

SETTLEMENT AGREEMENT AND RELEASE

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

I. DEFINITIONS

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

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

B. “**Administration Fund**” means a fund consisting of One Hundred Twenty-Five Thousand Dollars (\$125,000 USD) that Defendant will pay or cause to be paid to the Settlement Administrator no later than twenty-one (21) calendar days of Preliminary Approval. The Administration Fund is an early payment towards Settlement Costs (defined below) and payable from the Settlement Fund (defined below).

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

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

E. “**Class Period**” means April 24, 2016 through December 31, 2021.

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

Claim Form: (1) Television model number(s), (2) approximate date(s) of purchase, and (3) the place(s) of purchase (selling retailer name and state of purchase). Additionally, for a Claim to be considered valid, each Settlement Class Member must provide “proof of purchase” concurrently with the Claim Form by submitting one (1) of the following:

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

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

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

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

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

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

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

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

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

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

P. **“Internet Media Publication Notice”** means notice of the proposed Settlement to be provided to Settlement Class Members under Section IV.C. of the Agreement. The proposed Internet Media Publication Notice is attached hereto as **“Exhibit F”** If the Parties are unable to

agree to the form and content of said Notice, the Parties shall submit the areas of disagreement to the Court.

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

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

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

T. **“Parties”** or **“Party”** means the Class Representatives and Defendant.

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

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

W. **“Push Notification Notice”** means notice in the form of a push notification on the TCL Home app and T-Cast app for iPhone and Android devices described in Section IV of the Agreement.

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

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

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

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

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

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

CC. “**Settlement Costs**” means (a) any award of attorneys’ fees, costs, and expenses to Class Counsel approved by the Court; (b) any incentive awards to Plaintiff approved by the Court; (c) all costs of printing and providing notice to persons in the Settlement Class; (d) all costs of administering the Settlement, including, but not limited to, the cost of issuing Settlement Awards, processing Claim Forms, and the cost of maintaining a designated post office box for receiving Claim Forms; and (e) the fees, expenses and all other costs of the Settlement Administrator.

DD. “**Settlement Fund**” means the non-reversionary common fund of Two Million Nine Hundred Thousand Dollars (\$2,900,000) cash. Notwithstanding anything to the contrary herein, in no event will TCL be obligated to pay more than the Settlement Fund. The Settlement Fund represents the total extent of TCL’s monetary obligations under the Agreement, and Defendant shall not have any other monetary obligation related to or arising out of the Action.

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

FF. **“Television(s)”** means a new TCL-branded television marketed as having a “Hz” rating twice as high as its native panel refresh rate (Hz). The Televisions are comprised of the following model numbers: 32S327, 40D100, 40S303, 40S305, 40S325, 43S303, 43S305, 43S325, 43S403, 43S405, 43S421, 43S423, 43S425, 43S431, 43S433, 43S434, 43S435, 43S513, 43S515, 43S517, 43S525, 49D100, 49S303, 49S305, 49S325, 49S403, 49S405, 49S425, 49S515, 49S517, 50S421, 50S423, 50S425, 50S431, 50S433, 50S434, 50S435, 50S525, 55C803, 55C807, 55P605, 55P607, 55R613, 55R615, 55R617, 55S401, 55S403, 55S405, 55S421, 55S423, 55S425, 55S431, 55S433, 55S434, 55S435, 55S515, 55S517, 55S525, 65C807, 65R613, 65R615, 65R617, 65S4, 65S401, 65S403, 65S405, 65S421, 65S423, 65S425, 65S431, 65S433, 65S434, 65S435, 65S517, 65S525, 75C803, 75C807, 75R615, 75R617, 75S423, 75S425, 75S431, 75S433, 75S434, and 75S435 only.

GG. **“TCL Website Banner Notice”** means a banner placed on www.TCL.com for the duration of the Claim Period informing Settlement Class Members about the Settlement, as described in Section IV.F. of the Agreement.

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

II. LITIGATION BACKGROUND

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

B. Defendant expressly denies any liability or wrongdoing of any kind or that Plaintiffs or any putative class member has been damaged in any amount or at all in connection with the claims alleged in the Action, and further contends that, for any purpose other than

Settlement, this Action is not appropriate for class treatment. Defendant does not admit or concede any actual or potential fault, wrongdoing, or liability against it in the Action or any other actions. Defendant maintained during the entire pendency of the Action, and continues to maintain, that the challenged representations are in fact true, are substantiated through science, and are not deceptive or misleading as a matter of law.

C. The Parties engaged in vigorous litigation over an eighteen-month period relating to the facts and legal issues in the Action. The Parties exchanged extensive written discovery, including tens of thousands of pages of documents, took numerous depositions of TCL representatives and Plaintiffs, and engaged in expert discovery and third-party discovery. As a result of this lengthy and contentious litigation, Class Counsel was able to assess thoroughly the claims of the Settlement Class Members and Defendant's practices as they relate to the marketing of the Televisions.

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

E. Counsel for the Parties engaged in a full-day mediation on October 15, 2021 before the Honorable Jay C. Gandhi (Ret.) of JAMS, as well as many meetings, discussions, and conference calls prior to finally resolving this Action.

F. On March 31, 2022, the Court issued an Order re Supplemental Briefing and/or Evidence (Dkt. 125) (the "Order") addressing certain questions regarding the proposed settlement and Plaintiff's Motion for Preliminary Approval (Dkt. 120). After thoughtful review of the Order, counsel for the Parties further engaged in a second full-day mediation on May 23, 2022 before

Hon. Gandhi (Ret.)) regarding a revised settlement addressing the Court's questions in the Order. The result was a Settlement of the Action as to the putative California subclass only, culminating with this Agreement. Based on the above-outlined investigation and litigation, the current state of the law, the expense, burden and time necessary to prosecute the Action through trial and possible appeals, the risks and uncertainty of further prosecution of this Action considering the defenses at issue, the sharply contested legal and factual issues involved, and the relative benefits to be conferred upon Plaintiffs and the Settlement Class Members pursuant to this Agreement, Class Counsel has concluded that a Settlement with Defendant on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class in light of all known facts and circumstances.

