

JOINT STIPULATION OF CLASS SETTLEMENT AND RELEASE OF CLAIMS

This stipulation of settlement and release (“Stipulation” or “Settlement”) is made and entered into by and between Plaintiffs Jesus Lopez, Kenneth Korompis, Daigoro Gutierrez and Claudia Urias (“Plaintiffs” or “Class Representatives”), individually and on behalf of all others similarly situated, and Defendants InTouch Mobile, Inc., Franco Montano, James Chung and Ryan McMurtrie (“Defendants” or “InTouch”), and their respective counsel of record, subject to the terms and conditions hereof and the Court’s approval. This Settlement does not require members of the Settlement Class to submit a claim form in order to participate in the Settlement. Rather all members of the Settlement Class who do not timely and validly opt-out of the Settlement will be paid out of the settlement fund as set forth below.

A. Definitions.

1. Plaintiffs, the Settlement Class (as defined below) and Defendants are collectively referred to herein as “the Parties.”

2. “Class Counsel” are collectively Law Offices of Kevin T. Barnes, Law Offices of Raphael A. Katri, Cantor Law and Mesriani Law Group.

3. The “Complaint” or the “Lawsuit” as referred to herein mean collectively the cases entitled, “*Jesus Lopez, on behalf of himself and all others similarly situated v. Intouch Mobile, Inc., Defendants*” Los Angeles Superior Court Case No. BC619823 (referred to herein as “*Lopez*”) and “*Daigoro Gutierrez and Claudia Urias, on behalf of themselves and all others similarly situated v. Intouch Mobile, Inc.,*” Los Angeles County Superior Court Case No. BC624693 (referred to herein as “*Gutierrez*”), and all amendments thereto. The Second Amended Consolidated Complaint in the *Lopez* matter is the operative Complaint and consolidates all Plaintiffs and all claims in this matter.

4. The “Covered Time Frame” for the settlement is from May 9, 2013 through the date the Court grants Preliminary Approval of this settlement.

5. “Covered Position” means all persons employed by Defendants as Retail Sales Associate in the State of California from May 9, 2013 through the date the Court grants Preliminary Approval of this settlement.

6. The “Settlement Class” means all individuals who worked in the Covered Position during the Covered Time Frame in the State of California. Members of the Settlement Class are referred to herein individually as a “Class Member” and collectively as “Class Members.”

B. General.

7. On or about May 9, 2016, Plaintiff Jesus Lopez (“Lopez”) filed his case on behalf of himself and other aggrieved hourly Retail Sales Associates employed by Defendants InTouch Mobile, Inc. in the state of California, Case No. BC619823. This lawsuit was for civil penalties under the Private Attorneys General Act (“PAGA”) based on Defendant’s wage and hour violations as set forth below. On June 21, 2016, Plaintiffs Daigoro Gutierrez (“Gutierrez”) and Claudia Urias (“Urias”) filed a similar wage and hour cases, Case No. BC624693. Via Order dated February 23, 2017, the Court consolidated the two cases. The parties agree to file a Second Amended Consolidated Complaint as part of the Preliminary Approval Motion adding class claims, Kenneth Korompis as a named Plaintiff and Franco Montano, James Chung and Ryan McMurtrie as named Defendants. Plaintiffs contend that Defendants violated the California Labor Code by failing to: 1) provide proper meal breaks; 2) authorize and permit rest breaks; 3) pay Reporting Time Pay; 4) provide a written contract setting forth the commission agreements to Plaintiffs and all class members pursuant to Labor Code section 2751; 5) timely pay all commissions pursuant to Labor Code section 204; 6) reimburse business expenses, including mileage expenses for personal vehicle use for business purposes; 7) pay to pay minimum and overtime wages; 8) unlawful deductions for cash shortages; 9) provide wage statements that comply with the requirements of California Labor Code section 226(a); 10) timely pay final wages to former employees; and 11) violated California Labor Code section 2698, et. seq. as related to the above claims. The operative complaint seeks recovery of unpaid wages, restitution, damages for actual injury, statutory penalties, civil penalties, interest, attorneys’ fees and costs.

8. The Parties engaged in formal discovery including propounding and responding to requests for admission, written interrogatories, and the production of documents. Deposition notices were set. Thereafter, the parties agreed to mediation and mediated this case with Hon. Charles “Tim” McCoy (Ret.) on September 6, 2017. To prepare for the mediation, Defendants provided extensive documentation and data related to the claims asserted in this case as well as a number of work weeks, class size and other necessary information for Plaintiffs to create a damaging exposure analysis. Plaintiffs hired an expert economist to prepare damage calculations and an exposure analysis for the mediation. The parties did not settle at the formal mediation and engaged in subsequent written discovery. The parties continued with direct communication and eventually agreed on settlement on June of 2018.

9. Defendants deny any liability or wrongdoing of any kind as to the claims alleged in the Lawsuit, and further denies that the Lawsuit is appropriate for class action or representative action treatment for any purpose other than this Settlement. Defendants contend, among other things, they have complied at all times with the California Labor Code and the Industrial Welfare Commission Wage Orders. In addition, it is Defendants’ position that

class certification was improper in the Lawsuit because, among other reasons it contends, individual issues predominate, that representative action treatment would be improper, that Plaintiffs and Class Members entered into arbitration agreements during their employment containing a class waiver and bar class claims and/or that Defendants would prevail at trial and/or on appeal.

10. Plaintiffs believe that the Lawsuit is meritorious and that they would prevail at the time of trial.

11. Class Counsel are knowledgeable about and have done extensive research with respect to the applicable law and potential defenses to the claims of the Settlement Class. Based on the documents and information provided by Defendants, and their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendants for the consideration and on the terms set forth in this Settlement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendants, and numerous potential appellate issues.

