

Exhibit 1

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into by and between Plaintiffs Ella Matthews and Russell Noll (collectively, “Plaintiffs”), individually, and in their representative capacities on behalf of all others similarly situated on the one hand, and Defendants TCL Communication Inc., TCT Mobile (US) Inc., TCT Mobile, Inc., and TCT Mobile (US) Holdings Inc. (collectively, “Defendants”) on the other hand.

RECITALS

WHEREAS, on or about December 19, 2016, Plaintiff Russell Noll filed a putative class action in the Commonwealth of Kentucky Pendleton County Circuit Court in which he asserted claims against Defendants for alleged violation of the Kentucky Consumer Protection Act, KRS 367.110, *et seq.*, breach of express warranty, breach of implied warranty of merchantability, and unjust enrichment on behalf of all others similarly situated (the “Kentucky Matter”);

WHEREAS, on or about December 28, 2016, Plaintiff Ella Matthews filed a Complaint in the State of North Carolina Superior Court in which she asserted claims against Defendants for alleged violation of the North Carolina Consumer Protection Act, N.C. Gen. Stat. § 75-1.1, *et seq.*, breach of contract, breach of implied warranty of merchantability, breach of express warranty, fraudulent and negligent misrepresentation, violation of the Magnuson-Moss Consumer Products Liability Act, unjust enrichment, and declaratory relief on behalf of all others similarly situated (the “North Carolina Matter”);

WHEREAS, Defendants removed the North Carolina Matter to the United States District Court for the Western District of North Carolina on February 27, 2017;

WHEREAS, Plaintiffs filed a Notice of Amended Complaint consolidating the Kentucky Matter and North Carolina Matter (hereinafter the “Action”) and adding Plaintiff Russell Noll and the Kentucky-specific claims to the North Carolina Matter in the United States District Court for the Western District of North Carolina on January 31, 2018, which the Court granted on February 2, 2018;

WHEREAS, Plaintiffs alleged in the Action that Defendants warranted and represented that Alcatel OneTouch Idol 3 4.7 inch and 5.5 inch Smartphones possessed compatibility with LTE Band 12, a frequency on which mobile phones operate for high speed communication. Plaintiffs further contended that Defendants removed LTE Band 12 compatibility from all Idol 3 Smartphones in a software update, greatly reducing the functionality of the Idol 3 Smartphones;

WHEREAS, the Parties exchanged factual information underlying the Claims and defenses, including information disclosed by Defendants to Plaintiffs’ Counsel regarding the number of potential Class Members, the dates during which the Idol 3 Smartphones were sold, and Defendants’ contention that LTE Band 12 compatibility was only removed from Idol 3 Smartphones operating on the T-Mobile Network (including Idol 3 Smartphones using mobile virtual network operators (“MVNOs”)) to minimize the risk associated with the inability to make emergency (911) calls under LTE Band 12 in certain T-Mobile markets;

WHEREAS, the Parties conducted a factual investigation and analyzed the relevant legal issues with regard to the Claims in, and potential defenses to, the Action. Plaintiffs and their Counsel contend that the Action has merit. Defendants and their Counsel contend that the Action does not have merit and that Defendants have defenses that could eliminate or reduce liability and monetary recovery in the Action. The Parties also have each considered the uncertainties of trial and the benefits to be

obtained under the proposed settlement and have considered the costs, risks, and delays associated with the continued prosecution of this time-consuming litigation and the likely appeals of any rulings in favor of either Plaintiffs or Defendants;

WHEREAS, the Parties engaged in arms-length negotiations and have reached a settlement, which is embodied in this Agreement;

WHEREAS, Defendants generally and specifically deny the allegations in the Action and that Plaintiffs or the putative class have been damaged in any sum whatsoever, and that Plaintiffs or the putative class are entitled to any relief;

WHEREAS the Parties recognize and agree that it is in their mutual best interests to resolve their differences as set forth herein. The Parties also recognize and agree that none admit to any wrongdoing and that the agreements and releases set forth below represent the Parties' compromise of disputed matters in order to avoid the delay and uncertainties of litigation and the further disruption and expense of the Action;

WHEREAS the Parties wish to fully, finally, and completely resolve all claims, causes of action, demands, liabilities, losses and damages of any kind, known or unknown, as defined in this Agreement, including Plaintiffs' rights to be compensated for such Claims and the propriety of injunctive relief.

NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

In consideration of the covenants and agreements set forth herein, Plaintiffs, the Settlement Class, and Defendants, themselves and through their undersigned counsel, agree to settle the Action and Claims, subject to Court approval, under the following terms and conditions.

1. DEFINITIONS. Unless otherwise indicated, the following shall be defined terms for purposes of this Agreement. Some definitions use terms that are defined later in the section.

1.1. The term “**Administrator**” means the company or group who will be retained by Defendants to administer the Settlement, subject to approval by Plaintiffs and the Court.

1.2. The term “**Claim Form**” means the application that a Settlement Class Member must submit to be entitled to receive a Settlement Award, as described in Section 2.2 of this Agreement, substantially in the form attached hereto as Exhibit A.

1.3. The term “**Claims**” means the claims set out or the claims that could have been set out in the Amended Complaint filed in the United States District Court for the Western District of North Carolina alleging violation of the Kentucky Consumer Protection Act, KRS 367.110, *et seq.*, the North Carolina Consumer Protection Act, N.C. Gen. Stat. § 75-1.1, *et seq.*, breach of contract, breach of express warranty, breach of implied warranty of merchantability, fraudulent and negligent misrepresentation, violation of the Magnuson-Moss Warranty Act, unjust enrichment, and declaratory relief.

1.4. The term “**Kentucky Class**” means all persons residing in Kentucky who purchased an Alcatel OneTouch Idol 3 4.7 inch or 5.5 inch smartphone during the time period of January 1, 2015 – December 27, 2016.

1.5. The term “**North Carolina Class**” means all persons residing in North Carolina who purchased an Alcatel OneTouch Idol 3 4.7 inch or 5.5 inch smartphone during the time period of January 1, 2015 – December 27, 2016.

1.6. The term “**Class Member**” means any person who is included in either the Kentucky Class or North Carolina Class.

1.7. The term “**Settlement Class**” means all persons in the Kentucky Class or North Carolina Class, who have not properly and timely opted out of the Action. Excluded from the **Settlement Class** are Defendants; their parent companies, affiliates or subsidiaries, or any employees thereof, and any entities in which any of such companies has a controlling interest; the judge or magistrate judge to whom the Action is assigned; and, any member of those judges’ staffs and immediate families.

1.8. The term “**Settlement Class Member**” means any person who is included in the Settlement Class.

1.9. The term “**Class Notice**” means the Class Notice of the proposed Settlement terms, as approved by Plaintiffs’ Counsel, Defendants’ Counsel, and the Court to be provided pursuant to Section 3.1 of this Agreement.