G. Defendant and Defendant's counsel recognize the expense and length of continued proceedings necessary to continue the Action through trial and through possible appeals. Defendant also recognizes that the expense and time spent pursuing this Action has and will further detract from resources that may otherwise be used to run Defendant's business. While Defendant denies any wrongdoing or liability arising out of any of the facts or conduct alleged in the Action and believes that it has valid defenses to Plaintiffs' claims, Defendant has determined that the Settlement is fair, adequate and reasonable.

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

III. TERMS OF SETTLEMENT

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

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

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

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

C. Releases.

1. Release of Defendant. Upon the Effective Date, and except as to such rights or claims as may be created by this Agreement, and in consideration for the Settlement benefits described in this Agreement, Plaintiffs and the Settlement Class shall fully release and discharge

Defendant and all its present and former parent companies, subsidiaries, shareholders, officers, directors, employees, agents, servants, registered representatives, affiliates, successors, personal representatives, heirs and assigns, retailers, suppliers, distributors, endorsers, consultants, and any and all other entities or persons upstream and downstream in the production/distribution channels (together, the “Discharged Parties”) from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, arising under federal, state, or local law, that Plaintiffs or Settlement Class Members ever had, now have, or may have against the Discharged Parties in any other court, tribunal, arbitration panel, commission, or agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of, connected with, or arising from the Discharged Parties’ representations, advertising, marketing and/or sales of the Televisions during the Class Period relating in any way to the refresh rate and/or effective refresh rate of the Televisions, and the claims alleged in the operative complaint in the Action. This is notwithstanding that Plaintiffs and the Settlement Class acknowledge that they may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action and/or the Released Claims herein. The Released Claims shall include, but are not limited to, all claims that have or could have been asserted by any or on behalf of any Settlement Class Member in this Action and that are based on the same factual predicate as the Action.

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

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

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

3. Release of Class Representatives and Class Counsel. Upon the Effective Date, and except as to such rights or claims as may be created by this Agreement, and in consideration for the Settlement benefits described in this Agreement, Defendant shall fully release and discharge Class Representatives, Settlement Class Members, and Class Counsel from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, known or unknown, direct, indirect, or consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, arising under common law, regulatory law, statutory law, or otherwise, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim that Defendant ever had, now has, may have, or hereafter can, shall or may ever have against Class Representatives, Settlement Class Members, and Class Counsel in any other court, tribunal, arbitration panel, commission, or agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of, connected with, arising from, or in any way whatsoever relating to the institution or prosecution of the Action, notwithstanding that Defendant acknowledges that it may hereafter discover facts in addition to or different from those that it now knows or believes to be true concerning the subject matter of the Action and/or the Released Claims herein.

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

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

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

D. Compensation to the Settlement Class.

1. Claim Process. Settlement Class Members must make a Claim for a Settlement Award by submitting a valid Claim Form to the Settlement Administrator via a web form on the Settlement Website during the Claim Period. Settlement Class Members may, at their option, submit a paper Claim Form, which will be accepted upon receipt as valid by the Settlement Claims Administrator if the claim is otherwise valid.

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

2. Settlement Fund, Cash Award Fund, and Settlement Awards. The Settlement Award shall consist of a \$15 cash payment per valid Claim to each Settlement Class Member submitting a valid Claim, subject to potential *pro rata* increase or decrease as described below. Defendant shall pay the value of all valid Claims up to the amount of the Settlement Fund less Settlement Costs (the “**Cash Award Fund**”). For clarity, the Cash Award Fund is equal to the Settlement Fund (\$2,900,000) minus Settlement Costs.

3. Pro Rata and Cy Pres Distribution. If the total amount of Settlement Awards would exceed the Cash Award Fund, the Settlement Awards will be reduced *pro rata* so that the total payment in the aggregate to Settlement Class Members for Settlement Awards does not exceed the Cash Award Fund. If the total amount of Settlement Awards would not exhaust the Cash Award Fund, then (1) Settlement Awards will be increased *pro rata* up to \$40 total per Settlement Award, less any funds necessary for remaining Settlement Costs or additional Settlement Costs related to the *pro rata* distribution; and (2) any remaining funds in the Cash Award Fund after all Settlement Awards are issued, less any funds necessary for remaining Settlement Costs, will be awarded *cy pres* to an agreed upon recipient(s) to be approved by the Court. For the avoidance of doubt, in no event will Defendant be obligated to pay more than the Cash Award Fund in total to all Settlement Class Members, not including the incentive award to the Class Representatives (which is a Settlement Cost) and no funds shall revert back to Defendant.

4. Cy Pres Recipient(s). In advance of the preliminary approval hearing, the Parties will file a notice with the Court identifying their proposed *cy pres* recipient(s).

5. Final Tally. The Settlement Administrator shall provide weekly reports to counsel for Defendant and Plaintiffs stating the number of claims received, the number of claims denied, and the number of claims approved. Within **seven (7) calendar** days after the close of the Claim Period, the Settlement Administrator shall provide the Parties with the total number of valid and timely Claims received and approved.

