

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into on this 31st day of March, 2025, by and among Plaintiff Class Representatives Allan Herdemian, Eli Andrews, Amy Damschen, Gage Davelaar, Eric Barnhart, and April Day, (“Class Representatives”) on their own behalf and on behalf of all other class members, and Defendants Go Wireless, Inc. (“GWI”) and HUKL Investments, Inc. f/k/a Go Wireless Holdings, Inc. (“GWH” and together with GWI as “Defendants”).

I. DEFINITIONS

The following terms used in this Agreement shall have the meanings ascribed to them below:

1. **“Action”** means the currently pending matter in the District Court of the State of Nevada, for the County of Clark, titled *In re: Go Wireless Commission Litigation*, Clark County District Court Case No. A-17-752802.
2. **“Approved Administration Costs”** means the Court-approved amount to reimburse the cost/fees of the Settlement Administrator in an amount not to exceed \$175,000.00.
3. **“Approved Attorneys’ Fees and Costs”** means the Court-approved amount of attorneys’ fees and out-of-pocket litigation costs and expenses to be paid to Class Counsel for their reasonable attorneys’ fees and reimbursement of costs and expenses incurred to prosecute the Action, including (a) an amount not to exceed 40% of the Gross Settlement Amount for attorneys’ fees and (b) the actual amount of costs and expenses, which shall not exceed \$850,000.00.
4. **“Approved Service Awards”** means the Court-approved amount of service awards to be paid to Class Representatives for initiating the Action and providing services in support of the Action in an amount not to exceed: Twelve Thousand, Five Hundred Dollars (\$12,500) for Allan Herdemian; Seventy Five Hundred Dollars (\$7,500) each for Eli Andrews and Amy Damschen; and Five Thousand Dollars (\$5,000) each for Gage Davelaar, Eric Barnhart, and April Day, for a total of not greater than Forty Two Thousand, Five Hundred Dollars (\$42,500.00).

5. **“Class Counsel”** means attorneys: J. Randall Jones, Esq. of Kemp Jones, LLP; Brian S. Kabateck, Esq. and Shant Karnikian, Esq. of Kabateck LLP; Brandon C. Fernald, Esq. of Fernald Law Group LLP; Sean E. Macias, Esq. of Macias Counsel, Inc.; and Michael J. Gayan, Esq. of Claggett & Sykes Law Firm.
6. **“Class Members”** means all persons who worked in GWI’s retail stores located nationwide from May 1, 2014, to July 31, 2019, including wireless consultants, assistant store managers, store managers, multi-store managers, district managers, sales directors, and other retail employees who received some or all of their pay in commissions.
7. **“Class Member Settlement Participant”** means Class Members who are current employees of Victra and Class Members who the Settlement Administrator approves through the Confirmation Process as having a verified identity in connection with their Response (as further explained in Paragraph 49 of this Agreement).
8. **“Class Notice Period”** means the period of time from the initial date of mailing of the Short-Form Notices to the date ninety (90) days after the mailing.
9. **“Class Period”** means the period of time from May 1, 2014, to July 31, 2019.
10. **“Class Representatives”** means Allan Herdemian, Eli Andrews, Amy Damschen, Gage Davelaar, Eric Barnhart, and April Day.
11. **“Class Website”** means the internet-based website established by the Settlement Administrator for the purpose of providing information to, and identity verification of, Class Members.
12. **“Court”** means the Eighth Judicial District Court of the State of Nevada, for the County of Clark.
13. **“Defendants”** means Go Wireless, Inc., a Nevada corporation (“GWI”), and HUKL Investments, Inc. f/k/a Go Wireless Holdings, Inc., a Nevada corporation.
14. **“Released Parties”** means Defendants and any and all of their past, present, and successor companies, including all divisions, subsidiaries, affiliates, related corporations and entities, predecessors, members, stockholders, directors, officers, employees, agents, insurers, reinsurers, sureties, attorneys, experts, consultants, designers, lenders, mortgage

holders, predecessors, partners, joint ventures, legal representatives, heirs, administrators, trustors, trustees, beneficiaries, creditors, assigns, lessees, tenants, legal and equitable owners, and assigns.

15. **“Defendants’ Counsel”** means attorneys: John R. Bailey, Esq., Dennis L. Kennedy, Esq., Joseph A. Liebman, Esq., and Paul C. Williams of Bailey Kennedy, LLP; and Scott M. Mahoney, Esq. and Allison L. Kheel, Esq. of Fisher & Phillips LLC.
16. **“Final Approval Order”** means the Order entered by the Court in the Action that approves the material terms and conditions of this Agreement, including the distribution of the Gross Settlement Amount, as contemplated by NRCP 23 after notice to the Class Members and a final fairness hearing.
17. **“Gross Settlement Amount”** means the maximum amount that GWI shall pay in connection with this Settlement, in exchange for the release of the Class Members’ Released Claims. The Gross Settlement Amount is the gross sum of Thirteen Million Dollars and No Cents (\$13,000,000.00), which includes (i) all settlement payments to all Class Member Settlement Participants; (ii) Approved Service Awards; (iii) Approved Administration Costs; and (iv) Approved Attorneys’ Fees and Costs.
18. **“Long-Form Notice”** means the detailed notice of the proposed settlement, which is provided to Class Members and includes information about the nature of the litigation, the terms of the settlement, the rights of Class Members, and the procedures for exercising those rights. The Long-Form Notice shall be made available through the Class Website or, if requested by a Class Member, by direct mail in paper hard-copy format, and shall be in a form substantially similar to the version approved by the Court. The proposed Long-Form Notice is attached to this Agreement as Exhibit “B.”
19. **“Net Settlement Amount”** means the amount remaining from the Gross Settlement Amount after deductions of the: (i) Approved Service Awards; (ii) Approved Administration Costs; and (iii) Approved Attorneys’ Fees and Costs.
20. **“Notices of Settlement”** means the Long-Form Notice and Short-Form Notice.
21. **“Parties”** means Class Representatives and Defendants.

