary steps to secure the Court's final approval of this Agreement. Defendant agrees that Defendant will not attempt to discourage Settlement Class Members from filing claims.

XII. NO ADMISSION

This Agreement is not to be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Defendant denies all liability for claims asserted in the Action. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. This Agreement is a settlement document and shall, pursuant to Fed. R. Evid. 408 and related or corresponding state evidence laws, be inadmissible in evidence in any proceeding, action, arbitration, or hearing, including without limitation any litigation or regulatory proceeding or action, to establish liability. The preceding sentence shall not apply to an action or proceeding to approve or enforce this Agreement.

XIII. NOTICES

Unless otherwise specifically provided, all notices, demands or other communications in connection with this Agreement shall be in writing and shall be deemed served on the date of mailing by United States registered or certified mail, return receipt requested, addressed as follows:

<u>For The Class</u>	<u>For Defendant</u>
Charles J. Crueger, Esq. CRUEGER DICKINSON LLC 4532 North Oakland Avenue Whitefish Bay, WI 53211 cjc@cruegerdickinson.com	Isabelle L. Ord, Esq. DLA PIPER LLP (US) 555 Mission Street, Suite 2400 San Francisco, CA Isabelle.Ord@dlapiper.com

--	--

XIV. CONSTRUCTION

The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations and drafting by and between the Parties, and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Agreement.

XV. MATERIAL TERMS; CAPTIONS

Each term of this Agreement is a material term of the Agreement not merely a recital, and reflects not only the intent and objectives of the Parties but also the consideration to be exchanged by the Parties hereunder.

Paragraph titles or captions 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 of its provisions.

XVI. INTEGRATION CLAUSE

This Agreement contains the entire agreement between the Parties relating to the Settlement, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are extinguished.

XVII. PUBLIC STATEMENTS

The Parties and their counsel shall issue no public statements and shall make no comments to media or press with respect to the substance of the Agreement at any time (including but not limited to press releases), except as required by law. In addition, the Parties and their counsel shall not make, publish, circulate or cause to be made, published or circulated any statements that (i) disparage Plaintiffs, Defendants, or their counsel, or (ii) represent or suggest any wrongdoing by or liability of Defendant, or that this Agreement or any order by the Court regarding the Settlement or this Agreement represents or implies any wrongdoing by, or any admission of liability by, Defendant, or a finding by the Court of liability or wrongdoing.

XVIII. NON-EVIDENTIARY USE

Neither this Agreement nor any of its terms shall be offered or received into evidence in the Action, or in any other action or proceeding; provided, however, that nothing contained in this section shall prevent this Agreement from being used, offered, or received in any proceeding to enforce, construe, or finalize this Agreement.

XIX. NO COLLATERAL ATTACK

This Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the notices to the Settlement Class after the judgment and dismissal is entered. Such prohibited collateral attacks shall include claims that a Settlement Class Member's Settlement Award was improperly calculated or adjusted or that a Settlement Class Member failed to receive timely notice of the procedure for disputing the calculation of the individual Settlement Award or failed to submit a timely dispute letter for any reason.

XX. AMENDMENTS

The terms and provisions of this Agreement may be amended only by a written agreement, which is both (1) signed by the Parties who have executed this Agreement and (2) approved by the Court.

XXI. ASSIGNMENTS

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any party or Settlement Class Member without the express written consent of each other Party hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and Settlement Class Members under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

XXII. GOVERNING LAW

This Agreement shall be governed by, construed, and interpreted and the rights of the Parties determined in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

XXIII. BINDING ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

XXIV. CONFIDENTIALITY

Class Counsel and Plaintiffs' counsel of record in the Action warrant and represent that they have not shared any information regarding the substance of this Settlement or confidential information learned in the Action with any third party, beyond what was permitted under the Stipulated Protective Order in the Action. Nothing in this Agreement changes the terms of the Stipulated Protective Order or the parties' obligations thereunder, and the parties and their counsel continue to be bound by the Stipulated Protective Order.

XXV. TAX CONSEQUENCES

No opinion concerning the tax consequences of this Settlement to any Settlement Class Member is given or will be given by Defendant, Defendant's counsel, or Class Counsel, nor is any Party or his/her/its counsel providing any representation or guarantee respecting the tax consequences of the Settlement as to any Settlement Class Member. The Class Notice will direct Settlement Class Members to consult their own tax advisors regarding the tax consequences of the Settlement and any tax reporting obligations with respect thereto. Each Settlement Class Member is responsible for his/her taxes or tax reporting and other obligations respecting the Settlement, if any.

XXVI. CLASS COUNSEL SIGNATORIES

It is agreed that because the Settlement Class appears to be so numerous, it is impossible or impractical to have each member of the class execute this Agreement. The notice plan set forth herein will advise Settlement Class Members of all material terms of this Agreement, including the binding nature of the releases and such shall have the same force and effect as if this Agreement were executed by each Settlement Class Member.

XXVII. SETTLEMENT TIMELINE

For the Court's and the Parties' convenience, the pertinent deadlines contained in this Agreement are listed below.