C. Terms of Settlement.

12. The financial terms of the Settlement are as follows:

(a) **Total Gross Settlement Amount:** The Parties agree to settle the Lawsuit for a Total Gross Settlement Amount to be paid by Defendants in the amount of Seven Hundred Thousand Dollars and Zero Cents (\$700,000.00) (“the Total Settlement Amount”), subject to the terms of this Settlement. The Total Settlement Amount includes all Individual Settlement Payments (defined below), attorneys’ fees, costs and expenses directly related to the Lawsuit, which include all such fees, expenses and costs incurred to date, as well as such fees, expenses and costs to be incurred in documenting and processing the Settlement, securing court approval of the Settlement, the service payments to the Class Representatives approved by the Court, the payment to the Labor and Workforce Development Agency (“LWDA”) pursuant to the PAGA claim in the Lawsuit and all costs of administration, including settlement administration fees and expenses. Defendants shall pay the employer’s share of payroll taxes separately and in addition to this Total Settlement Amount. Except for the employer’s share of payroll taxes as discussed herein, in no event shall Defendants be liable under this Settlement for more than the Total Settlement Amount.

(b) **Net Settlement Proceeds:** “Net Settlement Proceeds” is defined as the Total Settlement Amount minus the amounts awarded by the Court for the class representative service payments, the amount awarded by the Court for Class Counsels’ attorneys’ fees, expenses and costs, the payment to the LWDA, and the Settlement Administrator’s fees and expenses.

(c) **Calculation of the Individual Settlement Payments:** “Individual Settlement Payments” means the portion of the Net Settlement Proceeds distributable to each Class Member. The Individual Settlement Payments will be calculated as follows:

- (1) “Total Workweeks Worked” will be the total number of workweeks worked by all Class Members in the Covered Position during the Covered Time Frame according to Defendants’ records. “Individual Workweeks Worked” will be the total number of workweeks worked by an individual Class Member in the Covered Position during the Covered Time Frame according to Defendants’ records.
- (2) “The Individual Settlement Payment” will be based on a ratio of the Total Workweeks Worked to the Individual Workweeks Worked, calculated by dividing the Individual Workweeks Worked of a Class Member by the Total Workweeks Worked of all Class Members in the Covered Position during the Covered Time Frame and multiplying this result by the Net Settlement Proceeds.

(d) **All Paid Settlement:** This is an “all paid” Settlement. This means that there shall be no reversion to Defendants of any portion of the Total Settlement Amount paid by it per the terms of this Settlement under any circumstances.

(e) **Payment to LWDA:** The Parties agree that Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) of the Total Settlement Amount shall be allocated to settle the PAGA claim, and will be distributed as follows: 75 percent of the apportioned PAGA settlement amount (\$18,750.00) will be paid to the LWDA, and the remaining 25 percent (\$6,250.00) will be divided equally among the Class Members and included in their Individual Settlement Payments.

(f) **Service Payment to Class Representatives:** The amount awarded to Plaintiffs as a service payments for acting as class representatives will be set by the Court in its discretion, not to exceed \$7,500 each for Plaintiffs Lopez, Korompis, Gutierrez, and Urias, and these amounts will come from the Total Settlement Amount and will be in addition to Plaintiffs’ Individual Settlement Payments; provided, however, that to be eligible for a class representative service payment, Plaintiffs shall release all known and unknown claims Plaintiffs may have against Defendants, and its respective current and former members, parents, subsidiaries, affiliates, divisions, fiduciaries, corporations in common control, predecessors, successors, and assigns, as well as all past and present officers, directors, employees, partners, shareholders and agents, attorneys, insurers, and any other successors, assigns, or legal representatives, including, but not limited to Defendants InTouch Mobile, Inc., Franco Montano, James Chung and Ryan McMurtrie based on their employment with Defendants. A Form 1099 will be issued to each Plaintiff with respect to their awarded class representative service payments. Should the Court approve a lesser amount, the difference between the lesser amount and the foregoing class representative service payments shall be added to the Net Settlement Proceeds.

(g) **Attorneys’ Fees and Costs:** Defendants will not object to Class Counsel seeking an award of attorneys’ fees and litigation expenses and costs from the Total Settlement Amount, in an amount to be set by the Court taking into account the money that has been made available for the Settlement Class by the efforts of Class Counsel. The amount awarded for attorneys’ fees shall not exceed Two Hundred Thirty-Three Thousand, Three Hundred Thirty-Three Dollars and Zero Cents (\$233,333) (*i.e.*, 33-1/3% of the Total Settlement Amount), and the amount awarded for documented out-of-pocket litigation expenses and costs shall not exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00). Should Class Counsel request a lesser amount for attorneys’ fees and expenses/costs

and/or the Court approves a lesser amount, the difference shall be added to the Net Settlement Proceeds. A Form 1099 will be issued to each Class Counsel with respect to their award of attorneys' fees and expenses/costs.

(h) **Settlement Administration Costs:** The Parties have obtained a fixed commitment for fees and other charges to administer the settlement from Rust Consulting, Inc., a qualified settlement administrator agreed-upon by the Parties and to be approved by the Court, and the fees and other charges of the Settlement Administrator will be paid from the Total Settlement Amount. Absent extenuating circumstances, this fee will be no more than Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00).

(i) **Tax Treatment of Class Member Individual Settlement Payments:** Because the Individual Settlement Payments are for settlement of claims for alleged unpaid wages, including minimum wages, alleged unpaid meal and rest period premium wages, alleged interest and statutory and civil penalties, one-third (1/3) of the Individual Settlement Amounts will be allocated to the unpaid wages claim, will be subject to tax withholdings and this portion of the payment will be reported on an IRS Form W-2; one-third (1/3) will be allocated to the interest claim; and one-third (1/3) will be allocated to the statutory and civil penalties claims, and the portions allocated to the interest and statutory and civil penalty claims will be paid without withholding any amount and will be reported on an IRS Form 1099.