22. **“Preliminary Approval Date”** means the date the Court enters the Preliminary Approval Order.
23. **“Preliminary Approval Order”** means an order, the entry of which will be sought in the Joint Motion for Preliminary Approval, for preliminary approval of this Agreement as a fair and reasonable settlement as contemplated by NRC 23, directing the Notices of Settlement to the Class Members, and scheduling a final fairness hearing.
24. **“Released Claims”** means any and all known and unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights or recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature—including without limitation any and all actual or potential actions, losses, judgments, fines, debts, liabilities (including joint and several), liens, causes of action, demands, rights, damages, penalties, punitive damages, costs, expenses (including attorneys’ fees and legal expenses), indemnification claims, contribution claims, obligations, compensation, and claims for damages or for equitable or injunctive relief of any nature (including but not limited to antitrust, contract, tort, conspiracy, unfair competition, or unfair trade practice claims)—known or unknown, suspected or unsuspected, asserted or unasserted, direct or derivative, based upon, arising from, or relating to the factual predicates of the Action, or any complaint or pleading therein, from the beginning of time until final approval of this Agreement, including the Class Representatives’ claims alleged in the First Amended Class Action Complaint, breach of contract, quantum meruit, failure to pay wages under NRS 608.140, unjust enrichment, and conversion.
25. **“Remainder Fund”** means the balance of the Gross Settlement Amount (i.e., \$13,000,000), plus all accrued interest, in the Qualified Settlement Fund, defined in Section V below, that is not used to pay the Class Member Settlement Participants, the Approved Attorneys’ Fees and Costs, the Approved Administrative Costs, the Approved Service Awards, or any other incidental expenses ordered by the Court at any time.
26. **“Settlement Effective Date”** means the first day following: (i) if there is no objection made and the Court has not modified the terms of this settlement, the entry of the Court’s

Final Approval Order; (ii) if an objection has been made to final approval of the settlement and/or the Court has modified the terms of the settlement but no appeal has been taken, the date on which the objector's and/or party's time to appeal the Final Approval Order has expired with no appeal or other judicial review having been taken or sought; or (iii) if an objection has been made to final approval of the settlement and/or the Court has modified the terms of the settlement and an appeal of the Final Approval Order has been timely filed, the date the Final Approval Order is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review or the date the appeal(s) or other judicial review are finally dismissed with no possibility of subsequent appeal or other judicial review.

27. **"Settlement Award"** means the payment that each Class Member Settlement Participant shall be entitled to receive pursuant to the terms of this Agreement.
28. **"Short-Form Notice"** means the summary notice of the proposed Settlement, which provides a concise description of the litigation, the key terms of the Settlement, and the rights of Class Members. The Short-Form Notice is designed to direct Class Members to the Class Website and a more detailed Long-Form Notice, and shall be disseminated through appropriate means, mail, email, or other Court-approved methods, in a form substantially similar to the version approved by the Court. The proposed Short-Form Notice is attached to this Agreement as Exhibit "A."

II. RECITALS

29. **Procedural History:** There is currently pending in the Eighth Judicial District Court of the State of Nevada, for County of Clark, a class action entitled *In re: Go Wireless Commission Litigation*, Case No. A-17-752802, which seeks recovery on behalf of a class of all persons who worked in GWI's retail stores during the Class Period.
 - a. During the Class Period, GWI operated Verizon Wireless branded retail stores throughout the United States. These stores staffed certain positions, such as wireless consultant, assistant manager, and store manager, that were compensated, in part, by commissions. Commissions were paid on the sale of, among other things, handsets, activations, upgrades, insurance, accessory packages, and

accessories. Plaintiff Allan Herdemian (“Plaintiff”) was employed by GWI first as a wireless consultant and then as a store manager at various retail store locations from June 1, 2015, until April 30, 2016. Plaintiff’s compensation for these positions included sales-based commissions.

- b. On March 21, 2017, Plaintiff filed a Class Action Complaint against Defendants on behalf of himself and others similarly situated, alleging causes of action for breach of contract, quantum meruit, failure to pay wages under NRS 608.140, unjust enrichment, and conversion, alleging Defendants failed to calculate and pay commissions in accordance with the terms of its commission agreements.
- c. The proposed class included all persons nationwide who worked at GWI’s retail stores within the preceding four years, including salespersons, assistant managers, store managers, regional managers, and other retail employees, who received some or all of their pay in commissions, and who did not receive all of their commissions payable pursuant to their commission agreements with GWI.
- d. On February 14, 2019, Plaintiff moved for class certification. After a brief removal to Federal court and subsequent remand, on March 12, 2020, the Court entered its formal Findings of Fact, Conclusions of Law, and Order Granting Plaintiff’s Motion, certifying a Nevada Class and a Nationwide Class both with class periods from “March 21, 2013, through the present.” Immediately thereafter, the Parties stipulated to narrow the class period to “May 1, 2014, to April 30, 2016,” although Plaintiff retained the right to seek to expand the class period following class discovery, including discovery into the temporal scope of the class, and GWI retained the right to move for decertification.
- e. In February 2021, Plaintiff filed a First Amended Class Action Complaint, alleging claims for breach of contract, quantum meruit, failure to pay wages under NRS 608.140, unjust enrichment, and conversion, and adding five additional plaintiffs: Eli Andrews, Amy Damschen, Gage Davelaar, April Day, and Eric Barnhart (together with Plaintiff Allan Herdemian, the “Plaintiffs”).

- f. In December 2021, Plaintiffs filed a Motion to Appoint Additional Class Representatives and Amend the Class Definitions by adding two job positions (i.e., district manager and sales director) and extending the temporal scope of the class definitions of both the Nevada Class and Nationwide Class through July 31, 2019.
 - g. On February 21, 2023, the Court issued its formal Findings of Fact, Conclusions of Law, and Order Granting Plaintiffs' Motion to Appoint Additional Class Representatives and Amend the Class Definitions, adding the five additional Plaintiffs and amending the class definition to include district manager and sales directors and extending the temporal scope of the class definitions of both the Nevada Class and Nationwide Class through July 31, 2019.
- 30. **Class Notice:** Pursuant to Court Orders following certification, Class Counsel mailed Court-approved notices to all potential class members that the class was certified, giving Class Members an opportunity to opt out of the Class at that time. The notices of class certification were issued as follows:
 - a. 5,047 notices were sent to potential Class Members on May 26, 2020;
 - b. 133 notices were sent to potential Class Members on May 13, 2021;
 - c. 989 notices were sent to potential Class Members on August 13, 2021; and
 - d. 15,648 notices were sent to potential Class Members on March 21, 2023.
- 31. **Mediation History:** The Parties engaged in multiple mediation sessions in this matter:
 - a. Prior to entering into this Agreement, the Parties participated in numerous attempts to resolve the Action both as part of negotiations and during mediations supervised by retired judicial officers. Specifically, on September 2, 2022, the Parties participated in a mediation with Los Angeles Superior Court Judge Marc Marmaro (Ret.) and again with Judge Marmaro on November 11, 2022. In between those two formal mediations, the Parties' experts held joint expert meetings and exchanged information to facilitate negotiations.