<u>Item</u>	<u>Deadline</u>
Filing of Motion for Preliminary Approval	February 11, 2022
Funding of Administration Fund	21 days after Preliminary Approval
Notice Deadline/Notice Date	21 days after Preliminary Approval
Objection/Exclusion Deadline	81 days after Preliminary Approval
Claim Deadline	81 days after Preliminary Approval
Final Tally	7 days after Claim Deadline
Plaintiffs' Motion for Attorneys' Fees and Incentive Awards	60 days prior to the date of Fairness Hearing.
Motion for Final Approval	60 days prior to date of Fairness Hearing
Responses to Motion for Attorneys' Fees and Incentive Awards and Motion for Final Approval	30 days prior to date of Fairness Hearing
Plaintiffs' and Defendant's Responses to Objections	14 days prior to date of Fairness Hearing
Fairness Hearing	180 days after Preliminary Approval (or such other date set by the Court)
Effective Date	Date of Final Approval (assuming no objections)
Fund Payment for Settlement Awards	No later than 30 days after Effective Date
Payment of Attorneys' Fees and Incentive Awards	No later than 21 business days after Effective Date
Distribution of Settlement Awards	No later than 90 days after Effective Date

Post-Distribution Accounting	30 days after distribution of Settlement Awards
------------------------------	---

XXVIII. COUNTERPARTS

This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties and the Settlement Class.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the dates indicated below:

[Signatures on following pages.]

CLASS REPRESENTATIVES AND CLASS COUNSEL:

Dated: February 11, 2022

By: Mark Pacana
Mark Pacana, individually

Dated: February ____, 2022

By: _____
Paul Fiskratti, individually and on
behalf of the Settlement Class

Dated: February ____, 2022

By: _____
Wayne Lewald, individually

Dated: February ____, 2022

CRUEGER DICKINSON LLC

By: _____
Charles J. Crueger
Attorneys for Plaintiffs

Dated: February ____, 2022

MILBERG COLEMAN BRYSON PHILLIPS
GROSSMAN PLLC

By: _____
Alex Straus
Attorneys for Plaintiffs

Dated: February ____, 2022

HUDOCK LAW GROUP S.C

By: _____
Luke Hudock
Attorneys for Plaintiffs

CLASS REPRESENTATIVES AND CLASS COUNSEL:

Dated: February ____, 2022

By: _____
Mark Pacana, individually

Dated: February 11, 2022

By: Paul Fiskratti
Paul Fiskratti, individually and on
behalf of the Settlement Class

Dated: February ____, 2022

By: _____
Wayne Lewald, individually

Dated: February ____, 2022

CRUEGER DICKINSON LLC

By: _____
Charles J. Crueger
Attorneys for Plaintiffs

Dated: February ____, 2022

MILBERG COLEMAN BRYSON PHILLIPS
GROSSMAN PLLC

By: _____
Alex Straus
Attorneys for Plaintiffs

Dated: February ____, 2022

HUDOCK LAW GROUP S.C

By: _____
Luke Hudock
Attorneys for Plaintiffs

CLASS REPRESENTATIVES AND CLASS COUNSEL:

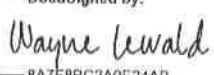
Dated: February ____, 2022

By: _____
Mark Pacana, individually

Dated: February ____, 2022

By: _____
Paul Fiskratti, individually and on
behalf of the Settlement Class

Dated: February ¹¹ ____, 2022

By:  _____
DocuSigned by:
Wayne Lewald, individually

Dated: February 11, 2022

CRUEGER DICKINSON LLC

By:  _____
Charles J. Crueger
Attorneys for Plaintiffs

Dated: February 15, 2022

MILBERG COLEMAN BRYSON PHILLIPS
GROSSMAN PLLC

By:  _____
Alex Straus
Attorneys for Plaintiffs

Dated: February ____, 2022

HUDOCK LAW GROUP S.C

By: _____
Luke Hudock
Attorneys for Plaintiffs

CLASS REPRESENTATIVES AND CLASS COUNSEL:

Dated: February 11, 2022 By: Mark Pacana
Mark Pacana, individually

Dated: February ____, 2022 By: _____
Paul Fiskratti, individually and on
behalf of the Settlement Class

Dated: February ____, 2022 By: _____
Wayne Lewald, individually

Dated: February ____, 2022 CRUEGER DICKINSON LLC
By: _____
Charles J. Crueger
Attorneys for Plaintiffs

Dated: February ____, 2022 MILBERG COLEMAN BRYSON PHILLIPS
GROSSMAN PLLC
By: _____
Alex Straus
Attorneys for Plaintiffs

Dated: February 15, 2022 HUDOCK LAW GROUP S.C.
By: Luke Hudock
Luke Hudock
Attorneys for Plaintiffs

DEFENDANT AND COUNSEL FOR DEFENDANT:

Dated: February 14, 2022

TTE TECHNOLOGY, INC.

By: 

Jonathan King

V.P. Corporate and Legal Affairs

Dated: February 15, 2022

DLA PIPER LLP (US)

By: 

Isabelle L. Ord

Attorneys for Defendant