(j) **No Credit Toward Benefit Plans:** The Individual Settlement Payments made to Class Members under this Settlement, as well as any other payments made pursuant to this Agreement, shall not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

13. The Parties agree that this Settlement is fair and reasonable and will so represent to the court.

D. Release of Claims.

14. If this Settlement is approved by the Court, a Judgment will be entered by the Court as to the Lawsuit per the terms of this Settlement, and this Settlement combined with the Judgment will release all of the "Released Claims" as set forth herein for a Class Members who do not timely and validly opt-out of this Settlement. Released Claims means any and all liabilities, demands, claims, causes of action, complaints, and obligations, whether known or unknown, suspected or unsuspected, in law, equity, or whatever kind or nature, against Defendants, and its former and current members, parents, subsidiaries, affiliates, divisions, fiduciaries, corporations in common control, predecessors, successors, and assigns, as well as all past and present officers, directors, employees, partners, shareholders and agents, attorneys, insurers, and any other successors, assigns, or legal representatives, including InTouch Mobile, Inc, Franco Montano, James Chung and Ryan McMurtrie that are or that could have been pled in the Second Amended Consolidated Complaint relating to the failure to provide proper meal breaks; authorize and permit rest breaks; pay Reporting Time Pay; provide a written contract setting

forth the commission agreements to Plaintiffs and all class members pursuant to Labor Code section 2751; timely pay all commissions pursuant to Labor Code section 204; reimburse mileage expenses for personal vehicle use for business purposes; pay to pay minimum and overtime wages; unlawful deductions for cash shortages; provide wage statements that comply with the requirements of California Labor Code section 226(a); and timely pay final wages to former employees; interest, PAGA penalties related only to the above Released claims including those sought in the Second Amended Consolidated Complaint, other related statutory and civil penalties, attorneys' fees and costs, based only on the facts alleged in the Second Amended Consolidated Complaint to be filed with the Preliminary Approval Motion.

E. Notice and Claim Process.

15. Within fifteen (15) calendar days after entry of the order granting preliminary approval of this Settlement by the Court, Defendants shall provide to the Settlement Administrator a list of all Class Members, including their last known address and telephone number, as well as the Individual Workweeks Worked for each Class Member during the Covered Time Frame.

16. Individuals who have previously released the claims that are subject of this Settlement shall not be entitled to receive any portion of the Settlement and shall not receive the notice of this Settlement. Defendants shall not include such persons in the list to be provided to the Settlement Administrator.

17. Class Members will receive a Notice of Class Action Settlement ("Notice" attached as Exhibit 1) and may opt-out of the Settlement by returning a letter requesting to be excluded within forty-five (45) calendar days of mailing. In order to opt-out of the Settlement, the Class Member must postmark a letter requesting to be excluded and send to the Settlement Administrator no later than forty-five (45) days of the date the Notice of Class Action Settlement was first mailed.

18. The Notice of Class Action Settlement in the forms attached hereto as Exhibit 1, and as approved by the Court, shall be sent by the Settlement Administrator to Class Members. The Notices will be sent by first class mail within fifteen (15) calendar days after receiving the Class Member list from Defendants. The Notices will inform the Class Members of the court-established deadlines for filing objections, challenging workweek counts and the right to request exclusion. The Settlement Administrator shall use standard skip-tracing methods to obtain forwarding addresses of Class Members if any Notice Packets are returned as undeliverable.

19. The Settlement Administrator will make reasonable efforts to ensure that the Notices are mailed to all Class Members. It will be conclusively presumed that a Class Member's Notice was received if the

Notice has not been returned within thirty (30) days of the original mailing of Notice to the Class Member.

20. At least sixteen (16) court days prior to the hearing on Final Approval of the Settlement, the Settlement Administrator will provide to all counsel for the Parties a declaration of due diligence and proof of mailing with regard to the mailing of the Notices to the Class Members.

21. Each of the Notices will identify the number of workweeks worked during the Covered Time Frame by the Class Member to whom it is sent. To the extent a Class Member disputes the information listed, he/she may produce information and/or evidence to the Settlement Administrator by no later than forty-five (45) calendar days after the original mailing of the Notice showing the number of workweeks the Class Member contends to have worked in the Covered Position during the Covered Time Frame. Defendants' records will be presumed determinative, but counsel for the Parties will meet and confer to evaluate the information and/or evidence submitted by the Class Member. If counsel for the Parties cannot agree, the dispute will be submitted to the Settlement Administrator, whose decision as to which information should be applied will be final and binding.

22. The Notice (Exhibit 1) shall provide that eligible Class Members who wish to exclude themselves from the Class must submit to the Settlement Administrator a written statement requesting exclusion from the Class no later than forty-five (45) calendar days after the original mailing of the Notice. Such written request for exclusion must confirm the Class Member's intent to exclude himself/herself from the Settlement and contain the name, address, and telephone number of the Class Member requesting exclusion, and returned to the Settlement Administrator's address provided in the Notice, and must be postmarked on or before the exclusion deadline. Any eligible Class Member who properly requests exclusion using this procedure will not be entitled to any payment from the Settlement and will not be bound by the Settlement nor have any right to object, appeal or comment thereon. Class Members who are not eligible to opt out and those who fail to submit a valid and timely request for exclusion on or before the exclusion deadline date shall be bound by all terms of the Settlement and any order of dismissal and/or judgment entered in the Lawsuit if the Settlement is approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from the Settlement. Any portion of the Net Settlement Proceeds attributable to Class Members who request exclusion from the settlement shall be added to the Net Settlement Proceeds for distribution to the Class Members who did not have the right to opt-out and to those that did, but chose not to do so.

23. In order to object to the settlement, a Class Member must submit his/her objection to the Settlement Administrator no later than forty-five (45) calendar days after the mailing of the Notice. Such written objection must state the reason for the objection to the Settlement and Class Member's full name, address and telephone number.