1.10. The term “**Class Representatives**” means Plaintiffs Russell Noll and Ella Matthews in their representative capacities on behalf of the Settlement Class.

1.11. The term “**Court**” means the United States District Court for the Western District of North Carolina.

1.12. The term “**Defendants’ Counsel**” means Thomas J. Sullivan, Esq., Brian W. Shaffer, Esq., Lauren M. Cordrey, Esq. and the law firm of Morgan, Lewis & Bockius, LLP.

1.13. The term “**Fairness Hearing**” means the hearing at or after which the Court will make a final decision whether to approve this Agreement as fair, reasonable and adequate.

1.14. The term “**Final Judicial Approval**” means the date upon which any of the following events occurs: (1) the expiration of the time for filing an appeal if there are any objections filed by any Settlement Class Member; (2) the conclusion of any appeal taken if there are any objections filed by any Settlement Class Member; (3) the withdrawal of the last objection to the Settlement; or (4) the entry of the Final Order if there are no objections filed by any Settlement Class Member.

1.15. The term “**Final Order**” means the order approving the Settlement and this Agreement.

1.16. The term “**General Release**” means the release identified in Section 4.7 of this Agreement.

1.17. The term “**Idol 3 Smartphones**” means Alcatel OneTouch Idol 3 4.7 inch or 5.5 inch smartphones.

1.18. The term “**Parties**” means Defendants and Plaintiffs Russell Noll and Ella Matthews, individually and in their representative capacities on behalf of the Class.

1.19. The terms “**Plaintiffs’ Counsel**” and “**Class Counsel**” mean Gary E. Mason, Esq. and Jennifer S. Goldstein, Esq. and the law firm of Whitfield, Bryson & Mason LLP, and Nicholas A. Migliaccio, Esq. and Jason S. Rathod, Esq. and the law firm of Migliaccio & Rathod LLP.

1.20. The term “**Preliminary Approval Order**” means the order certifying the Settlement Class for Settlement purposes only, approving the proposed Class Notice, and setting the date and time of the Fairness Hearing.

1.21. The term “**Released Claims**” shall mean the claims identified in Section 4.6 of this Agreement.

1.22. The term “**Released Parties**” shall mean the parties identified in Section 4.6 of this Agreement.

1.23. The term “**Settlement**” means the settlement of the Action and related claims effectuated by this Agreement.

1.24. The term “**Award Deadline**” means three (3) months from Final Judicial Approval.

2. SETTLEMENT TERMS.

2.1. Certification of the Settlement Class. For the purposes of the Settlement only and the proceeding contemplated herein, the Parties stipulate and agree that: (1) the Settlement Class shall be certified in accordance with the definition contained in Section 1.7 above; (2) Plaintiffs shall

represent the Settlement Class for settlement purposes and shall be the Class Representatives; and (3) Plaintiffs' Counsel shall be appointed as Class Counsel.

2.2. Award to the Settlement Class. For each Settlement Class Member who submits a timely, completed, and valid Claim Form that includes evidence that the Settlement Class Member's Idol 3 Smartphone used the T-Mobile Network (including Idol 3 Smartphones using mobile virtual network operators ("MVNOs")), Defendants, at Defendants' sole and exclusive option, shall either: (1) reinstate LTE Band 12 functionality on the particular Settlement Class Member's Idol 3 Smartphone within a reasonable period of time not to exceed three (3) months from Final Judicial Approval (the "Award Deadline") (or within one (1) month of the receipt of a valid and timely Claim Form if the Claim Form is received after the Award Deadline); or (2) provide a comparable replacement Alcatel smartphone (*i.e.*, one with a manufacturer's suggested retail price of at least \$179.99 and LTE Band 12 compatibility) for each Idol 3 Smartphone originally purchased by that Settlement Class Member within a reasonable period of time not to exceed three (3) months from Final Judicial Approval (or within one (1) month of the receipt of a valid and timely Claim Form if the Claim Form is received after the Award Deadline).

All Class Members shall receive Class Notice pursuant to Section 3.1 below.

2.3. Incentive Award to Class Representatives. The Parties agree that the Class Representatives shall each be entitled to an incentive award of Two-Thousand and Five-Hundred Dollars (\$2,500.00) for the Action in recognition of the amount of time and effort spent by Plaintiffs as the Class Representatives. This amount was determined to be appropriate only after an agreement had been reached on the award to the Settlement Class and other terms of this Agreement. The Parties agree that Plaintiffs will each request an incentive award of no more than Two-Thousand Five-Hundred Dollars (\$2,500.00) for the Action, to which Defendants will not object, to be approved by the Court. Accordingly, in the event this Agreement receives Final Judicial Approval, and the incentive award is approved by the Court, Defendants shall pay within fifteen (15) calendar days thereafter the incentive award of Two-Thousand Five-Hundred Dollars (\$2,500.00) to each Class Representative. Said payments shall be made payable to Russell Noll and Ella Matthews, respectively, and sent to Nicholas A. Migliaccio, Esq., Migliaccio & Rathod LLP, 412 H Street, N.E., Suite 302, Washington, D.C. 20002. In the event the incentive award is not approved by the Court, the rest of this Agreement shall remain in full force and effect.

2.4. Attorneys' Fees and Costs. The Parties agree that Class Counsel shall be entitled to total fees and costs for the Action in the amount of One-Hundred and Twenty-Thousand Dollars (\$120,000.00) to be paid by Defendants (the "Fees Award"). This amount was determined to be appropriate only after an agreement had been reached on all Class Settlement terms and was the product of arms-length negotiations. The Parties agree that Class Counsel will request attorneys' fees and costs of no more than One-Hundred and Twenty-Thousand Dollars (\$120,000.00), to which Defendants will not object, to be approved by the Court. Accordingly, in the event this Agreement receives Final Judicial Approval, and the attorneys' fees and costs are approved by the Court, Defendants shall pay within ten (10) calendar days thereafter the attorneys' fees and costs of One-Hundred and Twenty-Thousand Dollars (\$120,000.00) to Class Counsel. Said payment may be payable by wire transfer. Said payment shall be made to Migliaccio & Rathod LLP, on behalf of Class Counsel, and Migliaccio & Rathod LLP shall have the responsibility to distribute such payment of fees and costs to any other attorney or law firm that may claim entitlement to fees and costs under this Agreement. In the event the attorneys' fees and costs are not approved by the Court, the rest of this Agreement shall remain in full force and effect.

2.5. Settlement Implementation Costs. Defendants shall bear all costs of providing Class Notice in the manner set forth in Section 3.1 below of this Agreement and all costs associated with administration of the Settlement.