6. Injunctive Relief. Without admitting any liability or that it is required by law to do so, Defendant agrees to the following injunctive relief: for new TCL-branded television

models first manufactured after the date the Settlement is finally approved and the time for appeal has expired, TCL shall refrain from labeling such televisions as “120Hz CMI” or “120Hz Clear Motion Index.” TCL shall not be obligated to recall or modify labeling for any existing television model and any new variation of a previously introduced model (e.g., model variations introduced for a specific retailer). TCL may, in its sole and absolute discretion, label such televisions as “120 CMI” or “120 Clear Motion Index” without reference to the Hz measurement, or as “120 CMI, 60Hz native” or “120 Clear Motion Index, 60Hz native.” This stipulated injunction shall remain in effect in perpetuity, or until such time as TCL seeks relief from the Court based on good cause shown.

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

1. Within **twenty-one (21) calendar days** of Preliminary Approval, Defendant shall pay the Administration Fund of \$125,000 into an escrow account established by the Settlement Administrator. The Administration Fund comprises part of the Settlement Costs payable from the Settlement Fund. The Administration Fund shall serve as an advance payment towards the costs of Class Notice and the Claims Process, including exclusions and objections. Any additional payments owed to the Settlement Administrator are also Settlement Costs payable from the Settlement Fund.

2. Within **thirty (30) calendar days** of the Effective Date, Defendant shall deposit the Settlement Fund (\$2,900,000) less the Administration Fund (\$125,000) into a mutually agreeable bank account (the “**Fund Payment**”). The Fund Payment shall be used first to pay all Settlement Costs, with any remaining amounts comprising the Cash Award Fund used to pay all Settlement Awards consistent with this Agreement. Subject to Court approval and oversight, the account receiving the Fund Payment shall be an interest-bearing account mutually agreed to by the Parties and controlled by the Settlement Administrator. Any interest earned on any amounts in the account shall be allocated to pay Settlement Costs.

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

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

1. Class Counsel may move the Court for an award of attorneys' fees of no more than 25% of the Settlement Fund, totaling Seven Hundred Twenty Five Thousand Dollars (\$725,000 USD), to be paid to Class Counsel from the Settlement Fund to the extent approved by the Court. Class Counsel may also move the Court for an award of reasonable costs and expenses incurred in prosecuting the Action up to One Hundred Fifty Thousand Dollars (\$150,000 USD), to be paid to Class Counsel from the Settlement Fund to the extent approved by the Court. Any such motion shall be noticed for the same date as the Fairness Hearing and filed at least **sixty days (60) days** before the Fairness Hearing. Defendant reserves the right to object to the motions filed by Class Counsel for attorneys' fees and/or costs and expenses. Class Counsel shall not be entitled to interest on any amount sought at any time. The actual amount of attorneys' fees, costs, and expenses to be awarded is in the discretion of the Court. Court approval of attorneys' fees, costs, and expenses, or their amount, will not be a condition of the Settlement. In the event the Court declines to approve, in whole or in part, the payment of attorneys' fees, expenses, and costs in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect, and the unawarded amounts (if any) will remain as part of the Settlement Fund without reverting to Defendant.

2. Class Counsel further agrees that it will apply to the Court for an incentive award to named Plaintiff Paul Fiskratti in an amount not to exceed \$2,500 USD, for his participation as a Class Representative, for taking on the risks of litigation, and for Settlement of his individual claims as a Settlement Class Member in this Action, to be paid by Defendant separate from the Settlement Fund. Court approval of the incentive awards, or their amount, will not be a condition of the Settlement. Class Counsel and TCL further agree to discuss in good faith settling the individual claims of Mark Pacana and Wayne Lewald for no more than \$2,500 USD

each in exchange for a release of the Discharged Parties (defined herein). Unless otherwise agreed in writing, settlement of Mr. Pacana's and Lewald's individual claims shall not be a condition of the Settlement, and is not a part of this Agreement. Mr. Pacana and Mr. Lewald are New Jersey consumers and do not seek to represent the Settlement Class consisting of California consumers.

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

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

IV. NOTICE TO THE SETTLEMENT CLASS

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

A. Email Notice. The Settlement Administrator shall provide for Email Notice by sending an email substantially in the form of **Exhibit A** to the email addresses for Settlement Class Members identified by Defendant. TCL is in possession of about 5,500 such email addresses. This contact information will be shared with the Settlement Administrator but not Class Counsel.

B. Website Notice. The Settlement Administrator will establish and maintain the Settlement Website. The Settlement Website will be dedicated to the Settlement. On the

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

C. Internet Media Publication Notice. The Settlement Administrator shall implement an internet media effort of digital media advertising through Google Ads or a similar medium, to be distributed over desktop and mobile devices including tablets and smartphones, over a period of 60 days, targeting likely Class Members in California. To avoid excessively targeting certain potential Settlement Class Members, the Settlement Administrator will cap the frequency of digital ad views per unique user and exclude users who visit the case website from receiving subsequent digital ads. To the extent feasible, all banner and newsfeed ads will include embedded and trackable links to the case-specific website using Google Analytics tracking codes, providing a way to optimize ads based on traffic and conversions. The notice shall be substantially in the form of **Exhibit F**.

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

E. CAFA Notice. The Settlement Administrator shall be responsible for timely compliance with all CAFA notice requirements. The Settlement Administrator and the Parties shall work together in good faith to come to agreement regarding the form and content of, and

secure any necessary court approval of, the CAFA Notice. All costs associated with effectuating CAFA Notice, including but not limited to postage and printing, shall be deemed Settlement Costs and paid exclusively from the Settlement Fund.

F. TCL Website Banner Notice. TCL will place a banner on the www.TCL.com homepage for the duration of the Claim Period informing consumers about the Settlement. The banner will be in a form substantially similar to the following: “Purchased a TCL TV in California from April 2016 through December 2021? You May Be Entitled to Benefits from a Class Action Settlement. File a claim here [link].”

G. Push Notification Notice. TCL will issue one-time push notifications through the TCL Home App and T-Cast app for iPhone and Android devices informing users about the Settlement. The push notification will be in a form substantially similar to the following: “Purchased a TCL TV in California from April 2016 through December 2021? You May Be Entitled to Benefits from a Class Action Settlement. File a claim here [link].” The notification will link to the Settlement Website, or if not feasible, will provide the address for the Settlement Website.