24. Provided that the Settlement Administrator has provided Defendants with the appropriate wire transfer information, an executed IRS Form W-9, and the amount of employer payroll taxes to be paid in addition to the Total Settlement Amount, Defendants shall deposit funds into a Qualified Settlement Account to be established by the Settlement Administrator in an amount equal to the Total Settlement Amount plus any employer payroll taxes (to cover the total amount of Individual Settlement Payments to the Class Members, employer payroll taxes, the court-approved attorneys' fees and costs, the service payments to the Class Representatives, the LWDA payment, and the Settlement Administrator's fees and costs). This deposit shall be made by Defendants as follows: \$350,000 paid 30 days after the Court's final approval of the settlement agreement and the remaining \$350,000 paid six months thereafter, or if there are objectors, after receiving final court approval of the Settlement and the expiration of the time to file appeals or the complete and final resolution of any appeals filed which includes the rendering of a decision, the time for further appeal has expired, and the trial court has regained jurisdiction; whichever is later.

25. The Settlement Administrator shall be responsible for issuing to Plaintiffs, Class Members, and Class Counsel, 1099 forms or other tax forms as may be required by law for all amounts paid pursuant to this Settlement.

26. Defendants make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff, Class Members and Class Counsel are not relying on any statement, representation, or calculation by Defendants or by the Settlement Administrator in this regard. Plaintiffs and Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective payments described herein and will defend, indemnify, and hold Defendants and the Released Parties free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

27. **Circular 230 Disclaimer.** EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL

AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT

28. Any checks issued by the Class Administrator to Participating Class Members shall be negotiable for one hundred and eighty (180) calendar days. Those funds represented by Settlement checks returned as undeliverable and those Settlement checks remaining uncashed for more than 180 days after issuance (collectively, "Voided Settlement Checks") shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code Section 1500 et seq. for the benefits of those Settlement Class Members who did not cash their checks until such time they claim their property. The parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code Section 384, as the entire Net Settlement Proceeds will be paid out to Settlement Class Members, whether or not they all cash their settlement checks.

29. The Settlement Administrator will mail or wire all required payments no later than fourteen (14) calendar days after receipt of the second and final payment of funds representing the Total Settlement Amount from Defendants. Proof of payment will be filed with the Court.

30. Defendants have certified that the number of work weeks all class members from May 9, 2013 through December 1, 2017 is 26,851. If the number of work weeks actually worked from May 9, 2013 through December 1, 2017 should exceed 26,851 by more than five percent (5%), Plaintiffs have the right to void the settlement agreement.

F. Duties of the Parties Prior to Final Court Approval.

31. Promptly after execution of this Stipulation of Settlement, Plaintiffs shall move the Court for preliminary approval of this Settlement and

entry of an order, which motion Defendants will support, accomplishing the following:

- (a) scheduling a fairness hearing on the question of whether the proposed Settlement should be finally approved as fair, reasonable and adequate as to the Class Members;
- (b) approving as to form and content the proposed Notices for Class Members;
- (c) directing the mailing of the Notices by first class mail to the Class Members;
- (d) preliminarily approving this Settlement; and
- (e) approving the settlement administrator that counsel may agree upon or the Court appoints, and its fees and costs in a fixed amount.

This Stipulation of Settlement shall be submitted in support of the motion for preliminary approval of the Settlement.

G. Duties of the Parties in Connection With and Following Final Court Approval.

32. Upon Final Approval of the Settlement and after entry of the judgment, the Court shall have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-judgment/dismissal matters as may be appropriate under court rules or as set forth in this Agreement

33. In connection with the hearing on final approval of the Settlement provided for in this Stipulation of Settlement, the Parties will submit a proposed final order:

- (a) approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- (b) approving Class Counsels' application for an award of attorneys' fees and reimbursement of documented litigation expenses/costs, the service payments to the Plaintiffs, the payment to the LWDA, and the fees/costs of administering the Settlement; and
- (c) upon a showing that Defendants have made all payments required by this Stipulation of Settlement, entry of a Judgment shall be made which shall permanently barring all Class Members from prosecuting any Released Claims against any of the Released Parties.

H. Voiding the Agreement.

34. A failure of the Court to approve any material condition of this Settlement which effects a fundamental change of the Parties' Settlement, or any reversal or material modification of any ruling preliminarily or finally approving the Settlement on appellate review, shall render the entire

Settlement voidable and unenforceable as to all Parties herein at the option of any of the Parties.

I. Parties' Authority.

35. The signatories hereto represent that they are fully authorized to enter into this Settlement and bind the Parties hereto to the terms and conditions hereof.

J. Mutual Full Cooperation.

36. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the court, or otherwise, to effectuate this Settlement and the terms set forth herein. As soon as practicable after execution of this Settlement, Class Counsel shall, with the assistance and cooperation of Defendants and their counsel, take all necessary steps to secure the Court's preliminary and final approval of the Settlement.

K. No Prior Assignments.

37. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Settlement.

L. No Admission.

38. Nothing contained herein, nor the consummation of this Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement with the intention of avoiding further disputes and litigation with the attendant risk, inconvenience and expenses. This Settlement is a settlement document and shall, pursuant to California Evidence Code section 1152 and/or any other similar law, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the Settlement, and/or interpret or enforce this Settlement.

M. Enforcement Actions.

39. Except as otherwise provided in this Settlement, in the event that one or more of the Parties to this Settlement institutes any legal action,

arbitration, or other proceeding against any of the other Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful party shall be entitled to recover from the unsuccessful party reasonable attorneys' fees and costs, including expert witness fees, incurred in connection with any enforcement actions.