3. CLASS SETTLEMENT PROCEDURES.

3.1. Class Notice. Subject to Court approval, the Parties agree that after entry of the Preliminary Approval Order, Defendants will provide the Class with Notice of the proposed Settlement by the following methods:

- (a) Within 20 days of the Preliminary Approval Order, the Administrator shall cause a Summary Notice of Settlement (“Summary Notice”) to be published in a manner reasonably calculated to reach the Kentucky Class and North Carolina Class, substantially in the form attached hereto as Exhibit B, and to be approved by the Court. The Summary Notice shall inform Class Members of a website (www.AlcatelBand12settlement.com) through which Class Members may arrange for a mailing or downloading of the Detailed Notice of Settlement (“Detailed Notice”), substantially in the form attached hereto as Exhibit C. The Summary Notice shall reference the website address. Class Members may submit a Claim Form online, by U.S. mail, by email or by fax.
- (b) Prior to the dissemination of the Summary Notice, the Claims Administrator shall establish a website (www.AlcatelBand12settlement.com). Any mailed or publication notice will reference the website address. The website will contain relevant court documents, frequently asked questions, Summary and Detailed Notices, and Claim Form.
- (c) Defendants shall post information concerning the settlement on its website.
- (d) Within 30 days of the Preliminary Approval Order (the “Mailing Deadline”), the Administrator shall mail the Detailed Notice and Claim Form, substantially in the forms attached hereto as Exhibits C and A, respectively, to be approved by the Court, by first class mail, postage prepaid, to each Class Member to the extent that the specific addresses of such Class Members are within the possession, custody, or control of Defendants. In addition, the Detailed Notice shall be mailed to each Class Member whose identity becomes actually known to Defendants or the Administrator as a result of the Summary Notice or who contacts the Administrator within twelve (12) months after the entry of the Court’s Preliminary Approval Order. The Parties recognize that Defendants do not generally sell Idol 3 Smartphones directly to Class Members and that notice by publication will be the primary form of notice hereunder.

3.2. Submission of Claim Form. Class Members who wish to make a claim must submit a Claim Form to the Claims Administrator, either online or by mail, within 12 months after the Mailing Deadline. A proposed Claim Form is attached as Exhibit A.

3.3. Determination of Eligibility. Upon receipt of the Claim Form, the Claims Administrator will determine whether the Class Member qualifies for a Settlement Award pursuant to Section 2.2 of this Agreement. Failure to provide all information requested on the Claim Form will not result in immediate denial or nonpayment of a claim. Instead, the Settlement Administrator will take all adequate and customary steps to attempt to cure the defect, including

but not limited to attempting to follow up with the Claimant to gather additional information. If the Claim Form defect cannot be cured, the Claim will be rejected.

3.4. Objections. Any Class Member who wishes to object to the Settlement must mail a written objection to Plaintiffs' and Defendants' Counsel by the Exclusion Deadline to be set by the Court (the "Objection/Exclusion Deadline"). The objection must set forth, in clear and concise terms, the legal and factual arguments supporting the objection. Unless otherwise requested by the Court, Class Members shall not be entitled to speak at the Fairness Hearing unless they have submitted a timely written objection pursuant to this paragraph and indicating their intent to appear at the Fairness Hearing. Counsel for the Parties will jointly file any objections they receive with the Court prior to the Final Approval and Fairness Hearing.

3.5. Exclusion from the Class. The Detailed Notice shall inform Class Members of their right to elect not to be part of the Settlement Class and not to be bound by this Agreement, provided that the affected person mails a request for exclusion from the Kentucky Class or North Carolina Class to Defendants' counsel at the following address on or before the Objection/Exclusion Deadline, with a copy to Class Counsel: Morgan, Lewis & Bockius, LLP, c/o Thomas J. Sullivan, 1701 Market Street, Philadelphia, PA 19103. No later than seven (7) days after the Objection/Exclusion Deadline, Defendants shall prepare a list of the persons who, pursuant to the Class Notice, have excluded themselves from the Kentucky Class and North Carolina Class in a valid and timely manner and shall deliver that list to Class Counsel.

3.6. 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 shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or to request exclusion from the Settlement Class, or to encourage persons to appeal from the Court's Final Judgment.

4. FINAL JUDGMENT AND RELEASES.

4.1. Preliminary Settlement Hearing. Plaintiffs will move the Court, unopposed by Defendants, for the entry of a Preliminary Approval Order and for approval of proposed forms of all notices and other documents necessary to implement the Settlement.

4.2. Stay of the Kentucky Matter. Class Counsel and Plaintiffs agree to use their best efforts, in cooperation with Defendants' Counsel, to keep the Kentucky Matter stayed pending Final Approval of the Settlement, and upon Final Approval of the Settlement, Class Counsel and Plaintiffs agree to dismiss the Kentucky Matter with prejudice.

4.3. Approval of this Agreement. The Parties will jointly take all necessary and appropriate steps to secure the Court's approval of this Agreement, with Class Counsel to prepare and submit all briefs to the Court. No later than fourteen (14) days before the Fairness Hearing, Class Counsel shall file a motion for an Order granting final approval of this Agreement and a Judgment in favor of Plaintiffs and the Settlement Class, together with any supporting papers, all of which will be unopposed by Defendants.

4.4. Order and Judgment. The Judgment shall provide for Plaintiffs and the Settlement Class to take according to this Agreement and nothing else and shall include provisions that the Action is concluded pursuant to the entry of the Judgment. Notwithstanding the conclusion of the Action, the Parties stipulate that the Judgment will include a provision for the Court to retain jurisdiction to enforce this Agreement.

4.5. Effect of Agreement if Settlement Is Not Approved. This Agreement was entered into only for the purpose of Settlement. For whatever reason, should the Settlement not be approved, not be implemented in its entirety, or not become final, the fact that the Parties were willing to stipulate to class certification for purposes of this Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in this Action or any other action or proceeding. Defendants expressly reserve their right to oppose class certification should this Settlement not become final.