- b. On March 12, 2024, the Parties attended a full day mediation session with the Hon. Elizabeth “Betsy” Gonzalez (Ret.). This was both proceeded with and followed by informal settlement discussions between counsel for the Parties.
- c. On January 6, 2025, the Parties participated in a full-day mediation session with the Hon. Elizabeth “Betsy” Gonzalez (Ret.). As a result of the full-day mediation, and weeks of subsequent work by counsel for the Parties to reach agreement on the details of the Gross Settlement Amount, notice procedures, release of claims, etc., the Parties reached an amicable settlement that is memorialized in this Agreement.
- d. On February 14, 2025, the Parties also participated in a mediation session with the Hon. Elizabeth “Betsy” Gonzalez (Ret.), where, pursuant to the mediator’s recommendation, the Parties agreed to the following:
 - i. Plaintiffs may seek an award of attorneys’ fees in the amount of 40% of the Gross Settlement Amount, which will be subject to the Court’s review and approval under NRCP 23.
 - ii. Plaintiffs may seek an award of costs in an amount not to exceed Eight Hundred and Fifty Thousand Dollars (\$850,000), which will be subject to the Court’s review and approval under NRCP 23.
 - iii. Plaintiffs may seek Service Awards in the following amounts subject to the Court’s review and approval under NRCP 23: Twelve Thousand, Five Hundred Dollars (\$12,500) for Allan Herdeman; Seventy Five Hundred Dollars (\$7,500) each for Eli Andrews and Amy Damschen; and Five Thousand Dollars (\$5,000) each for Gage Davelaar, Eric Barnhart, and April Day, for a total of not greater than Forty Two Thousand, Five Hundred Dollars (\$42,500.00).
 - iv. Settlement administration costs will not exceed One Hundred and Seventy-Five Thousand Dollars (\$175,000) subject to the Court’s review and approval under NRCP 23.

32. **Exchange of Information:** The Parties have agreed to defer further discovery and associated disputes in favor of pursuing settlement. In an effort to reach a settlement in this lawsuit and as part of the lawsuit, the Parties engaged in significant discovery, including but not limited to Defendants' production of extensive commission data, depositions of essential witnesses, and the engagement of experts to analyze employees' payroll data.
33. **Production of Class Member Data:** Within seven (7) days of the Court's entry of an order granting preliminary approval, in order to facilitate notice and disbursement of settlement funds to Class Member Settlement Participants, counsel for Defendants provided Class Counsel with a data file listing the names, last known addresses, available personal e-mail addresses, available personal phone numbers, and (through a confidential method) the social security numbers of all Class Members or the last four digits of the of social security numbers of the Class Members for whom the full numbers are unavailable.
34. **Class Counsel's Investigation:** Class Counsel made a thorough and independent investigation of the facts and law relating to the allegations in the Action including working with multiple experts to develop damages models for the Class Members' claims. In agreeing to this settlement, Class Counsel and Class Representatives have considered: (1) the facts and data produced in discovery and the Parties' mediation process and the law applicable thereto; (b) the attendant risks of continued litigation and the uncertainty of the outcome of the claims alleged against Defendants; and (c) the desirability of consummating a settlement according to the terms of this Agreement. The information exchanged by the Parties through discovery and mediation was sufficient to reliably assess the merits of the Parties' respective positions and to compromise the issues on a fair and equitable basis. Class Counsel and Class Representatives have concluded that the terms of this Agreement are fair, reasonable and adequate, and that it is in the best interests of Class Representatives and the Class Members to settle their claims against Defendants pursuant to the terms set forth herein.
35. **Defendants' Denial of Wrongdoing:** Defendants have denied and continue to deny that they have liability for the wrongs alleged in the Action and/or that any liability reaches the level alleged by the Class Representatives on behalf of the Class Members in the

Action or otherwise. Defendants contend that they have dealt legally and fairly with Class Representatives and the Class Members during the Class Period. Defendants deny that Class Representatives and/or the Class Members would be entitled to statutory and/or civil penalties as a result of Class Representatives' claims in this Action. Nothing contained herein, nor the consummation of this Agreement, is to be construed or deemed an admission of liability, culpability, negligence, willfulness, lack of good faith, or wrongdoing on the part of Defendants or their employees and agents, who expressly deny any liability, wrongdoing, impropriety, responsibility or fault whatsoever. Nevertheless, Defendants have concluded that further litigation would be protracted, expensive and would divert management and employee time. Defendants have taken into account the uncertainty, risk and burdens inherent in litigation, and have concluded that it is appropriate to fully and finally settle the Action in the manner and upon the terms set forth in this Agreement.

36. **Inadmissibility of Agreement:** Neither this Agreement, nor any document, statement, proceeding or conduct related to this Agreement, nor any report or account thereof, shall in any event be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendants and/or the Released Parties, including any evidence of an admission, concession, presumption or indication by Defendants and/or the Released Parties of any fault, wrongdoing, culpability, or liability of any kind. Nor shall this Agreement be disclosed, referred to, or offered or received in evidence against Defendants and/or the Released Parties in this Action, or in any other civil, criminal, or administrative action or proceeding, except for the purpose of settling this Action or enforcing this Agreement.
37. **Contingent Nature of the Agreement:** The Parties recognize that Court approval of this settlement is required to effectuate the settlement, and that the settlement will not become operative until the Court grants final approval of it, the settlement becomes final, and the Settlement Effective Date occurs.
38. **Cooperation:** The Parties agree to cooperate and take all steps necessary and appropriate to obtain preliminary and final approval of this Agreement and to dismiss the Action with prejudice upon complete performance of the terms and conditions of the Agreement.