N. Notices.

40. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed:

To the Settlement Class:

Kevin T. Barnes, Esq.
Gregg Lander, Esq.
LAW OFFICES OF KEVIN T. BARNES
5670 Wilshire Blvd., Suite 1460
Los Angeles, CA 90036-5664

Raphael A. Katri, Esq.
LAW OFFICES OF RAPHAEL A. KATRI
8549 Wilshire Boulevard, Suite 200
Beverly Hills, CA 90211-3104

Zachary Cantor, Esq.
CANTOR LAW
1112 Montana Avenue, Suite C
Santa Monica, CA 90403
Tel.: (310) 393-6620 / Fax: (310) 393-6680
Email: Zachary@cantorlawyers.com

Rodney Mesriani, Esq.
MESRIANI LAW GROUP
5723 Melrose Avenue, Suite 202
Los Angeles, CA 90038
Tel.: (310) 826-6300 / Fax: (310) 820-1258
Email: Rodney@mesriani.com

To InTouch Mobile, Inc.:

Janice P. Brown, Esq.
Stacy L. Fode, Esq.
Noah J. Woods, Esq.
BROWN LAW GROUP ALC
600 B. Street, Suite 1650
San Diego, CA 92101
Tel.: (619) 330-1700 / Fax: (619) 330-1701

O. Construction.

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

P. Captions and Interpretations.

42. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

Q. Modification.

43. This Settlement may not be changed, altered, or modified, except in writing and signed by each of the Parties hereto, and if after preliminary court approval, upon approval of the court. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

R. Integration Clause.

44. This Settlement contains the entire agreement between Plaintiffs and the Settlement Class, on the one hand, and Defendants, on the other hand, relating to the Settlement and transaction contemplated hereby, 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 merged herein. No rights hereunder may be waived except in writing.

S. Binding On Assigns.

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

T. No Solicitation of Settlement Objections or Exclusions.

46. The Parties agree to use their best efforts to carry out the terms of this Settlement. Neither the Parties nor their counsel shall seek to solicit or otherwise encourage Class Members to submit written objections to the

Settlement or requests for exclusion from the Settlement, or encourage Class Members to appeal from the Court's final approval order.

U. Signatures of All Settlement Class Members Unnecessary to be Binding.

47. It is agreed that, because the Class members are numerous, it is impossible or impractical to have each Class Member execute this Settlement. The Notices will advise all Class Members of the binding nature of the Released Claims provided herein and such shall have the same force and effect as if this Settlement were executed by each Class Member.

V. Counterparts.

48. This Settlement may be executed in counterparts, and when each of the Parties and their counsel 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 fully-signed Settlement, which shall be binding upon and effective as to all Parties.

8/29/2018 4:15:20 PM PDT

Dated: September __, 2018 **PLAINTIFF AND CLASS REPRESENTATIVE:**

DocuSigned by:
Jesus Lopez
F4E1485306704DC...

JESUS LOPEZ

Dated: September __, 2018 **PLAINTIFF AND CLASS REPRESENTATIVE:**

KENNETH KOROMPIS

Dated: September __, 2018 **PLAINTIFF AND CLASS REPRESENTATIVE:**

DAIGORO GUTIERREZ

Dated: September __, 2018 **PLAINTIFF AND CLASS REPRESENTATIVE:**

CLAUDIA URIAS

CLASS COUNSEL:

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V. Counterparts.

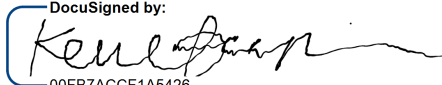
48. This Settlement may be executed in counterparts, and when each of the Parties and their counsel has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Settlement,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

Dated: September __, 2018 **PLAINTIFF AND CLASS REPRESENTATIVE:**

8/29/2018 12:44:43 PM PDT

JESUS LOPEZ

Dated: September __, 2018 **PLAINTIFF AND CLASS REPRESENTATIVE:**

DocuSigned by:

00FB7ACCF1A5426...

KENNETH KOROMPIS

Dated: September __, 2018 **PLAINTIFF AND CLASS REPRESENTATIVE:**

DAIGORO GUTIERREZ

Dated: September __, 2018 **PLAINTIFF AND CLASS REPRESENTATIVE:**

CLAUDIA URIAS

CLASS COUNSEL:

Settlement or requests for exclusion from the Settlement, or encourage Class Members to appeal from the Court's final approval order.

U. Signatures of All Settlement Class Members Unnecessary to be Binding.

47. It is agreed that, because the Class members are numerous, it is impossible or impractical to have each Class Member execute this Settlement. The Notices will advise all Class Members of the binding nature of the Released Claims provided herein and such shall have the same force and effect as if this Settlement were executed by each Class Member.

V. Counterparts.

48. This Settlement may be executed in counterparts, and when each of the Parties and their counsel 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 fully-signed Settlement, which shall be binding upon and effective as to all Parties.

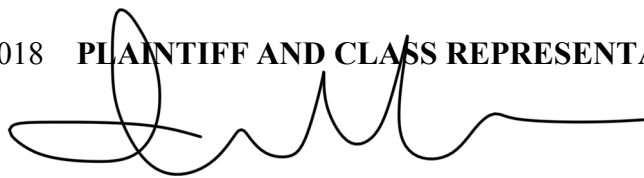
Dated: September __, 2018 **PLAINTIFF AND CLASS REPRESENTATIVE:**