4.6. Release of Defendants by All Settlement Class Members. Effective upon the date of Final Judicial Approval, Plaintiffs and each Settlement Class Member, and each of their, his, or her, as the case may be, respective successors, assigns, legatees, heirs, parents, divisions, subsidiaries, affiliates, predecessors, partners, successors, assigns, officers, directors, shareholders, employees, investigators, attorneys, contractors, subcontractors, agents, insurers and representatives and all persons acting by, through, under or in concert with them, or any of them, releases and forever discharges Defendants, and each of their past and present parents, divisions, subsidiaries, affiliates, predecessors, partners, successors, assigns, officers, directors, shareholders, employees, investigators, attorneys, contractors, subcontractors, agents, insurers and representatives and all persons acting by, through, under or in concert with them, or any of them, and all other persons whether herein named and referred to or not (the “Released Parties”), from all claims arising from or related to the removal of the LTE Band 12 functionality on the Idol 3 Smartphones as alleged in the Action, including, without limitation, from any and all claims, rights, demands, actions, obligations, damages, liabilities, and causes of action of any and every kind, nature and character whatsoever, whether based in tort, contract, statute or on any other theory of recovery, whether known or unknown, and whether for equitable relief, statutory penalties, compensatory or punitive damages, which Plaintiffs or each Settlement Class Member ever had or could have asserted against the Released Parties arising out of or relating to the alleged removal of LTE Band 12 functionality from Idol 3 Smartphones, including, but not limited to, violations of the Kentucky Consumer Protection Act, KRS 367.110, *et seq.*, the North Carolina Consumer Protection Act, N.C. Gen. Stat. § 75-1.1, *et seq.*, breach of contract, breach of express warranty, breach of implied warranty of merchantability, fraudulent and/or negligent misrepresentation, violation of the Magnuson-Moss Warranty Act, unjust enrichment, and declaratory relief (collectively, the “Released Claims”). This Agreement sets forth the sole and exclusive remedies for any Released Claims of the Settlement Class Members. No court or arbitrator may award damages of any kind, including compensatory, punitive or multiple damages, with respect to any such claim, and no Settlement Class Member may serve as a representative plaintiff with respect to such a claim or remain in any action or permit himself to be represented by a third party in any action in which such a claim is asserted. This release specifically excludes any claims for personal injury that may be related to the removal of LTE Band 12 functionality on the Idol 3 Smartphones.

4.7. General Release of Defendants by Plaintiffs. In addition to the releases made by the Settlement Class Members set forth in Section 4.6 of this Agreement above, effective upon the date of Final Judicial Approval, Plaintiffs make the additional following general release of all claims, known or unknown. Plaintiffs release and forever discharge the Released Parties, as defined above, from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, including without limitation, from any and all claims, rights, demands, actions, obligations, damages, liabilities, and causes of action of any and every kind, nature and character whatsoever, whether based in tort, contract, statute, rule, or regulation, or on any other theory of recovery, whether known or unknown, and whether for equitable relief,

statutory penalties, compensatory or punitive damages, arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties committed or omitted prior to the execution hereof. (The release set forth in this Section 4.7 shall be referred to hereinafter as the "General Release.") The General Release includes any unknown claims Plaintiffs do not know or suspect to exist in their favor at the time of the General Release, which, if known by them, might have affected their settlement with, and release of, the Released Parties by Plaintiffs or might have affected their decisions not to object to this Settlement or the General Release. With respect to the General Release, Plaintiffs stipulate and agree that, effective upon the date of Final Judicial Approval, Plaintiffs shall be deemed to have, and by operation of the Final Order shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Kentucky and North Carolina law, or any other similar provision under federal or state law (such as California Civil Code Section 1542), providing that a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Plaintiffs may hereafter discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the General Release, but Plaintiffs, effective upon the date of Final Judicial Approval, shall be deemed to have, and by operation of the Final Order shall have, fully, finally, and forever settled and released any and all of the claims released pursuant to the General Release whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed upon any theory of law or equity now existing prior to the execution hereof, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts.

4.8. Defendants' Release of Plaintiffs, the Settlement Class, and Plaintiffs' Counsel. Effective upon the date of Final Judicial Approval, Defendants release and forever discharge Plaintiffs, the Settlement Class, and Class Counsel and each of their, his, or her, as the case may be, respective successors, assigns, legatees, heirs, parents, divisions, subsidiaries, affiliates, predecessors, partners, successors, assigns, officers, directors, shareholders, employees, investigators, attorneys, contractors, subcontractors, agents, insurers and representatives and all persons acting by, through, under or in concert with them, or any of them from any and all claims relating to the institution or prosecution or settlement of the Action, as well as any and all claims for contribution, indemnification, or any other claims relating to the Award to the Settlement Class pursuant to Section 2.2 above.

5. ADDITIONAL PROVISIONS.

5.1. No Admission of Liability or Wrongdoing. This Agreement reflects the compromise and settlement of disputed claims between the Parties. Its constituent provisions, and any and all drafts, communications and discussions relating thereto, shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law (including, but not limited to, matters respecting class certification) by any person or entity, and shall not be offered or received in evidence or requested in discovery in the Action or any other action or proceeding as evidence of an admission or concession. Defendants denied and continue to deny each of the claims and contentions alleged by Plaintiffs in the Claims. Defendants have repeatedly asserted and continue to assert defenses thereto, and have expressly denied and continue to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Claims.

5.2. Investigation. The Parties have conducted significant investigation of the facts and law during the pendency of this Action. Such informal and formal discovery and investigation have included, *inter alia*, the exchange of information between the Parties and numerous conferences between representatives of the Parties. Counsel for the Parties have further investigated the applicable law as applied to the facts discovered with respect to the alleged claims of the Class Members and potential defenses thereto, and the damages that could be claimed by the Class Members.

5.3. Fair, Adequate and Reasonable Settlement. The Parties believe this Settlement is fair, adequate, and reasonable, and arrived at this Settlement in arms-length negotiations, taking into account all relevant factors, present and potential.

5.4. Real Parties in Interest. In executing this Agreement, the Parties warrant and represent that they, including Plaintiffs Russell Noll and Ella Matthews in their representative capacities on behalf of the Settlement Class, are the only persons having any interest in any of the claims that are described or referred to herein, or in any of the pleadings, records, and papers in the Action, and, except as provided herein, neither said claims nor any part thereof have been assigned, granted or transferred in any way to any other person, firm or entity.

5.5. Voluntary Agreement. This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm or entity.

5.6. Binding on Successors. This Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

5.7. Parties Represented by Counsel. The Parties acknowledge that they have been represented in negotiations for and in the preparation of this Agreement by independent counsel of their own choosing, that they have read this Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Agreement and of its legal effect.

5.8. Authorization. Each of the Parties warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the Claims or causes of action released herein and, further, that each party is fully entitled and duly authorized to give this complete and final general release and discharge.

5.9. Construction and Interpretation. Neither the Parties nor any of the Parties' respective Attorneys shall be deemed the drafter of this Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them.

5.10. Headings. The various headings used in this Agreement are solely for the convenience of the Parties and shall not be used to interpret this Agreement.

5.11. Modifications and Amendments. No amendment, change or modification of this Agreement or any part thereof shall be valid unless in writing and signed by the Parties.

5.12. Entire Agreement/No Representations. This Agreement and any attached Exhibits constitute the entire agreement among the Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. In addition, the Parties represent and warrant that they are not relying on any representations, warranties or statements, oral or otherwise, not contained in this Agreement.