39. **Settlement:** In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the respective Parties, it is hereby agreed, by and among the undersigned, subject to final approval of the Court and the other conditions set forth herein, that Class Representatives' and the Class Members' claims as described herein against Defendants shall be settled, compromised, and dismissed on the merits and with prejudice, and that the Class Members' Released Claims shall be finally and fully compromised, settled, released, and dismissed with prejudice as to the Defendants and the Released Parties, in the manner and upon the terms and conditions set forth herein.
40. **Settlement Administrator:** Based on the agreement of the Parties, Apex Class Action LLC has agreed to act as the Settlement Administrator wherein it shall provide all administrative acts associated with (among other things) providing notice to class member, verifying class members' identities, causing a settlement account as a qualified settlement fund to be established and managed for the Class Members' benefit, and processing payments to qualified class member and others as provided for by the Agreement and Order of the Court.

III. RELEASES

41. In exchange for the consideration set forth in this Agreement, Class Representatives and the Class Members agree to release the Released Claims as set forth herein as applicable. Upon the Settlement Effective Date, Class Representatives and Class Members shall be deemed to have released and forever discharged the Defendants and the Released Parties from any and all Released Claims.
42. Upon entry of the Final Approval Order, Class Representatives and Class Members shall be deemed to have fully, finally, and forever released Defendants, Defendants' Counsel, and the Released Parties from all Class Representatives' and Class Members' Released Claims.
43. Upon entry of the Final Approval Order, Defendants hereby release, acquit, forever discharge, waive, and absolve the Class Representatives, Class Members, and Class Counsel from any claim related to and/or arising out of the Action.

IV. **NOTICE AND SETTLEMENT IMPLEMENTATION**

44. The Parties agree to the following procedures for obtaining preliminary approval of the settlement, and notifying the Class Members of this settlement:
45. **Motion for Preliminary Approval Order:** Class Counsel will prepare a Joint Motion for Preliminary Approval of the Settlement, to be filed no later than March 31, 2025, unless the Parties agree to extend that date. The Motion will seek an order: (i) approving the Gross Settlement Amount; (ii) preliminarily approving this Agreement; (iii) approving the Settlement Administrator; (iv) approving the Settlement Administrator to provide the Notices of Settlement as provided for in this Agreement; and (v) setting a date for the Final Approval Hearing, which shall not be less than one hundred twenty (120) days after the Preliminary Approval Order.
46. **Short Form Notice:** The Settlement Administrator shall be responsible for preparing and transmitting the Short-Form Notice to all Class Members. The proposed Short-Form Notice is attached to this Agreement as Exhibit “A.” The Short-Form Notice shall be sent via: (a) direct-mail to each Class Member’s last known address provided by Defendants (run through USPS national change of address database and any other current direct-mail notice methods used by claims administrators to maximize reach of direct-mail notices); and (b) where possible, email, text, and/or telephone notice (e.g., current Victra employees who are class members).
47. **Class Website:** The Settlement Administrator shall create a website for the settlement, which will allow Class Members to view the Notices of Settlement, this Agreement, and all papers filed by Class Counsel to obtain preliminary and final approval of the Agreement. Additionally, the Class Website will provide contact information for Class Counsel and the Settlement Administrator and will allow Class Members to electronically submit information confirming their identity. The Settlement Administrator will provide Class Counsel and Defendants’ Counsel with a preview of the proposed Class Website. Class Counsel and Defendants’ Counsel must approve the Class Website before it goes live, and also must approve any subsequent modifications. The Settlement Administrator shall also create a toll-free call center to field telephone inquiries from Class Members during the Class Notice Period. The Class Website will also allow the Settlement

Administrator to verify the identity of the Class Members and, once verification has been confirmed, allow each individual Class Member to find out the estimated amount s/he will receive from the settlement.

48. **Long-Form Notice:** Among other things, the Class Website shall include a copy of the Long-Form Notice. The proposed Long-Form Notice is attached to this Agreement as Exhibit “B.” The Long-Form Notice includes the following information:
- a. The nature of the claims;
 - b. The Gross Settlement Amount;
 - c. The estimated fees/costs to be paid from the Gross Settlement Amount, if approved by the Court at the final approval hearing;
 - d. The identification of Class Counsel and Settlement Administrator;
 - e. The general terms and conditions of the settlement;
 - f. An overview of the Class Member’s legal rights and options under the settlement, including getting paid or objecting;
 - g. The Class Notice Period — i.e., the date by which Class Members must respond to the Settlement Administrator to be eligible to receive payment (except that Class Members who are current Victra employees will be required to follow the same procedures in order to receive payment through the Settlement Administrator but be automatically deemed verified Class Member Settlement Participants without having to verify their identity);
 - h. The date by which any objecting Class Member has to notify the Court of his/her objection(s) to the settlement, which date shall be 60 days from the sending of the Short-Form Notice, with a notation that any appeal from the Court’s ruling on an objection may require bonding to be posted by the objecting Class Member in an amount ordered by the Court;
 - i. When and where the Court will decide whether to approve the settlement, e.g. the date, time, and location of the final approval hearing;

- j. A detailed description of why they are receiving the notice;
 - k. A detailed description of what the Action is about; and
 - l. A detailed description of how they must verify their identity to participate in the settlement.
49. **Verification Process and Fraud Prevention:** The Parties are mutually concerned about possible payments fraudulently elicited by individuals who are not Class Members because, in part, many former employees may have moved several times since their employment with GWI terminated. The Class Website will require Class Members to enter their unique Settlement Administrator-assigned ID number and provide the last four digits of their Social Security number. The Settlement Administrator will verify if these match before allowing them to proceed. The Settlement Administrator will also exercise fraud prevention via electronic payments (e.g., Venmo, Zelle, ACH). Banking information will be cross-checked for identity verification. In the event the Class Member is unable to (or chooses not to) use electronic payment services, the Settlement Administrator shall use its discretion in sending payment via check or other appropriate means that protects against fraudulent payments. The information provided by each Class Member who timely responds shall be referred to as a “Response.” After the Class Notice Period, the Settlement Administrator shall take the steps outlined above and within its discretion as needed to verify each Response with information contained in information/data previously provided by Defendants to ensure that each individual who submitted a Response is indeed a Class Member entitled to participate in the settlement (the “Confirmation Process”). The Confirmation Process by the Settlement Administrator shall include taking whatever steps are appropriate to ensure that any reporting requirements by the United States Internal Revenue Service are met. Only Class Members who submit a Response during the Class Notice Period and who have been verified through the Confirmation Process shall be allowed to participate in the settlement and to be deemed a Class Member Settlement Participant. This does not apply to any current Victra employees who are Class Members because their identities are known to Defendants and/or their successors.