JESUS LOPEZ

Dated: September __, 2018 **PLAINTIFF AND CLASS REPRESENTATIVE:**

KENNETH KOROMPIS

Dated: September ² __, 2018 **PLAINTIFF AND CLASS REPRESENTATIVE:**

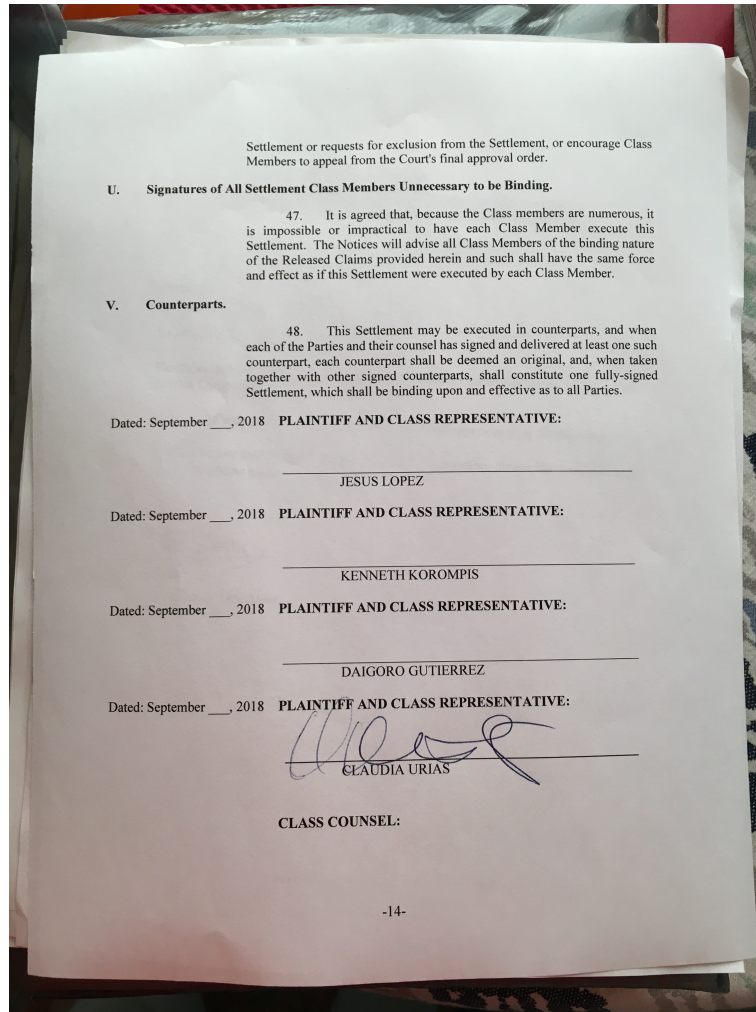


DAIGORO GUTIERREZ

Dated: September __, 2018 **PLAINTIFF AND CLASS REPRESENTATIVE:**

CLAUDIA URIAS

CLASS COUNSEL:



Dated: September 4, 2018 LAW OFFICES OF KEVIN T. BARNES

By: 
KEVIN T. BARNES

Dated: September 4, 2018 LAW OFFICES OF RAPHAEL A. KATRI

By: 
RAPHAEL A. KATRI

Dated: September __, 2018 CANTOR LAW

By: _____
ZACHARY CANTOR

Dated: September __, 2018 MESRIANI LAW GROUP

By: _____
RODNEY MESRIANI

Dated: September __, 2018 LAW OFFICES OF KEVIN T. BARNES

By: _____
 KEVIN T. BARNES

Dated: September __, 2018 LAW OFFICES OF RAPHAEL A. KATRI

By: _____
 RAPHAEL A. KATRI

Dated: September 4, 2018 CANTOR LAW

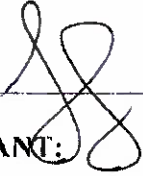
By:  _____
 ZACHARY CANTOR

Dated: September 4, 2018 MESRIANI LAW GROUP

By:  _____
 RODNEY MESRIANI

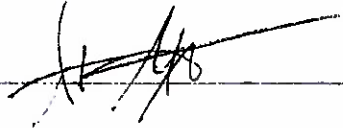
DEFENDANT:

Dated: September __, 2018 INTOUCH MOBILE, INC.

By: 

Dated: September __, 2018 **DEFENDANT:**

FRANCO MONTANO

By: 

Dated: September __, 2018 **DEFENDANT:**

JAMES CHUNG

By: 

Dated: September *1*, 2018 **DEFENDANT:**

RYAN MCMURTRIE

By: 

Dated: September __, 2018 **DEFENDANTS' COUNSEL:**

BROWN LAW GROUP, ALC

By: 

NOAH J. WOODS

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Jesus Lopez, et al v. Intouch Mobile, Inc., et al.

Los Angeles County Superior Court Case No. BC619823 and Los Angeles County Superior Court Case No. BC624693

IF YOU WERE EMPLOYED AS AN HOURLY PAID RETAIL SALES ASSOCIATE AT INTOUCH MOBILE, INC. IN THE STATE OF CALIFORNIA DURING THE SETTLEMENT PERIOD (DEFINED AS MAY 9, 2013 THROUGH (PRELIMINARY APPROVAL) YOU ARE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT.

A court approved this notice. This is not an advertisement.

You are not being sued. However, your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
INCLUDE THE FOLLOWING:	
DO NOTHING	You will receive a payment from the Settlement. No action is required for you to receive a share of this Settlement.
EXCLUDE YOURSELF	<u>You will receive no payment.</u> This is the only option that allows you to file your own lawsuit against Intouch Mobile, Inc. for the claims released in this Settlement.
OBJECT	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from receiving a portion of the Settlement.

WHAT IS IN THIS NOTICE

1. Why Should You Read This Notice?..... Page 1
2. What Is the Class Action Settlement?..... Page 2
3. How Much Can I Expect to Receive?.....Page 2
4. What Is the Case About?..... Page 3
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6. Who Are the Plaintiffs in This Class Action?..... Page 3
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9. How Will Plaintiff's Attorneys for the Case Be Paid?Page 6

1. Why Should You Read This Notice?

You have received this Notice because records indicate that you are a member of the settlement class settled in this action. The settlement class is comprised of all hourly paid Sales Associates employed by

Intouch Mobile, Inc. in the State of California during the Settlement Period (defined as May 9, 2013 through the date of Preliminary Approval) (“Class Members”).