5.13. Governing Law. This Agreement is entered into in accordance with the laws of the State of North Carolina and shall be governed by and interpreted in accordance with the laws of the State of North Carolina, without regard to its conflict of law principle.

5.14. Further Assurances. The Parties shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts or things reasonably necessary in connection with the performance of its, her, or his, as the case may be, obligations hereunder to carry out the express intent of the Parties.

5.15. Execution Date. This Agreement shall be deemed executed upon the last date of execution by all of the undersigned.

5.16. Continuing Jurisdiction. The Court shall retain jurisdiction over the interpretation, effectuation, and implementation of this Agreement.

5.17. Counterparts. This Agreement may be executed in two or more counterparts, which together shall constitute one and the same instrument.

5.18. Severability. Should any paragraph, sentence, clause or provision of this Agreement be held invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity or unenforceability, without invalidating the remainder of such provision or the remaining portions of this Agreement.

5.19. Confidentiality. It is further understood and agreed and made a part hereof, that all negotiations leading up to this Agreement, and all information, records or documentation (whether verbal, written or electronic) provided by the Parties in connection with the Action or this Agreement, shall be kept strictly confidential by the Parties and their Counsel, and they shall not disclose, publicize, disseminate, or encourage or permit any person or entity, to disclose, publicize or disseminate any fact with respect to the negotiations or investigation leading up to this Agreement.

Notwithstanding the foregoing, the Parties agree that any information relating to the terms and conditions of this Agreement shall not be disclosed or used in connection with any other claims or investigations relating to the alleged removal of LTE Band 12 functionality from Idol 3 Smartphones.

The Parties further agree that, upon receipt of any subpoena or notice of any proceeding to obtain a court order seeking to compel a party's testimony or the production or documents relating to this Agreement, such party shall, within five (5) calendar days thereof, and in any event within a reasonable period of time prior to the time within which production or testimony is required by the terms of said subpoena or court order, provide written notice to the Parties' counsel of any such request to disclose. The Parties shall use their best efforts to prevent any further dissemination or publication of the information disclosed. In the event that the Parties receive an inquiry from any third-party concerning the negotiations leading up to this Agreement, the Parties may disclose to such third-party only that the parties have "settled their differences and decline further comment." The Parties and their counsel further agree not to make any disparaging public statements. In addition, the terms of this Agreement and all negotiations concerning this Agreement shall be deemed within the protection afforded to compromises and offers to compromise under Rule 408 of the Federal Rules of Evidence and any analogous state laws and principles. Nothing in this Agreement shall constitute precedent or evidence in any other proceeding, with the exception that this Agreement shall be admissible in any proceeding to enforce the terms hereof.

This paragraph shall not be construed to encompass any publicly available information, including the existence of the Settlement and its terms. Nor shall this paragraph be construed to prevent Plaintiffs' counsel posting publicly available information about the case and Settlement on their firms' respective websites or in other promotional materials.

5.20. Class Representatives' Waiver of Right to be Excluded and Object. The Class Representatives agree to sign this Agreement and by signing this Agreement are bound by the terms herein stated, and further agree not to request to be excluded from the Kentucky Class or North Carolina Class and agree not to object to any of the terms of this Agreement. Any such request for exclusion or objection shall therefore be void and of no force or effect.

PLEASE READ THIS DOCUMENT CAREFULLY. THIS AGREEMENT INCLUDES A SPECIFIC RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

AGREED AND ACCEPTED:



Gary E. Mason, Esq.
Jennifer S. Goldstein, Esq.
WHITFIELD BRYSON & MASON LLP
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Counsel for Plaintiffs

Date: 2/21/2018

AGREED AND ACCEPTED:

RUSSELL NOLL



Date: 02/20/2018

AGREED AND ACCEPTED:

ELLA MATTHEWS

Date: _____

AGREED AND ACCEPTED:

Gary E. Mason, Esq.
Jennifer S. Goldstein, Esq.
WHITFIELD BRYSON & MASON LLP
5101 Wisconsin Ave., NW, Suite 305
Washington, D.C. 20016

Nicholas A. Migliaccio, Esq.
Jason S. Rathod, Esq.
MIGLIACCIO & RATHOD LLP
412 H Street N.E., Suite 302
Washington, D.C. 20002

Counsel for Plaintiffs

Date: _____

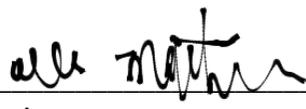
AGREED AND ACCEPTED:

RUSSELL NOLL

Date: _____

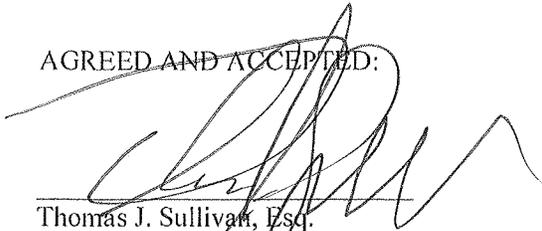
AGREED AND ACCEPTED:

ELLA MATTHEWS



Date: 02/20/2018

AGREED AND ACCEPTED:



Thomas J. Sullivan, Esq.
Brian W. Shaffer, Esq.
Lauren M. Cordrey, Esq.
Morgan, Lewis & Bockius, LLP
1701 Market Street
Philadelphia, PA 19103

Counsel for Defendants

Date: 2/20/18

AGREED AND ACCEPTED:

TCL COMMUNICATION INC., TCT MOBILE (US) INC., TCT MOBILE, INC., and TCT MOBILE (US) HOLDINGS INC.

By: Jantle

Date: 2/20/18

EXHIBIT A

(CLAIM FORM)

Alcatel Band 12 Settlement
c/o RG2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479
Toll-free Phone: _____
Facsimile: _____
Website: www.AlcatelBand12settlement.com

Claim Form and Release

First, Last _____

Company _____

Address 1 _____

Address 2 _____

City, State Zip Code _____

Telephone Number: _____

Email Address: _____

DETACH HERE

Instructions

1. To file a claim, you must
 - a. provide evidence that you reside in North Carolina or Kentucky.
 - b. provide evidence that you purchased an Alcatel OneTouch Idol 3 4.7 inch or 5.5 inch smartphone between January 1, 2015 and December 27, 2016.
 - b. provide evidence that your OneTouch Idol 3 Smartphone used the T-Mobile Network, which includes the following mobile virtual network operators (“MVNOs”): _____. Documentation sufficient to evidence that your OneTouch Idol 3 Smartphone used the T-Mobile Network (or MVNO) includes a copy of cell phone bill, or a credit card or other account statement evidencing that your Alcatel OneTouch Idol 3 Smartphone used the T-Mobile Network (or MVNO).
 - b. then date and sign the “Release” section below.