50. Within seven (7) calendar days after the Preliminary Approval Order, the Settlement Administrator shall send the Short-Form Notice to each Class Member, by first-class U.S. Mail, postage prepaid, and by e-mail, if a personal e-mail address is available, and via SMS/text message if a cell phone number is available. The Settlement Administrator shall provide notice and proof (in the form of a declaration) to Class Counsel and Defendants' Counsel that the Notices of settlement have been mailed and transmitted.
51. In order to provide the best notice practicable, prior to mailing the Short-Form Notice, the Settlement Administrator will take reasonable efforts to identify current addresses for the Class Members via public and proprietary systems.
52. If any Short-Form Notice is returned as undeliverable to the Settlement Administrator, the Parties agree that the Settlement Administrator shall make all good faith and reasonable efforts to obtain an updated mailing address, including but not limited to using the National Change-of-Address database or equivalent, and/or by running a skip trace, and in the event a new address is obtained, the Settlement Administrator shall promptly re-mail the Short-Form Notice to the updated mailing address within seven (7) calendar days from the date the Settlement Administrator received the returned mail. The Settlement Administrator shall notify and provide proof to Class Counsel and Defendants' Counsel of any undeliverable Short-Form Notices and the date of any re-mailing if another address is obtained within the seven (7) day period set forth above.
53. **Objections to Settlement:** Any Class Member may object to this settlement provided that such objections are made within 60 days of the date of the Short-Form Notice, in writing, filed with the Court, and served on Class Counsel and Defendants' Counsel. In order for their objection to be considered, the Class Member must file a timely objection with the Court, stating: his or her name and address, the title of the Action and case number, a description of his or her objections, the reasons for the objections, a statement about whether or not the objector or his or her lawyer will appear at the Final Approval Hearing, and his or her signature. No individual may be heard at the Final Approval Hearing who has not complied with this requirement. The Long-Form Notice shall advise Class Members that objections shall only be considered if the Class Member has not previously excluded themselves from the Action. Any individual who fails to comply

with this requirement will be deemed to have waived any right to object and any objection to the settlement. Any appeal from the Court's ruling on an objection may require bonding to be posted by the objecting party in an amount ordered by the Court.

54. Upon receipt, counsel for the Parties shall promptly exchange with one another all objections or challenges to the settlement or any part thereof.
55. Each Class Member who does not timely and validly object to the settlement shall be bound by the release of the Released Claims and the dismissal of the Action with prejudice subject to the Court granting Final Approval under NRCP 23.
56. **Inquiries or Communications from Class Members:** The Settlement Administrator will respond to all inquiries or communications from Class Members by reference to the Agreement. If any inquiries cannot be resolved by reference to the Agreement, the Settlement Administrator shall raise such issues with Class Counsel and Defendants' Counsel for resolution. The Parties agree to cooperate to resolve any post-settlement inquiries or communications with Class Members.
57. **Settlement Administrator's Declaration:** Not later than fourteen (14) days before the date by which the Parties are required to file the Motion for Final Approval of the Settlement, the Settlement Administrator will provide to Class Counsel and Defendants' Counsel a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Notices of Settlement, the Notices of Settlement returned as undelivered, the re-mailing of Notices of Settlement (if any), attempts to locate Class Members, and the final number of Class Members who verified their identities with the Settlement Administrator. The Settlement Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Settlement Administrator's declaration(s) in Court.
58. **Final Approval Hearing.** Within thirty (30) days after the expiration of the Class Notice Period, and at least fourteen (14) days prior to the Final Approval Hearing, the Parties will jointly file a Motion for Final Approval of the Settlement. The Motion for Final Approval will apply to the Court for an Order finally approving the Settlement as fair,

adequate and reasonable, and will submit a proposed final order that, if entered, accomplishes the following:

- a. Finds dissemination of the Notices of Settlement was accomplished as directed and met the requirements of due process;
- b. Approves the settlement, adjudging the terms thereof to be fair, reasonable and adequate under NRCP 23;
- c. Approves the Gross Settlement Amount of \$13,000,000.00 as fair and reasonable under NRCP 23;
- d. Directs that the Gross Settlement Amount be distributed in accordance with the terms of this Agreement;
- e. Approves Class Counsel's Attorneys' Fees and Costs in an amount not to exceed 40% of the Gross Settlement Amount for attorneys' fees and the actual amount of costs and expenses, which shall not exceed \$850,000.00;
- f. Approves Service Awards to be paid to Class Representatives in an amount not to exceed Twelve Thousand, Five Hundred Dollars (\$12,500) for Allan Herdemian; Seventy Five Hundred Dollars (\$7,500) each for Eli Andrews and Amy Damschen; and Five Thousand Dollars (\$5,000) each for Gage Davelaar, Eric Barnhart, and April Day, for a total of not greater than Forty Two Thousand, Five Hundred Dollars (\$42,500.00);
- g. Approves Administration Costs in an amount not to exceed \$175,000.00;
- h. After the Action has been dismissed with prejudice, orders the Remainder Fund, including all accrued interest, returned to GWI or GWI's designee.
- i. Dismisses the Action with prejudice; and
- j. Retains continuing jurisdiction over this Action for purposes only of overseeing all settlement administration matters.