This Notice tells you of your rights to share in the Settlement. There was a Preliminary Approval hearing on September 26, 2018 at 8:30 a.m. in the Los Angeles County Superior Court, State of California. Judge Holly J. Fujie determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate and reasonable and that a final determination of the issues will be made at the final approval hearing. Judge Fujie also ordered that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed Settlement on _____, 2018 at ____ a.m./p.m. in Department 56 of the Los Angeles County Superior Court located at 111 N. Hill St., Los Angeles, CA 90012. The Final Approval Hearing may be continued to another date without further notice.

2. *What is the Class Action Settlement?*

The Court must approve the terms of the Settlement described herein as fair, adequate, and reasonable to the Class Members. The Settlement will affect all members of the class. You may get money from the Class Action Settlement. This Notice will explain the terms of the Settlement and the amount of money you may receive under the Settlement.

3. *What Is the Case About?*

On or about May 9, 2016, Plaintiff Jesus Lopez filed his case on behalf of himself and other aggrieved hourly Retail Sales Associates employed by Defendants InTouch Mobile, Inc. in the state of California, Case No. BC619823. This lawsuit was for civil penalties under the Private Attorneys General Act based on Defendant’s wage and hour violations as set forth below. On June 21, 2016, Plaintiffs Daigoro Gutierrez and Claudia Urias filed a similar wage and hour cases, Case No. BC624693. Via Order dated February 23, 2017, the Court consolidated the two cases. The parties agree to file a Second Amended Consolidated Complaint as part of the Preliminary Approval Motion adding class claims, Kenneth Korompis as a named Plaintiff and Franco Montano, James Chung and Ryan McMurtrie as named Defendants. The operative Complaint in this case seeks recovery of damages, penalties, restitution, interest, and attorneys’ fees and costs, as well as injunctive relief and Plaintiffs’ allege Defendants failed to 1) provide proper meal breaks; 2) authorize and permit rest breaks; 3) pay Reporting Time Pay; 4) provide a written contract setting forth the commission agreements to Plaintiffs and all class members pursuant to Labor Code section 2751; 5) timely pay all commissions pursuant to Labor Code section 204; 6) reimburse business expenses, including mileage expenses for personal vehicle use for business purposes; 7) pay minimum and overtime wages; 8) unlawful deductions for cash shortages; 9) provide wage statements that comply with the requirements of California Labor Code section 226(a); 10) timely pay final wages to former employees; and 11) violated California Labor Code section 2698, et. seq. as related to the above claims.

The Defendants deny the allegations raised in the lawsuit and believe they have no liability for any of Plaintiffs’ or the Class Members’ claims under any statute, wage order, common law, or equitable theory.

On or about June 14, 2018, the Parties reached a Settlement subject to Court approval as represented in

the Joint Stipulation of Class Settlement and Release Of Claims (the “Settlement” or “Settlement Agreement”). Class Counsel believes that the Settlement is fair, reasonable, and adequate, and that it is in the best interests of Class Members. Likewise, the Defendants have decided that settlement is favorable because it avoids the time, risk, and expense of a lengthy lawsuit, and settlement immediately resolves, finally and completely, the pending and potential claims. Defendants do not admit, concede or imply that they have done anything wrong or legally actionable by settling this lawsuit.

4. How Much Can I Expect to Receive?

Defendants will pay a total sum of Seven Hundred Thousand Dollars (\$700,000) (“Gross Settlement Amount”), which includes all settlement payments, attorney’s fees, costs, costs of administering the Settlement, and the Class Representatives Payment.

Each Participating Class Member will receive approximately \$_____ for each workweek worked in the Class Period. Defendant’s records indicate that you worked approximately ____ workweeks between May 9, 2013 and (date the Court signs the Preliminary Approval order). Based on these records, your estimated payment as a Class Member would be \$_____.

It is also your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement.

5. Why Did the Defendants Join in This Notice?

The Defendants do not admit any claim alleged in the lawsuit and deny that they owe money for any of the claims in this matter. The Defendants are settling the lawsuit as a compromise. The Defendants reserve the right to object to and defend themselves against any claim if, for any reason, the Settlement fails. The Court file has the Settlement documents with more information on the lawsuit.

6. Who Is the Plaintiff in This Class Action?

Jesus Lopez, Kenneth Korompis, Daigoro Gutierrez, and Claudia Urias are the Plaintiffs and Class Representatives in this class action lawsuit. They are acting on behalf of themselves and on behalf of other members of the class.

7. Who Are the Attorneys Representing the Parties?

Class Counsel

Kevin T. Barnes, Esq. (SBN 138477)
Gregg Lander, Esq. (SBN 194018)
LAW OFFICES OF KEVIN T. BARNES
1635 Pontius Avenue, Second Floor
Los Angeles, CA 90025-3361
Tel.: (323) 549-9100 / Fax: (323) 549-0101
Email: Barnes@kbarnes.com

Zachary Cantor, Esq. (SBN 270507)
CANTOR LAW
1112 Montana Avenue, Suite C
Santa Monica, CA 90403
Tel.: (310) 393-6620 / Fax: (310) 393-6680
Email: Zachary@cantorlawyers.com

Rodney Mesriani, Esq. (SBN 184875)
MESRIANI LAW GROUP
5723 Melrose Avenue, Suite 202
Los Angeles, CA 90038
Tel.: (310) 826-630
Email: Rodney@mesriani.com

Defense Counsel

Janice P. Brown, Esq.

Stacy L. Fode, Esq.

Noah J. Woods, Esq.

BROWN LAW GROUP ALC

600 B. Street, Suite 1650

San Diego, CA 92101

Tel.: (619) 330-1700 / Fax: (619) 330-1701

8. *What are my Rights? How Will My Rights Be Affected?*

Class Counsel, appointed and approved by the Court for Settlement only, will represent you.

Participating in the Settlement

Under the Settlement, you will **automatically** receive a settlement payment unless you opt out by following the opt-out procedure set forth below.