I hereby release Defendants, TCL Communication, Inc., TCT Mobile (US) Inc., TCT Mobile, Inc., and TCT Mobile (US) Holdings Inc., from any and all claims I may have relating to removal of LTE Band 12 functionality from the OneTouch Idol 3 Smartphones, including but not limited to violations of the Kentucky Consumer Protection Act, the North Carolina Consumer Protection Act, breach of contract, breach of express warranty, breach of implied warranty of merchantability, fraudulent and negligent misrepresentation, violation of the Magnuson-Moss Warranty Act, unjust enrichment, and declaratory relief, excluding any claims for personal injury that may be related to the removal of LTE Band 12 functionality on the Idol 3 Smartphones.

Date: (mm/dd/yyyy)

Electronic Signature:
Please indicate your First and Last Name



EXHIBIT B

(SUMMARY NOTICE)

OWNERS OF ALCATEL ONETOUCH IDOL 3 BRAND SMARTPHONES IN NORTH CAROLINA AND KENTUCKY MAY CLAIM SETTLEMENT BENEFITS

What Is This Settlement About?

If you own an Alcatel OneTouch Idol 3 Smartphone you may be entitled to participate in a class action settlement. A lawsuit was filed in the U.S. District Court for the Western District of North Carolina, called *Matthews, et al. v. TCL Communication, Inc. et al.*, case No. 3:17-cv-95, in which the Plaintiffs alleged that the Defendants greatly reduced the functionality of the Idol 3 Smartphones by removing LTE Band 12 functionality in a software update. The two sides disagree on whether Defendants did anything wrong and have entered into a settlement that may benefit you. If you reside in North Carolina or Kentucky and purchased either an Alcatel OneTouch Idol 3 4.7 or 5.5 inch smartphone during the time period of January 1, 2015 – December 27, 2016, you are a Class Member and may be eligible to make a claim.

What Are Your Rights And Options?

You have a choice about whether to join the settlement by submitting a claim form, doing nothing, requesting to be excluded or objecting to the settlement.

If you choose to be included, you will share in the settlement and be eligible for either a new phone or restoration of Band 12 capability on your smartphone. By joining the settlement, you give up rights to separately bring a lawsuit on your own against any of the Defendants for the same claims in this lawsuit. If you want to be included, you must complete and return the claim form available at www.AlcatelBand12Settlement.com by no later than [date].

By doing nothing, you will not receive any relief from the settlement. If the Court approves the Settlement and that approval becomes final, you will be deemed to have released and waived any claims, which were, or could have been, alleged in the lawsuit for removal of Band 12.

You may exclude yourself from the Settlement by submitting a “Request for Exclusion” to counsel for the Parties, as detailed in the settlement website by [date]. If you exclude yourself, you will not participate in these proceedings, nor will you receive any relief from this Settlement. You also will retain the right to assert any claims you may have against Defendants for their removal of Band 12.

If you do not submit a timely and complete Request for Exclusion, you can object to the terms of the Settlement, and/or the attorneys’ request for fees and expenses, and/or the Settlement Class Representatives’ request for Incentive Awards as detailed in the settlement website by no later than [date].

How Can You Get More Information?

More information can be found at www.AlcatelBand12settlement.com, or by contacting Plaintiffs’ Class Counsel: Nicholas A. Migliaccio and Jason S. Rathod of Migliaccio & Rathod LLP, 412 H Street NE, Suite 302, Washington, D.C. 20003; and Gary E. Mason of Whitfield Bryson & Mason, LLP, 5101 Wisconsin Ave NW, Ste 305, Washington, DC 20016; or by calling 1-800_____.

EXHIBIT C

(DETAILED NOTICE)

**OWNERS OF CERTAIN MODELS OF ALCATEL ONETOUCH IDOL
3 BRAND SMARTPHONES IN NORTH CAROLINA AND KENTUCKY
MAY CLAIM SETTLEMENT BENEFITS.**

This Class Action Settlement May Affect Your Rights

A Court authorized this Notice. This is not a solicitation from a lawyer.

- The Settlement resolves a lawsuit over Defendants’ sale of Alcatel OneTouch Idol 3 Smartphones with LTE Band 12, and subsequent removal of LTE Band 12 frequency in a software update which Plaintiffs contended greatly reduced the functionality of the Idol 3 Smartphones.
- The two sides disagree on whether Defendants did anything wrong.
- If you reside in North Carolina or Kentucky and purchased either an:
 - Alcatel OneTouch Idol 3 4.7 inch smartphone
 - Alcatel OneTouch Idol 3 5.5 inch smartphoneduring the time period of January 1, 2015 – December 27, 2016, you are a Class Member and may be eligible to make a claim and seek the relief described herein.
- All claims must be made during a 365-day claim period that begins on _____, 2018 and ends on _____, 2019 (the “Claims Bar Date”). If the case is appealed, the claim period may be delayed.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

JOIN THE SETTLEMENT BY SUBMITTING A CLAIM FORM	<p>If you choose to be included, you will share in the settlement and be eligible for either a new phone or restoration of Band 12 capability on your smartphone. By joining the settlement, you give up rights to separately bring a lawsuit on your own against any of the Defendants for the same claims in this lawsuit.</p> <p>If you want to be included, you must complete and return the claim form included with this Notice. You must do so no later than _____ [a date ___ days from notice, the notice period re-starts if the notice is returned undeliverable and a new address is located]. You can sign the claim form electronically by visiting www.AlcatelBand12settlement.com, or you can return it in the enclosed envelope, or you can send it by fax to _____.</p>
DO NOTHING	<p>By doing nothing, you will not receive any relief from the settlement. If the Court approves the Settlement and that approval becomes final, you will be deemed to have released and waived any claims, which were, or could have been, alleged in the lawsuit for removal of Band 12.</p>

REQUEST TO BE EXCLUDED	You may exclude yourself from the Settlement by submitting a “Request for Exclusion” to counsel for the Parties, as detailed below, by [date]. If you exclude yourself, you will not participate in these proceedings, nor will you receive any relief from this Settlement. You also will retain the right to assert any claims you may have against Defendants for their removal of Band 12. Note that you have a right to opt out of the Settlement only if you purchased one of the Idol 3 Smartphones and have not objected to the Settlement.
FILE AN OBJECTION	<i>If you do not</i> submit a timely and complete Request for Exclusion, you can object to the terms of the Settlement, and/or the attorneys’ request for fees and expenses, and/or the Settlement Class Representatives’ request for Incentive Awards. Any objections to the Settlement must be filed with the Court and served on Counsel for the Parties by [date]. More details on objecting are set forth in the answers to questions 16 through 18 below. Note that if the Court approves the Settlement despite your or any other objections and you have not submitted a claim form, you will not receive any relief from the Settlement.