V. SETTLEMENT FUNDS, AWARD CALCULATION, AND SETTLEMENT DISTRIBUTION

59. **Gross Settlement Amount:** GWI agrees to pay a Gross Settlement Amount (i.e., \$13,00,000.00) in exchange for the release of the Class Members' Released Claims and the dismissal of the Action with prejudice. The following amounts shall be paid from the Gross Settlement Amount: (i) all Settlement Awards to all Class Member Settlement Participants; (ii) Approved Service Awards; (iii) Approved Administration Costs; (iv) Approved Attorneys' Fees and Costs. The Parties agree that Defendants will have no obligation to pay any amount in connection with this Agreement apart from the Gross Settlement Amount.
60. **Funding of Settlement:** No later than seven (7) calendar days after the Settlement Effective Date, GWI will deliver to the Settlement Administrator the Gross Settlement Amount. All of Defendants' financial obligations under this Agreement and those to Plaintiffs and Class Counsel are deemed to be satisfied upon their timely deposit of the Gross Settlement Amount to the Settlement Administrator for placement in the established Qualified Settlement Fund (defined below), and acknowledgement of receipt of said funds; whereby, Defendants shall have no further obligation to Plaintiffs/Class Members including, without limitation, any further obligations to make any other payments of any kind to, or on behalf of, the Plaintiffs/Class Members. To the extent Final Approval is never granted by the Court, Defendants will pay for the cost of administration incurred.
61. **Qualified Settlement Fund:** The Parties agree the Gross Settlement Amount will qualify and be characterized as a Qualified Settlement Fund ("QSF") under the provisions of the U.S. Treasury Regulations 1.468B-1 and 1.468B-5, and the QSF will be taxed as a separate entity for purposes of all federal, state and local taxes, and further agree to treat the QSF on a basis consistent therewith, that the QSF will be characterized as the employer of all Class Member Settlement Participants for purposes of determining all tax obligations associated with any and all payments under the settlement, and the QSF will bear full responsibility for all taxes associated with the QSF and settlement payments under the settlement. The QSF shall be placed in an interest-bearing account at a nationally recognized banking institution. All applicable withholding taxes (including any interest or penalties) arising with respect to payments made to Class Member

Settlement Participants, shall be paid from the QSF and deducted from the Settlement Award associated with each Class Member Settlement Participant, as further explained in Paragraph 65 (Tax Characterization, Withholding, Payment, and Reporting). For the sake of clarity, if a Class Member Settlement Participant is entitled to receive X dollars based on the formula set forth in Paragraph 64 (Determination of Settlement Payments to Class Members) of this Agreement, any and all associated taxes/withholdings attributable to the settlement payment to that person shall be deducted from the X dollars, with the deducted taxes/withholdings remitted to the appropriate governmental agency(ies) and the balance remitted to the Class Member Settlement Participant. In other words, a Class Member Settlement Participant's Settlement Award is inclusive of any and all applicable taxes/withholdings. All expenses and costs incurred in connection with the operation and implementation of the QSF (including without limitation, expenses of attorneys and/or accountants and mailing and distribution expenses related to filing (or failing to file) any necessary tax returns) shall be included in the Settlement Administration Costs.

62. **Payments:** Subject to the Court's Final Approval Order, the following amounts shall be paid by the Settlement Administrator from the Gross Settlement Amount:
- a. **Service Awards to Class Representatives:** Class Counsel will petition the Court to award Approved Service Awards to be paid to Class Representatives for initiating the Action and providing services in support of the Action in an amount not to exceed Twelve Thousand, Five Hundred Dollars (\$12,500) for Allan Herdemian; Seventy Five Hundred Dollars (\$7,500) each for Eli Andrews and Amy Damschen; and Five Thousand Dollars (\$5,000) each for Gage Davelaar, Eric Barnhart, and April Day, for a total of not greater than Forty Two Thousand, Five Hundred Dollars (\$42,500). Defendants will not oppose such application. If the Court awards lesser amounts, it shall not affect the terms of this Agreement. Any portion of the requested amount not approved shall be part of the Net Settlement Amount. Approval of the settlement shall not be contingent upon approval of the service awards. The Approved Service Awards shall be paid to Class Representatives out of the Gross Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099 for each Approved Service Award.

The Settlement Administrator shall pay the Approved Service Awards to Class Representatives within thirty (30) calendar days after the Settlement Effective Date or as soon as reasonably practicable.

- b. **Attorneys' Fees and Costs:** Class Counsel will petition the Court to approve a payment of attorneys' fees and costs to reimburse their reasonable attorneys' fees and expenses incurred to prosecute the Action in the following amounts: (a) an amount not to exceed 40% of the Gross Settlement Amount for attorneys' fees; and (b) the actual amount of costs and expenses, which shall not exceed \$850,000.00. Defendants will not oppose such an application. If the Court awards lesser amounts, it shall not affect the terms of this Agreement. Any portion of the requested attorneys' fees and costs and expenses not approved by the Court shall be part of the Net Settlement Amount. Approval of the settlement shall not be contingent upon approval of the attorneys' fee award or cost award. The Approved Attorneys' Fees and Costs will be paid from the Gross Settlement Amount to Class Counsel. Class Counsel shall be entitled to receive the Approved Attorneys' Fees and Costs within seven (7) calendar days after the entry of the Final Approval Order. If there is an appeal filed and it successfully reduces the amount of fees and costs paid to Class Counsel, Class Counsel shall be obligated to pay back said reduction to the QSF.
- c. **Settlement Administration Costs:** The Approved Administration Costs shall be paid to the Settlement Administrator from the Gross Settlement Amount upon the entry of the Final Approval Order.

63. **Return of Remainder Fund to Defendants:** The Remainder Fund (including all accrued interest), and any other funds unspent, shall be returned to GWI or its designee after the Settlement Administrator certifies it has concluded all Court-ordered tasks. Funds issued to Class Member Settlement Participants by check or electronic transfer shall remain valid and negotiable for one hundred eighty (180) days from the date of their issuance and may thereafter automatically be canceled if not cashed or accepted within that time. One-hundred and eighty (180) days from the date which appears on the checks (or the date electronic transfer was initiated), the Settlement Administrator will void the uncashed checks or cancel attempts to electronically transfer the funds and send the

corresponding unclaimed funds to the unclaimed property fund or escheat authority of the state of residence of the respective Class Member Settlement Participant(s), in their name, in accordance with applicable state law.