This Notice of Settlement states the total number of workweeks you worked for Defendants during the Class Period. Your individual settlement payment as a Class Member will be based on that number. If you believe the information on this Notice is correct, then you do not need to take any further action to receive your settlement payment.

If you believe the shift information shown above is incorrect, you should contact the Settlement Administrator listed at the end of this Notice on or before _____. You should submit to the Settlement Administrator documentation to support the number of workweeks you believe you worked during the Class Period. If there is a dispute about the workweeks you worked, the Settlement Administrator will review the records to resolve the dispute.

NOTE: UNLESS YOU DISPUTE THE WORKWEEK INFORMATION LISTED ABOVE OR OPT OUT OF THE SETTLEMENT, YOU WILL RECEIVE MONEY FROM THE SETTLEMENT BASED ON THE AMOUNTS SET FORTH ABOVE.

If you are a current employee of any of the Defendants, your decision as to whether or not to participate in this Settlement will not affect or in any way impact your employment.

Objecting to the Settlement

If you wish to Object to the Settlement, you must submit a written Objection stating why you object to the Settlement. The Objection must be signed by you and include your full name, address, telephone number, and last four digits of your Social Security number. The Objection must be mailed to the Settlement Administrator (whose address is listed below) and must be postmarked no later than _____, 2018. Late Objections may not be considered.

You may also, if you wish, appear at the Final Approval Hearing set for _____, 2018 at _____ a.m./p.m. in Dept. 56 of the Los Angeles County Superior Court and discuss your objections with the Court and the Parties. The Final Approval Hearing may be continued to another date without further notice.

IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT IF THE COURT APPROVES THE SETTLEMENT.

Opting Out of the Settlement

If you wish to be excluded from participating in the Settlement, you must submit a written request to Opt-Out to the Settlement Administrator at the address below requesting to be excluded from the Settlement. To be considered valid, your Opt-Out must be signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. Your Opt-Out also must clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your Opt-Out must be postmarked no later than _____, **2018**. Late Opt-Out's will not be considered.

If you timely mail a complete and valid Opt-Out, you will no longer be a member of the Class and you will not be eligible to receive money under the Settlement or object to the terms of the Settlement. You will not be bound by the terms of the Settlement, and may pursue any valid claims you may have, at your own expense, against Intouch Mobile, Inc.

Effect of the Settlement on Your Rights

Upon the final approval of the settlement by the Court, the Class Members (other than those who submit a valid opt-out/request for exclusion) and each member of the Settlement Class, will fully release and discharge the Defendants and each of their past or present parents, subsidiaries, affiliates, predecessors or successors, officers, directors, members, shareholders, persons, employees, specifically to their respective agents, servants, representatives, members, attorneys, insurers, re-insurers, assigns, and affiliates of any and all past, present claims, complaints, demands, liabilities, debts, obligations, liens, costs, attorneys' fees, promises, losses or damages that were alleged in the operative Second Amended Consolidated Complaint which alleges that Defendants failed to provide proper meal breaks; authorize and permit rest breaks; pay Reporting Time Pay; provide a written contract setting forth the commission agreements to Plaintiffs and all class members pursuant to Labor Code section 2751; timely pay all commissions pursuant to Labor Code section 204; reimburse business expenses, including mileage expenses for personal vehicle use for business purposes; pay to pay minimum and overtime wages; unlawful deductions for cash shortages; provide wage statements that comply with the requirements of California Labor Code section 226(a); and timely pay final wages to former employees, interest, PAGA penalties related only to the above Released claims including those sought in the Second Amended Consolidated Complaint, other related statutory and civil penalties, attorneys' fees and costs, based only on the facts alleged in the Second Amended Consolidated Complaint to be filed with the Preliminary Approval Motion. These released claims and damages are hereinafter referred to as the "Released Claims". The time period governing these Released Claims shall be the Settlement Period.

9. How Will the Attorneys for the Class and Others Be Paid?

The attorneys for the Class Representative and the Settlement Class will be paid from the Gross Settlement Amount of \$700,000. The attorneys are seeking a fee of \$233,333 as well as reimbursement of their costs, up to \$15,000. The Class Representatives Mr. Lopez, Mr. Korompis, Mr. Gutierrez, and Ms. Urias are seeking a Service Award of \$7,500 each from the Settlement for their services as Class Representatives. Likewise, the Parties \$25,000.00 shall be allocated to settle the PAGA claim, with \$18,750.00 to be paid to the LWDA, and the remaining 6,250.00 to be divided equally among the Class Members and included in their Individual Settlement Payments. The Settlement Administrator estimates that the cost of administration will be approximately \$25,000. All of these amounts are to be deducted from the Gross

Settlement Amount of \$700,000, with the remainder available for distributions to Class Members who do not Opt Out. While the \$700,000 Gross Settlement Amount is fixed, the actual amounts awarded to Class Counsel, the Class Representatives and the Settlement Administrator and deducted from the Gross Settlement Amount will be determined by the Court.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may call Class Counsel, Kevin T. Barnes (323-549-9100) or email him at barnes@kbarnes.com, or call the Settlement Administrator at the telephone number listed below, toll free. Please refer to the Intouch Mobile, Inc. Settlement Administrator.

Intouch Mobile, Inc.
[ADDRESS]

You can find a copy of the Settlement Agreement attached as Exhibit 1 to the Declaration of Kevin. T. Barnes In Support of Plaintiff's Motion for Preliminary Approval of Class Settlement filed on September 26, 2018 at the Los Angeles County Superior Court located at 111 N. Hill St., Los Angeles, CA 90012.

DO NOT TELEPHONE THE COURT FOR LEGAL ADVICE OR FOR INFORMATION ABOUT THIS SETTLEMENT.

By Order of the Los Angeles County Superior Court, the Honorable Judge Holly J. Fujie.