V. PROCEDURES FOR OBJECTING TO OR REQUESTING EXCLUSION FROM SETTLEMENT

A. Objections. Only Settlement Class Members may object to the Settlement. A Settlement Class Member who wishes to object to the Settlement must do so in writing by the Objection/Exclusion Deadline. All written objections and supporting papers must (a) contain and clearly identify the case name and number; and (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, Courtroom 5 - 17th Floor, San Francisco, CA 94102, or by filing them in person at any location of the United States District Court for the Northern District of California. Written objections must also contain: (1) the full name, address and telephone number of the Settlement Class Member; (2) a written statement of all grounds for the objection accompanied by legal support for the objection (if any); (3) any papers, briefs or other documents upon which the

objection is based; (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether the Settlement Class Member intends to appear at the Fairness Hearing; (6) proof of membership in the Class; (7) a list of all objections filed by the objector and his or her counsel to class action settlements in the last three years; and (8) the signature of the Settlement Class Member and her or his counsel, if any. No Settlement Class Member shall be heard at the Fairness Hearing (whether individually or through separate counsel) unless written notice of the Settlement Class Member's intention to appear at the Fairness Hearing, and copies of any written objections or briefs, have been timely submitted to the Court. The date of the postmark on the mailing envelope or a legal proof of service accompanied by a file-stamped copy of the submission shall be the exclusive means used to determine whether an objection and/or notice of intention to appear has been timely filed and served. In the event that the postmark is illegible, the objection and/or notice to appear shall be deemed untimely unless it is received by the Court within **two (2) calendar days** of the Objection/Exclusion Deadline. Settlement Class Members who fail to timely submit a written objection in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Class Counsel shall, at least **fourteen (14) calendar days** (or such other number of days as the Court shall specify) before the Fairness Hearing, file any responses to any written objections submitted to the Court by Settlement Class Members in accordance with this Agreement.

B. Procedure for Requesting Exclusion. Settlement Class Members who wish to opt out of this Settlement must submit a written statement to the Settlement Administrator by the Objection/Exclusion Deadline. To be valid, each request for exclusion must: (a) state the Settlement Class Member's name, address, and phone number; (b) be personally signed by the Settlement Class Member and not the Settlement Class Member's attorney or anyone acting on the Settlement Class Member's behalf; and (c) include the statement "I/we request to be excluded from the class settlement in *Christopher Julian, et al. v. TTE Technology, Inc.*, Case No. 43:20-CV-02857-EMC (N.D. Cal.)." Requests to opt-out that do not include all required information and/or

that are not submitted on a timely basis, will be null, void, and ineffective. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a Settlement Class Member's opt-out/exclusion request has been timely submitted. In the event that the postmark is illegible, the opt-out/exclusion request shall be deemed untimely unless it is received by the Settlement Administrator within **two (2) calendar days** of the Objection/Exclusion Deadline. Any Settlement Class Member who properly opts out of the Settlement Class using this procedure will not be entitled to any Settlement Award, will not be bound by the Settlement, and will not have any right to object, appeal or comment thereon. Settlement Class Members who fail to submit a valid and timely request for exclusion on or before the Objection/Exclusion Deadline shall be bound by all terms of the Settlement and any final judgment entered in this litigation if the Settlement is approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from the Settlement.

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

The Parties agree that third-party discovery of any kind (formal or informal) shall not be propounded or pursued through the date the Final Approval Order is entered by the Court, unless otherwise agreed by all Parties. Either Party may terminate this Agreement if this provision is breached, reserving all rights.

Either Party may terminate the Settlement if the Court orders a notice program that deviates substantially from the notice program discussed in this Agreement, including without limitation a notice plan that requires additional third-party discovery or additional notice unduly burdensome to TCL.

D. No Solicitation of Settlement Objections or Exclusions. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class Members to object to the

Settlement or request exclusion from participating as a Settlement Class Member or encourage any Settlement Class Member to appeal from the final judgment.

VI. PRELIMINARY APPROVAL OF SETTLEMENT

Following full execution of this Agreement, Plaintiffs will move the Court for entry of the Preliminary Approval Order, which shall specifically include provisions that: (a) preliminarily approve the Settlement as fair, adequate and reasonable to the Settlement Class, and within the reasonable range of possible final approval; (b) conditionally certify the Settlement Class for Settlement purposes only and appoint Class Counsel as counsel for the Settlement Class for Settlement purposes only; (c) approve the forms of Class Notice and find that the notice constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (d) direct that notice be provided to the Settlement Class, in accordance with this Agreement, by the Notice Deadline; (e) establish a procedure for persons in the Settlement Class to object to the Settlement or exclude themselves from the Settlement Class by the Objection/Exclusion Deadline, after which no one shall be allowed to object to the Settlement or exclude himself or herself from the Settlement Class or seek to intervene; (f) approve the Claim Form and the Claims Process described herein, and set a deadline for timely submission of claims; (g) pending final determination of whether the Settlement should be approved, bar all persons in the Settlement Class, directly, on a representative basis or in any other capacity, from commencing or prosecuting against any of the Discharged Parties any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims; (h) pending final determination of whether the Settlement should be approved, stay all proceedings in the Action except those related to effectuation of the Settlement; (i) schedule the Fairness Hearing on Final Approval of the Settlement, which shall be **one hundred and eighty (180) calendar days** after Preliminary Approval (or such other date ordered by the Court); and (j) provide that, in the event the proposed Settlement set forth in this Agreement is not approved by the Court, or in the event that this Agreement becomes null and void pursuant to its terms, this Agreement and all orders

entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy; and that in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all Parties hereto, who shall be restored to their respective positions as of the date of this Agreement. In the event the Court does not enter the Preliminary Approval order described herein, or decides to do so only with modifications, then this entire Agreement shall become null and void, unless the Parties hereto agree in writing to proceed with this Agreement as modified.