VI. SETTLEMENT PAYMENTS TO CLASS MEMBERS

64. **Determination of Settlement Payments to Class Members:** The Settlement Administrator shall distribute from the QSF, after distribution of the Approved Administration Costs, Approved Attorneys' Fees and Costs, and the Approved Service Awards (i.e., the Net Settlement Amount), based on the following calculations, to the Class Member Settlement Participants:
 - a. Class Representatives' expert shall provide the Settlement Administrator with a calculation of the alleged damages for each Class Member (the "Individual Damages") and the sum of all Individual Damages (i.e., the alleged damages for all Class Members combined) (the "Total Class Damages").
 - b. A "Percentage Factor" shall be determined by dividing the Net Settlement Amount by the Total Class Damages.
 - c. Each Class Member Settlement Participant shall be paid an amount equal to their Individual Damages multiplied by the Percentage Factor (i.e., Individual Damages × Percentage Factor = claim payable amount) ("Class Member Payable Amount").
65. **Tax Characterization, Withholding, Payment, and Reporting:**
 - a. For tax purposes, twenty-five percent (25%) of each Settlement Award paid to Class Member Settlement Participants shall be treated as wages, subject to all applicable employment tax withholdings, and reported on an IRS Form W-2, while the remaining seventy-five percent (75%) shall be treated as interest and/or liquidated damages, reported on an IRS Form 1099 without withholding. One hundred percent (100%) of any Approved Service Awards shall be treated as other income and reported on an IRS Form 1099.
 - b. The portion of payments to Class Member Settlement Participants treated as wages shall be made net of all applicable employee-side employment taxes, including federal, state, and local income tax withholding and the employee share

of FICA tax. The Settlement Administrator shall be solely responsible for calculating and withholding the required employee-side payroll taxes from the wage portion of each Settlement Award and remitting those taxes to the appropriate tax authorities. Class Member Settlement Participants shall each be exclusively responsible for their own share of payroll taxes, and such amounts shall be withheld from their Settlement Awards. The Settlement Administrator shall also be responsible for calculating, reporting, and paying (from each Class Member Settlement Participant's Settlement Award) all required Employer Payroll Taxes from the Qualified Settlement Fund (QSF) under the QSF's EIN, as well as ensuring that all tax-related payments and reporting comply with applicable law.

- c. The Settlement Administrator shall perform a TIN (Taxpayer Identification Number) match on the Social Security numbers provided by Defendants for Class Member Settlement Participants, and no additional tax forms shall be required unless the Settlement Administrator determines further information is necessary after attempting the TIN match.
- d. The state in which each Class Member Settlement Participant currently resides shall be used to determine applicable state tax withholdings.
- e. Should any government authority determine that any portion of the payments reported on an IRS Form 1099 under this Settlement Agreement should be reclassified as wages, the affected Class Members shall be solely responsible for any additional tax liabilities arising from such determination.

66. **Tax Liability:** Neither Class Counsel nor Defendants' counsel intend this Agreement to constitute legal advice relating to the tax liability of any Class Member based on this settlement. To the extent that this Agreement, or any of its attachments, is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties. The Parties, all Counsel, and all Class Members understand and agree that they will be solely responsible for the payment of their own portion of any taxes and penalties assessed on the payments that they receive or pay.

67. **Report of Settlement Awards:** The Settlement Administrator shall provide Class Counsel and Defendants' Counsel with a final report of the calculation of all Settlement Awards within fourteen (14) days after the Settlement Effective Date. Class Counsel shall approve the Settlement Awards within five (5) days after the Settlement Administrator provides the final report.
68. **Distribution of Settlement Awards:** The Settlement Administrator shall pay all Settlement Awards to Class Member Settlement Participants within thirty (30) days after the Settlement Effective Date or as soon as reasonably practicable via electronic payment (e.g., Venmo, Zelle, ACH). The Settlement Administrator may make payments to Class Members via check if a Class Member requests it and/or s/he cannot receive an electronic payment.
69. **Final Report by Settlement Administrator:** Within ten (10) days after the Settlement Administrator disburses all payments required under this Agreement, the Settlement Administrator will provide Class Counsel and Defendants' Counsel with a final report detailing its disbursements of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Settlement Administrator will prepare, and submit to Class Counsel and Defendants' Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Settlement Administrator's declaration in the Action.

VII. MISCELLANEOUS

69. Six (6) months after the date of the distributions to the Class Member Settlement Participants, the Settlement Administrator shall distribute the Remaining Fund (including all accrued interest) to GWI or its designee subject to Defendants obtaining a Court order approving such a distribution.
70. **Enforceability Contingent upon Final Court Approval:** The enforceability of this Agreement and obligations hereunder are expressly and completely contingent upon receipt of Final Court Approval. If the Court refuses such approval, no Party shall have

any obligation hereunder and this Agreement shall be rendered null and void, with the exception that Defendants will pay for the cost of administration incurred.

71. **Prior Assignments and Warranty of Authorized Signatures:** Class Representatives, as representatives of the Class Members, on their own behalf and on behalf of the Class Members and their Related Persons and Entities to the full extent of their legal standing and authority represent and warrant that they are the sole owners of the claims released and that, to their knowledge, such claims have not been assigned, transferred, or hypothecated, whether voluntarily or involuntarily, by subrogation, operation of law, or otherwise, to any person or entity. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign. Any counsel signing on behalf of a Party represents and warrants that he or she has the full authority to resolve the dispute among the settling Parties on the terms set forth in this Agreement, including the specific releases set forth above, on behalf of any such Party.
72. **Consideration.** Class Representatives, as representative of the Class Members, on their own and on behalf of the Class Members to the full extent of their legal authority and standing, stipulate to and acknowledge the sufficiency of the Settlement Payment as consideration for the releases and covenants contained in this Agreement.
73. **Dismissal of Class Action:** If not already accomplished by the Final Approval Order, the Parties shall deliver to the Clerk of the Court a Dismissal with Prejudice of all claims asserted by and between the Parties in the Action within five (5) days following the Settlement Effective Date.
74. **Enforcement:** The Parties hereby acknowledge, agree, and stipulate that each has the right to enforce any provisions of this Agreement by filing any appropriate action, proceeding, or motion exclusively before the department of the Clark County District Court in which the Action is presently venued. The Parties further agree, acknowledge, stipulate, and request that the Court in this action retain jurisdiction over the Parties to reopen the action after it is dismissed and to hear any motion or ex parte application. The Parties further acknowledge, agree, and stipulate that in the event any action at law or in equity is required to enforce any of the provisions or rights under this Agreement, the

prevailing party shall be entitled to reasonable attorney's fees and costs. Such attorney's fees and costs shall be made part of any judgment rendered in any such action.