These rights and options – **and the deadlines by which to exercise them** – are explained in this Notice.

The Court that is supervising this case has granted preliminary approval of the Settlement, but still has to decide whether to grant final approval. The final approval hearing will take place on _____, 2018. Settlement benefits will be distributed only if and after the Court grants final approval of the Settlement and any appeals are resolved.

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BASIC INFORMATION

1. Why was this Notice issued?

The Court issued this Notice because you have a right to know about a proposed Settlement of a class action lawsuit that the Court has preliminarily approved. You also are entitled to know how you may make a claim for certain benefits of the Settlement and about all of your options. If the Court grants final approval and any appeals are resolved (this date will be referred to as “the Settlement Effective Date”), valuable benefits will be distributed to certain qualifying Persons who made a claim within the Claim Period.

2. What is this lawsuit about?

The people who filed the class action are called the “Plaintiffs” and TCL Communication, Inc. *et al.*, are the “Defendants.” A lawsuit was filed in federal court in North Carolina, captioned *Matthews, et al. v. TCL Communication, Inc. et al.*, Case No. 3:17-cv-95 (W.D.N.C.), which alleges that Defendants marketed, warranted and sold Alcatel OneTouch Idol 3 4.7 inch and 5.5 inch smartphones as possessing compatibility with LTE Band 12, a frequency on which mobile phones operate for high speed communication. Plaintiffs further contended that Defendants removed LTE Band compatibility from all OneTouch Idol 3 Smartphones in a software update, greatly reducing the functionality of the OneTouch Idol 3 Smartphones. Plaintiffs assert legal claims on behalf of themselves and all members of the “Settlement Class,” defined below. Those claims include claims that Defendants violated the North Carolina Unfair and Deceptive Trade Practices Act, the Kentucky Consumer Protection Act, and breached express and implied warranties to purchasers of the OneTouch Idol 3 Smartphones. Alcatel denies these claims, as well as any wrongdoing in the sale, distribution or marketing of the OneTouch Idol 3 Smartphones. More information can be found at www.AlcatelBand12settlement.com, by writing to Plaintiffs’ Class Counsel: Nicholas A. Migliaccio and Jason S. Rathod of Migliaccio & Rathod LLP, 412 H Street NE, Suite 302, Washington, D.C. 20003; and Gary E. Mason of Whitfield Bryson & Mason, LLP, 5101 Wisconsin Ave NW, Ste 305, Washington, DC 20016; or by calling 1-800_____. A copy of the Settlement Agreement will be available at www.AlcatelBand12settlement.com, and is also on file with the Court.

3. Why is this a class action?

In a class action, one or more person(s) called “Class Representatives” sue on behalf of themselves and others with similar claims. All of these people together are called a “Class,” and individually, are called “Class Members.” The Court appointed Plaintiffs as Class Representatives for purposes of this Settlement. The “Settlement Class Members” are all people who reside in North Carolina or Kentucky who purchased one of the Idol 3 Smartphones and who do not properly or timely exercise their rights to opt out of the Settlement.

4. Why is there a Settlement?

The Court did not decide in favor of either Plaintiff or Defendants. Instead, both sides agreed to a Settlement. The Class Representative and the attorneys that have been appointed by the Court to represent the Class believe that the Settlement is in the best interests of all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are entitled to Settlement benefits if you reside in North Carolina or Kentucky and purchased either an Alcatel OneTouch Idol 3 4.7 inch or 5.5 inch Smartphone during the time period of January 1, 2015 – December 27, 2016 and used the T-Mobile network, which includes the following mobile virtual network operators (“MVNOs”): _____.

6. What Alcatel Smartphones are included in the Settlement?

Alcatel OneTouch Idol 3 4.7 inch and 5.5 inch Smartphones purchased during the time period of January 1, 2015 – December 27, 2016.

7. Are there exceptions to being included in the Settlement?

Excluded from the Settlement Class are Defendants; its parent companies, affiliates or subsidiaries, or any employees thereof, and any entities in which any of such companies has a controlling interest; the judge or magistrate judge to whom the Action is assigned; and, any member of those judges’ staffs and immediate families.

8. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement Class, you may visit www.AlcatelBand12settlement.com for more information, or call 1-800_____, and ask for assistance.

THE SETTLEMENT BENEFITS: WHAT YOU GET AND HOW YOU GET IT

9. What does the Settlement provide?

For each eligible Settlement Claim Member who submits a valid Claim Form and Release that includes evidence that the Settlement Class Member’s Idol 3 Smartphone used the T-Mobile Network, which includes the following mobile virtual network operators (“MVNOs”): _____, Defendants will, at their sole and exclusive option, either: (1) reinstate LTE Band 12 functionality on the particular Settlement Class Member’s Idol 3 Smartphone within a reasonable period of time not to exceed 3 months from the Court’s Final Order approving the Settlement or ; or (2) provide a comparable replacement Alcatel smartphone (i.e., one with a manufacturers’ suggested retail price of at least \$179.99 and LTE Band 12 compatibility) for each Idol 3 Smartphone originally purchased by a Settlement Class Member within a reasonable period of time not to exceed 3 months from the Court’s Final Order approving the Settlement (“the Award Deadline”), or within one (1) month of the receipt of a valid and timely Claim Form if the Claim Form is received after the Award Deadline.

10. What claims against Alcatel am I releasing?

If you are a Settlement Class Member, when the Settlement becomes final – even if you do not claim the benefits described in Answer 9 – you will be releasing Defendants and their officers, directors, employees, and related corporate entities, from any liability for all claims associated with this case, and you will be bound by the release included in the Settlement Agreement. A copy of the Settlement Agreement containing the release is available at www.AlcatelBand12settlement.com.

THE LAWYERS REPRESENTING PLAINTIFFS

11. Do I have a lawyer in this case?

Yes. Nicholas A. Migliaccio and Jason S. Rathod of Migliaccio & Rathod LLP, 412 H Street NE, Suite 302, Washington, D.C. 20003; and Gary E. Mason of Whitfield Bryson & Mason, LLP, 5101 Wisconsin Ave NW, Ste 305, Washington, DC 20016 have been appointed by the Court to represent you and the other Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. How will the lawyers be paid?

Plaintiffs’ counsel will ask the Court to award attorneys’ fees and of no more than \$120,000 and to award reimbursement of reasonable expenses incurred in litigating this case. The Court may award a different

amount. If the Court does award attorneys' fees and reimbursement of expenses, Defendants have agreed to pay whatever amounts are awarded by the Court. Separate and apart from the Settlement consideration described in Answer 9 and Answer 10 above, Defendants will separately pay the fees and expenses that the Court awards, as well as the costs to provide notice to the Settlement Class and to administer the Settlement. These amounts will not come out of the funds for benefits to Settlement Class Members and others. No Settlement Class Member will pay anything.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. What do I do if I do not want to be included in the Settlement?