VII. FINAL APPROVAL OF SETTLEMENT

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

VIII. POST-DISTRIBUTION ACCOUNTING

Pursuant to the Northern District of California's Guidance for Class Action Settlements, within **30 days** after the distribution of Settlement Awards and payment of Settlement Costs, Plaintiffs will file a Post-Distribution Accounting, which shall provide the following information,

to the extent possible: “The total settlement fund, the total number of class members, the total number of class members to whom notice was sent and not returned as undeliverable, the number and percentage of claim forms submitted, the number and percentage of opt-outs, the number and percentage of objections, the average and median recovery per claimant, the largest and smallest amounts paid to class members, the method(s) of notice and the method(s) of payment to class members, the number and value of checks not cashed, the amounts distributed to each cy pres recipient, the administrative costs, the attorneys’ fees and costs, the attorneys’ fees in terms of percentage of the settlement fund, and the multiplier, if any.”

IX. UNCASHED SETTLEMENT AWARDS

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

X. PARTIES’ AUTHORITY

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

XI. MUTUAL FULL COOPERATION

The Parties agree to cooperate fully with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and the taking of such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement. As soon as practicable after execution of this Agreement, Class Counsel, with the

assistance and cooperation of Defendant and its counsel, shall take all necessary steps to secure the Court's final approval of this Agreement. Defendant agrees that Defendant will not attempt to discourage Settlement Class Members from filing claims.

XII. NO ADMISSION

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

XIII. NOTICES

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

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

XIV. CONSTRUCTION

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

XV. MATERIAL TERMS; CAPTIONS

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

Paragraph titles or captions are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any of its provisions.

XVI. INTEGRATION CLAUSE

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

XVII. PUBLIC STATEMENTS

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

XVIII. NON-EVIDENTIARY USE

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

XIX. NO COLLATERAL ATTACK

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

XX. AMENDMENTS

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

XXI. ASSIGNMENTS

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

XXII. GOVERNING LAW

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

XXIII. BINDING ASSIGNS

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

XXIV. CONFIDENTIALITY

Class Counsel and Plaintiffs' counsel of record in the Action warrant and represent that they have not shared any information regarding the substance of this Settlement or confidential

information learned in the Action with any third party, beyond what was permitted under the Stipulated Protective Order in the Action. Nothing in this Agreement changes the terms of the Stipulated Protective Order or the parties' obligations thereunder, and the parties and their counsel continue to be bound by the Stipulated Protective Order.

XXV. TAX CONSEQUENCES

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

XXVI. CLASS COUNSEL SIGNATORIES

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

XXVII. SETTLEMENT TIMELINE

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

<u>Item</u>	<u>Deadline</u>
Filing of Motion for Preliminary Approval	February 11, 2022
Funding of Administration Fund	21 days after Preliminary Approval

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

XXVIII. COUNTERPARTS

This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when

taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties and the Settlement Class.

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

[Signatures on following pages.]

CLASS REPRESENTATIVES AND CLASS COUNSEL:

6/15/2022

Dated: June ____, 2022

DocuSigned by:
By: Paul Fiskratti
125A02EBFFEB46C...
Paul Fiskratti, individually and on
behalf of the Settlement Class

Dated: June 15, 2022

CRUEGER DICKINSON LLC

By: Charles J. Crueger
Charles J. Crueger
Attorneys for Plaintiffs

Dated: June ____, 2022

MILBERG COLEMAN BRYSON PHILLIPS
GROSSMAN PLLC

By: _____
Alex Straus
Adam Edwards
Attorneys for Plaintiffs

Dated: June ____, 2022

HUDOCK LAW GROUP S.C

By: _____
Luke Hudock
Attorneys for Plaintiffs

CLASS REPRESENTATIVES AND CLASS COUNSEL:

Dated: June ____, 2022

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


Dated: June ____, 2022

CRUEGER DICKINSON LLC

By: _____
Charles J. Crueger
Attorneys for Plaintiffs

Dated: June 15th, 2022

MILBERG COLEMAN BRYSON PHILLIPS
GROSSMAN PLLC

By:  _____
Alex Straus
Adam Edwards
Attorneys for Plaintiffs

Dated: June ____, 2022

HUDOCK LAW GROUP S.C

By: _____
Luke Hudock
Attorneys for Plaintiffs

CLASS REPRESENTATIVES AND CLASS COUNSEL:

Dated: June ____, 2022

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

Dated: June ____, 2022

CRUEGER DICKINSON LLC

By: _____
Charles J. Crueger
Attorneys for Plaintiffs

Dated: June ____, 2022

MILBERG COLEMAN BRYSON PHILLIPS
GROSSMAN PLLC

By: _____
Alex Straus
Adam Edwards
Attorneys for Plaintiffs

Dated: June 15, 2022

HUDOCK LAW GROUP S.C

By:  _____
Luke Hudock
Attorneys for Plaintiffs

DEFENDANT AND COUNSEL FOR DEFENDANT:

Dated: June 15, 2022

TTE TECHNOLOGY, INC.

By: 

Jonathan King

V.P. Corporate and Legal Affairs

Dated: June 15, 2022

DLA PIPER LLP (US)

By: 

Isabelle L. Ord

Attorneys for Defendant

Exhibit A

TO ALL PERSONS WHO PURCHASED TCL TELEVISIONS IN THE STATE OF CALIFORNIA FROM APRIL 24, 2016 THROUGH DECEMBER 31, 2021

Read This Notice Carefully. You Could Receive A Payment of up to \$40 From This Class Action Settlement. This Court-Authorized Notice describes your rights and gives information about the proposed settlement. This notice is only a summary. Details of the settlement are available at [\[WEBSITE\]](#) or by writing to or calling the Class Action Settlement Administrator at the address or toll-free number below.