75. **Representations.** The Parties make the following material representations with the understanding that each of them enters into this Agreement in reliance upon each of these representations, and without these representations, none of them would enter into this Agreement:

- a. The Parties intend that the terms and conditions of this Agreement, and the Agreement as a whole, shall inure to the benefit of and be binding upon them and their Related Persons and Entities.
- b. The Parties have selected and retained, or have been afforded the opportunity to select, their own attorneys, experts, and consultants to inspect, analyze, and advise them regarding the nature, extent, and cause of the claims and disputes associated with the Action.
- c. The Parties acknowledge and represent that they have had the benefit and advice of legal counsel in evaluating, finalizing, and executing this Agreement, and that the Parties, in making their decision whether to enter into this Agreement, had sufficient opportunity to consult with legal counsel and each decided, independently, whether to do so.
- d. The Parties acknowledge that all of their dealings have been conducted at arm's length and that they have neither placed on each other, nor relied on, any special trust or confidence other than the reasonable and customary reliance needed to contract at arm's length.
- e. This Agreement is the result of arm's length negotiations and a compromise among the Parties of disputed claims. This Agreement and any payment made pursuant to this Agreement shall never, at any time or for any purpose, be considered an admission of liability and/or responsibility on the part of Defendants and/or the Released Parties, which continue to deny such liability and disclaim such responsibility, at all times prior, in concert with, or subsequent to this Agreement. Neither this Agreement nor any provisions herein shall be

deemed prepared or drafted by any one party or another, or its attorneys, and this Agreement shall not be construed to follow the maxim that any ambiguity in an agreement be construed against the drafter of such an agreement.

76. This Agreement may be executed in multiple counterparts and all such counterparts shall constitute one and the same agreement, which shall be binding upon all the Parties, notwithstanding that the signatures of all the Parties' designated representatives do not appear on the same page or copy of this Agreement.
77. The Parties agree the timelines written in this Agreement may change according to an agreement between the Parties and the Settlement Administrator, or according to Court order.
78. The Parties shall execute and deliver any document reasonably necessary to achieve the goals and purposes of this Agreement.
79. In any action or proceeding related to this Agreement, the Parties stipulate that a copy of this Agreement may be admissible to the same extent as the original of this Agreement.
80. **Entire Agreement.** This Agreement and the agreements, documents, and instruments to be executed and delivered pursuant to it are intended to embody the Parties' final, complete, and exclusive agreement with respect to the matters set forth herein with respect to the Action. They are intended to supersede all prior agreements, understandings, and representations, whether written or oral, with respect to them, and may not be contradicted by evidence of any prior or contemporaneous agreement, understanding, or representation, whether written or oral.
81. No waiver of any term or provision of this Agreement or consent to any action hereunder shall constitute a waiver of any other term or provision hereof or consent to any other action hereunder, whether or not similar. No waiver or consent under this Agreement shall constitute a continuing waiver or consent hereunder or commit a Party to provide a waiver or consent in the future, except to the extent specifically set forth in writing.
82. This Agreement and any of its terms and provisions may only be modified, amended, supplemented, or waived in a writing signed by the Party waiving any rights provided to it by this Agreement.

83. This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of Nevada, without regard to its choice of law principles.
84. The Parties, and each of them, further represent and declare that they have carefully read this Agreement and know its contents, and that they sign the same freely and voluntarily.
85. If any non-material term or provision of this Agreement is determined to be illegal, invalid, or otherwise unenforceable through arbitration or by a court of competent jurisdiction, then to the extent necessary to make such provision or this Agreement legal, valid, or otherwise enforceable, such term or provision will be limited, construed, or severed and deleted from this Agreement, and the remaining portion of such term or provision and the remaining other terms and provisions shall survive, remain in full force and effect, and continue to be binding, and will be interpreted to give effect to the intention of the Parties insofar as possible—if, and only if, the intent of the Parties may be accomplished notwithstanding such limitation, construction, severance, or deletion of a term or provision.
86. Headings contained in this Agreement are solely for convenience and shall not be used to define or construe any of the terms or provisions hereof.

Agreed to as of the date first written above.

Signature Pages Follow Below

PLAINTIFFS:

ALLAN HERDEMIAN

By: _____
Allan Herdemian
Class Representative

ELI ANDREWS

By: _____
Eli Andrews
Class Representative

AMY DAMSCHEN

By: _____
Amy Damschen
Class Representative

GAGE DAVELAAR

By: _____
Gage Davelaar
Class Representative

ERIC BARNHART

By: _____
Eric Barnhart
Class Representative

APRIL DAY

By: _____
April Day
Class Representative

DEFENDANTS:

GO WIRELESS, INC.

By: _____
Its: _____
Defendant

HUKL INVESTMENTS, INC.

f/k/a GO WIRELESS HOLDINGS, INC.

By: Paul L. Huether
Its: EVP/CFO
Defendant

PLAINTIFFS:

ALLAN HERDEMIAN

Signed by:
By: Allan Herdemian
Allan Herdemian
Class Representative

ELI ANDREWS

Signed by:
By: Eli Andrews
Eli Andrews
Class Representative

AMY DAMSCHEN

Signed by:
By: Amy Damschen
Amy Damschen
Class Representative

GAGE DAVELAAR

DocuSigned by:
By: Gage Davelaar
Gage Davelaar
Class Representative

ERIC BARNHART

DocuSigned by:
By: Eric Barnhart
Eric Barnhart
Class Representative

APRIL DAY

DocuSigned by:
By: April Day
April Day
Class Representative

DEFENDANTS:


GO WIRELESS, INC.

By: _____
Its: _____
Defendant

**HUKL INVESTMENTS, INC.
f/k/a GO WIRELESS HOLDINGS, INC.**

By: _____
Its: _____
Defendant

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By:  J. Randall Jones, Esq. (#1927)
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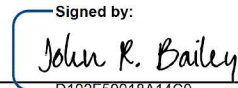
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