You have a right to exclude yourself or "opt out" of the Settlement. To opt out, you must personally sign and mail a request for exclusion to the following address:

Alcatel OneTouch Idol 3 Settlement
c/o RG2 Claims Administration
P.O. Box 59479
Philadelphia, PA 19102-9479

You must personally sign the exclusion request and identify the Alcatel Idol OneTouch 3 Smartphone that you purchased. You must also clearly state that you wish to be excluded from the Settlement Class. Your request must: (i) identify the Alcatel Idol OneTouch 3 Smartphone that you purchased; (ii) clearly express your desire to be excluded or to "opt out" from the Settlement Class; (iii) include your name, address and telephone number, and, if represented by counsel, counsel's name, address and telephone number.

Your exclusion request must be mailed to the address set forth above and must be postmarked no later than _____, 2018 or it will not be accepted. If you do not specifically request to be excluded by following these directions, you will automatically be a member of the Settlement Class. If you opt out of the Settlement Class, you will not be eligible for any Settlement benefits, and will waive all rights to object to the Settlement. Similarly, if you file an objection to the Settlement with the Court (see Question 15 below), you will not be able to exclude yourself from the Settlement Class.

14. What happens if I don't opt out before _____, 2018?

If the proposed Settlement is approved and you are a Settlement Class Member who does not properly and timely exclude yourself from the Settlement Class, all claims that you may have now or in the future against Defendants with respect to the removal of LTE Band 12 functionality on the Idol 3 Smartphones, excluding any claims for personal injury that may be related to the removal of LTE Band 12 functionality on the Idol 3 Smartphones, and you will be prohibited from bringing any such claims in the future on your own behalf.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I like or don't like the Settlement?

If you are a Settlement Class Member, you can express your objection to the Settlement. The Court will consider your views. To object, you must send a letter to Plaintiffs' and Defendants' Counsel at the address below saying that you object to the terms of the Settlement. Your objection must: (i) identify the Class Smartphone that you purchased by model number and serial number; (ii) state in detail the legal and factual ground(s) for your objection; (iii) include your name, address and telephone number, and, if represented by counsel, counsel's name, address and telephone number; (iv) indicate whether you or your attorney intend to speak at the Fairness Hearing; and (v) be signed by you. If you are represented by your own separate counsel, that attorney will also need to file his or her appearance with the Court by no later than _____, 2018.

Please include the phrase “*Matthews, et al. v. TCL Communication, Inc. et al.*, Case No. 3:17-cv-95 (W.D.N.C.),” below the Defendants’ Counsel’s address on the envelope containing your objection.

You must also deliver the objection to Plaintiffs’ and Defendants’ Counsel at the following addresses, so that it is *received* by no later than ____, 2018.

CLASS COUNSEL FOR PLAINTIFF AND THE SETTLEMENT CLASS:

Nicholas A. Migliaccio, Esq.
Migliaccio & Rathod LLP
412 H Street, N.E.
Suite 302
Washington, DC 20002

COUNSEL FOR DEFENDANTS:

Thomas J. Sullivan, Esq.
Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103-2921

If you send an objection to the Settlement to Plaintiffs’ and Defendants’ Counsel, you will waive all rights to exclude yourself from the Settlement Class.

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

The Court will hold a Fairness Hearing before the Honorable Frank D. Whitney at ____ p.m. on _____ in Courtroom ____ of the United States District Court for the Western District of North Carolina, 195 Charles R. Jonas Building, 401 W. Trade Street, Charlotte, NC 28202. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court also may decide how much to pay Plaintiffs’ Counsel. After the hearing, the Court will decide whether to grant final approval of the Settlement. We do not know how long these decisions will take.

17. Do I have to attend the hearing?

No. Plaintiffs’ Counsel will answer any questions that Judge Whitney may have. However, you are welcome to come at your own expense. You also may pay your own lawyer to attend the Fairness Hearing on your behalf. If you file an objection, you do not have to come to Court to discuss it. As long as your written objection is received before the deadline, and you have followed the directions contained in the Answer to Question 15 above, the Court will consider the information provided in your written objection.

18. May I speak at the hearing?

That will be up to Judge Whitney. If you have submitted a timely written objection pursuant to Answer to Question 15 above and have indicated your intent to appear at the Fairness Hearing, you may ask the Court for permission to speak at the Fairness Hearing.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, you will be a Member of the Settlement Class. However, you will not get any Settlement benefits unless you submit a valid Claim Form and Release. **Moreover, any and all claims you have relating to**

removal of LTE Band 12 functionality on the Idol 3 Smartphones, excluding any claims for personal injury that may be related to the removal of LTE Band 12 functionality on the Idol 3 Smartphones, will be released. If you do nothing, the rights you will release may be significant and include, but are not limited to, the following:

- All claims relating to the removal of the LTE Band 12 functionality from Idol 3 Smartphones based in tort, contract, or statute;
- All claims for money damages and equitable relief; and
- All claims for violations of the Kentucky Consumer Protection Act, the North Carolina Consumer Protection Act, breach of contract, breach of express warranty, breach of implied warranty of merchantability, fraudulent and/or negligent misrepresentation, violation of the Magnuson-Moss Warranty Act, unjust enrichment, and declaratory relief.

20. How do I get more information?

If you think you may be a Settlement Class Member or may have purchased an Idol 3 Smartphone and would like more information about the lawsuit or the terms of the proposed Settlement, you may review the pleadings, records and other papers on file in this lawsuit, including the Court's Order regarding the Preliminary Approval of Class Settlement and the proposed Settlement Agreement, which may be inspected on weekdays, during normal business hours, at the Clerk's Office, United States District Court for the Western District of North Carolina, 195 Charles R. Jonas Building, 401 W. Trade Street, Charlotte, NC 28202, or at www.pacer.gov. The Preliminary Approval Order and Settlement Agreement will also be available on www.AlcatelBand12settlement.com. For information on any matters contained in this Notice, you may write to or call Plaintiffs' Counsel:

Nicholas A. Migliaccio, Esq.
Migliaccio & Rathod LLP
412 H Street, N.E.
Suite 302
Washington, DC 20002
Telephone: (202) 470-3520

You may also visit www.AlcatelBand12settlement.com for more information, or call 1-800-_____, and ask for assistance.

PLEASE DO NOT CONTACT THE COURT DIRECTLY WITH QUESTIONS ABOUT THE SETTLEMENT.

Dated: _____, 2018