What Is This Case About? In the lawsuit entitled *Christopher Julian, et al. v. TTE Technology, Inc.*, Case No. 3:20-CV-02857-EMC, U.S. District Court for the Northern District of California, plaintiff Paul Fiskratti (“Plaintiff” or “Class Representative”), on behalf of himself and a proposed class, alleges that TTE Technology, Inc. dba TCL North America (“TCL”) marketed certain of its LCD televisions as having a “Hz” rating twice as high as its actual refresh rate. Specifically, Plaintiff alleges TCL deceptively advertised certain of its televisions with 60Hz native refresh rate panels as “120Hz CMI,” “120Hz Clear Motion Index,” and/or “120Hz CMI Effective Refresh Rate.” TCL denies that it misled consumers, disputes that it has done anything wrong, and believes its advertising was truthful and accurate and asserts that does not mislead consumers regarding Hz ratings. The lawsuit seeks money damages, as well as attorneys’ fees and costs and a court order requiring TCL to stop the foregoing advertising practices. The Court has not ruled on the merits of the claims or TCL’s defenses.

Who Is A Class Member? All persons who purchased, new, one of the TCL Television models listed on [\[website\]](#) between April 24, 2016 and December 31, 2021 in the state of California. (“Settlement Class Members”).

What Are The Terms Of The Settlement? TCL has agreed to pay \$2,900,000 (“Settlement Fund”) in full and complete settlement and release of all claims of Plaintiff and the Settlement Class Members, as described in the Settlement Agreement. The funds will be used to pay Settlement Awards to Settlement Class Members who submit a valid Claim to the Settlement Administrator via a form on the Settlement Website during the Claim Period, after attorneys’ fees, costs, and other expenses have been deducted. The Settlement Awards will be set at \$15 per valid Claim and subject to *pro rata* increase (totaling up to \$40) or decrease, depending on the number of all approved Claims submitted. Class Counsel will ask the Court to approve an award of up to 25% of the Settlement Fund for attorneys’ fees; an award of reasonable litigation expenses and costs of approximately \$148,000; and \$2,500 to Plaintiff Fiskratti as Class Representative, all to be paid from the Settlement Fund. If there are amounts remaining in the Settlement Fund after payment of all Settlement Awards, that money will be distributed *cy pres* to charity.

How Do You Make A Claim? In order to receive a Settlement Award, you must submit a signed and completed Claim Form online to the Class Action Settlement Administrator by **no later than** [\[redacted\]](#). Claim Forms may also be submitted to the Class Action Settlement Administrator by mail if postmarked **no later than** [\[redacted\]](#). The Claim Form is available at [\[website\]](#).

What Are My Other Options? If you do not want to be legally bound by the Settlement, you may opt out of the Settlement by sending a request for exclusion to the Class Action Settlement Administrator **no later than** [\[redacted\]](#). If you exclude yourself from the Settlement, you will not receive any money from the Settlement. If you stay in the Settlement (i.e., do not exclude yourself from the Settlement), you may object to the Settlement by writing to the Court explaining why you do not like the Settlement by **no later than** [\[redacted\]](#). You will be bound by the Settlement if your objection is rejected. If you do nothing (i.e., submit no Claim Form or request for exclusion), you will not receive any benefits from the Settlement, but will nevertheless be bound by any judgment approving the Settlement and will give up any right to sue TCL or related parties for any known or unknown claims relating to marketing by TCL of the “Hz” rating of the televisions at issue.

Final Approval Hearing. The Court will hold a hearing in this case to consider whether to approve the Settlement on [\[redacted\]](#), at [\[redacted\]](#) a.m., U.S. District Court for the Northern District of California, 450 Golden Gate Avenue, Courtroom 5 - 17th Floor, San Francisco, CA 94102. The date of the Final Approval Hearing may change without further notice to the class. Class members should be advised to check the settlement website or the Court’s PACER site to confirm that the date has not been changed and whether the hearing may be held virtually due to COVID-19.

THIS NOTICE IS ONLY A SUMMARY. MORE INFORMATION ABOUT THE LAWSUIT AND THE PRECISE TERMS AND CONDITIONS OF THE SETTLEMENT IS AVAILABLE AT [\[website\]](#), OR WRITE OR CALL THE CLASS ACTION

SETTLEMENT ADMINISTRATOR AT [REDACTED] OR () - (TOLL-FREE), OR CLASS COUNSEL WHOSE CONTACT INFORMATION CAN BE FOUND AT <https://cruegerdickinson.com/> OR <https://milberg.com/>, OR BY ACCESSING THE COURT DOCKET IN THIS CASE, FOR A FEE, THROUGH THE COURT'S PUBLIC ACCESS TO COURT ELECTRONIC RECORDS (PACER) SYSTEM AT <https://ecf.cand.uscourts.gov>, OR BY VISITING THE OFFICE OF THE CLERK OF THE COURT FOR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA, 450 GOLDEN GATE AVENUE, COURTROOM 5 - 17TH FLOOR, SAN FRANCISCO, CA 94102, BETWEEN 9:00 A.M. AND 4:00 P.M., MONDAY THROUGH FRIDAY, EXCLUDING COURT HOLIDAYS.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Exhibit B

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA*Christopher Julian, et al. v. TTE Technology, Inc. dba TCL North America, Case No. 3:20-CV-02857*

If you bought a new TCL television marketed as having a “Hz” rating twice as high as its native panel refresh rate (Hz) in California between April 24, 2016 and December 31, 2021, you may be entitled to a payment from a class action settlement of up to \$40.

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

- TTE Technology, Inc. (“TCL”) has agreed to pay \$2,900,000 (the “Settlement Fund”) to fully resolve and release claims of all persons who purchased a new TCL television marketed as having a “Hz” rating twice as high as its native panel refresh rate (Hz) in the state of California during the time period set forth above, as described in the settlement agreement (“Settlement”).
- The Settlement Fund shall include all settlement awards (“Settlement Awards”) to claiming Settlement Class Members, an attorneys’ fee award of up to 25% of the Settlement Fund or \$725,000, reasonable costs and expenses of approximately \$148,000, notice and administration costs estimated at \$125,000, and a \$2,500 incentive award to the Class Representative. If there are any amounts remaining in the Settlement Fund after payment of the Settlement Awards, that money will be distributed *cy pres* to charity. Any uncashed paper checks will escheat to the State of California.
- The Settlement Awards are capped at \$15 per valid Claim and subject to *pro rata* increase (totaling up to \$40) or decrease, depending on the number of all approved Claims submitted.
- The Settlement resolves a lawsuit alleging that TCL deceptively advertised certain of its Televisions with 60Hz native refresh rate panels as “120Hz CMI,” “120Hz Clear Motion Index,” and/or “120Hz CMI Effective Refresh Rate.”
- The two sides disagree on whether Plaintiff and the Settlement Class could have prevailed at trial. By entering into the Settlement, TCL has not conceded the truth or validity of any of the claims against it.
- Your legal rights may be affected whether you act, or don’t act. Read this Notice carefully.

Your Legal Rights and Options In This Settlement:	
SUBMIT A CLAIM FORM	If you submit a valid Claim Form by [Claim Deadline], you will receive a cash refund in the form of an electronic payment, and will give up certain rights to sue TCL.
EXCLUDE YOURSELF FROM THE CASE	This is the only option that allows you to sue TCL on your own regarding the legal claims in this case, but you will not receive compensation under the Settlement. The deadline for excluding yourself is [Objection/Exclusion Deadline].

QUESTIONS? CALL [number] TOLL-FREE OR VISIT [WEBSITE]

OBJECT TO THE SETTLEMENT	Write to the Court about why you do not like the Settlement. A Settlement Class Member who objections still remains in the Settlement Class and must submit a claim form in order to obtain a monetary award. The deadline for objecting is [Objection/Exclusion Deadline] .
DO NOTHING	If you do nothing, you will receive no money from the Settlement, but you will still give up certain rights to sue TCL.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case has still to decide whether to approve the Settlement. Compensation will be issued if the Court approves the Settlement and after appeals are resolved, if any.

BASIC INFORMATION

1. Why was this notice issued?

This notice was issued because a Court has conditionally “certified” this case as a class action lawsuit for settlement purposes only and your rights may be affected. If you bought a new TCL television marketed as having a “Hz” rating twice as high as its native panel refresh rate (Hz) in California between April 24, 2016 and December 31, 2021, you may have legal rights and options in this case. This Notice explains all of these issues. Judge Edward M. Chen of the United States District Court for the Northern District of California is overseeing this class action. The case is known as *Christopher Julian, et al. v. TTE Technology, Inc. dba TCL North America*, Case No. 3:20-CV-02857 (the “Action”). The people who sued are called the Plaintiffs. The company they sued, TTE Technology, Inc. dba TCL North America, is called the Defendant or TCL.

2. Why is this a class action?

In a class action, one or more people, called “Class Representatives” (in this case Paul Fiskratti, the named “Plaintiff”), sue on behalf of all people who have similar claims. Together, these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. Here, the Court has certified a class action for settlement purposes only. More information about why this is a class action can be found in the Court’s Class Certification Order, which is available at **[WEBSITE]**.

3. Why is there a settlement?

The Court did not decide in favor of Plaintiff or TCL. Plaintiff thinks he would have prevailed at trial. TCL thinks the Plaintiff would not have won anything from a trial. But there was no trial. Instead, both sides agreed to this Settlement. That way, both sides avoid the risk and cost of a trial, and the Class Members will receive compensation. The Class Representative and their attorneys think the Settlement is best for all Class Members.

THE CLAIMS IN THE LAWSUIT

4. What is the lawsuit about?

The lawsuit claims that TCL deceptively advertised certain of its Televisions with 60Hz native refresh rate panels as “120Hz CMI,” “120Hz Clear Motion Index,” and/or “120Hz CMI Effective Refresh Rate.” The lawsuit claims that TCL violated, among others, the California Consumers Legal Remedies Act, California’s False Advertising Law, California’s Unfair Competition Law, and that TCL was unjustly enriched. TCL denied these claims. More information can be found in the Second Amended Class Action Complaint, available at [\[WEBSITE\]](#).

MEMBERS OF THE SETTLEMENT CLASS

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

The Court has certified this case for settlement purposes only as a class action. The class (the “Settlement Class”) is defined as:

All individuals who, from April 24, 2016 to December 31, 2021, purchased a new TCL television marketed as having a “Hz” rating twice as high as its native panel refresh rate (Hz) in the state of California.

Excluded from the Settlement Class are all persons who validly opt out of the Settlement in a timely manner; governmental entities; counsel of record (and their respective law firms) for the Parties; TCL and any of its parents, affiliates, subsidiaries, independent service providers and all of its respective employees, officers, and directors; the presiding judge in the Action or judicial officer presiding over the matter, and all of their immediate families and judicial staff; and any natural person or entity that entered into a release with TCL prior to the Effective Date concerning the refresh rate of TCL televisions.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

TCL has agreed to pay \$2,900,000 into a non-reversionary Settlement Fund in full and complete settlement and release of all claims of Plaintiff and the Settlement Class Members, as described in the Settlement. The Settlement Fund will be used to pay Settlement Awards to Settlement Class Members who send in a valid Claim Form, after attorneys’ fees and costs, notice and settlement administration costs, and an incentive award to the Class Representative have been deducted.

Class Counsel will ask the Court to approve an award of up to 25% of the Settlement Fund (or \$725,000) for attorneys’ fees; approximately \$125,000 for notice and settlement administration costs; reasonable costs and expenses spent in prosecuting the case of approximately \$148,000; and \$2,500 to the Class Representative, all to be paid from the Settlement Fund before Settlement Awards are paid to the Settlement Class. You cannot receive compensation unless you submit a Claim Form as set forth below.

The Settlement Awards will be set at \$15 per valid Claim and subject to *pro rata* increase (totaling up to \$40) or decrease, depending on the number of all approved Claims submitted.

7. How much will my payment be?

Your Settlement Award will depend on the number of valid Claims that Settlement Class Members submit. Settlement Awards are set at \$15 per valid Claim and may be subject to *pro rata* increase (totaling up to \$40) or decrease, depending on the number of all approved Claims submitted.

8. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the Settlement, you will be part of the Settlement Class, and you will be bound by the release of claims in the Settlement. This means that, if the Settlement is approved, you cannot sue, continue to sue, or be part of any other lawsuit against TCL asserting a released claim. It also means that all of the Court's orders will apply to you and legally bind you. If you sign the Claim Form or do nothing, you will agree to release TCL from any and all claims under federal and state law that arise from the "Hz" marketing representations at issue in this action.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes. The Court has appointed Charles J. Crueger, Esq. and Benjamin Kaplan, Esq. of Crueger Dickinson LLC, and the law firms Milberg Coleman Bryson Phillips Grossman PLLC and Hudock Law Group S.C., as Class Counsel to represent you and the Class in this case. These lawyers have experience handling similar cases. More information about these lawyers and their law firms is available at <https://cruegerdickinson.com> and <https://milberg.com>.

10. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is representing you and all the other members of the Settlement Class. If you want someone other than Class Counsel to speak for you, you may hire your own lawyer at your own expense.

11. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to \$725,000 in attorneys' fees, to be paid from the Settlement Fund. The requested fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel also will ask the Court to approve approximately \$148,000 in reasonable costs and expenses spent prosecuting the case and a payment of \$2,500 to Paul Fiskratti for his services as Class Representative, to be paid from the Settlement Fund. The Court may award less than these amounts.

HOW TO APPLY FOR COMPENSATION

12. How can I get compensation under the Settlement?

To qualify for compensation under the Settlement, you must submit a Claim Form. A Claim Form is available on the internet at [website]. Read the instructions carefully, fill out the form, sign it, and submit it online no later than [Objection/Exclusion Deadline]. You may also submit a Claim Form by mail if postmarked by no later than [Objection/Exclusion Deadline].

To receive a Settlement Award, each Settlement Class Member must attest under penalty of perjury that they purchased a TCL Television during the Class Period, and the information supplied in the Claim Form is true and correct to the best of the Settlement Class Member's knowledge. For a Claim to be valid, each

Settlement Class Member must enter the following information into the Claim Form: (1) Television model number(s), (2) approximate date(s) of purchase, and (3) the place(s) of purchase (selling retailer name and state of purchase). For online purchases, the place of purchase is your state of residence at the time of the purchase.

Additionally, for a Claim to be valid, each Settlement Class Member must provide “proof of purchase” concurrently with the Claim Form by submitting one (1) of the following:

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

The “Television(s)” included in the Settlement are comprised of the following TCL model numbers: 32S327, 40D100, 40S303, 40S305, 40S325, 43S303, 43S305, 43S325, 43S403, 43S405, 43S421, 43S423, 43S425, 43S431, 43S433, 43S434, 43S435, 43S513, 43S515, 43S517, 43S525, 49D100, 49S303, 49S305, 49S325, 49S403, 49S405, 49S425, 49S515, 49S517, 50S421, 50S423, 50S425, 50S431, 50S433, 50S434, 50S435, 50S525, 55C803, 55C807, 55P605, 55P607, 55R613, 55R615, 55R617, 55S401, 55S403, 55S405, 55S421, 55S423, 55S425, 55S431, 55S433, 55S434, 55S435, 55S515, 55S517, 55S525, 65C807, 65R613, 65R615, 65R617, 65S4, 65S401, 65S403, 65S405, 65S421, 65S423, 65S425, 65S431, 65S433, 65S434, 65S435, 65S517, 65S525, 75C803, 75C807, 75R615, 75R617, 75S423, 75S425, 75S431, 75S433, 75S434, and 75S435 only.

13. When would I receive compensation?

The Court will hold a hearing on [Fairness Hearing Date] to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone who sends in a Claim Form will be informed of the progress of the Settlement through information posted at [website]. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

If you do not want a Settlement Award under this Settlement, and you want to keep the right to sue or continue to sue TCL regarding its “Hz” rating marketing that is the subject of the Action, then you must

take steps to get out of the Settlement Class. This is called excluding yourself from, or opting out of, the Settlement Class.

To exclude yourself from the Settlement, you must send a letter by mail to the Class Action Settlement Administrator that (a) states your name, address, and phone number; (b) is personally signed by you, and not your attorney or anyone acting on your behalf; and (c) include the statement “I/we request to be excluded from the class settlement in *Christopher Julian, et al. v. TTE Technology, Inc.*, Case No. 3:20-CV-02857-EMC (N.D. Cal.).” No request for exclusion will be valid unless all of the information described above is included.

You must mail your exclusion request postmarked no later than [Objection/Exclusion Deadline] to the Class Action Settlement Administrator at the following address: [address]

15. If I do not exclude myself, can I sue Defendant for the same thing later?

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) TCL for the claims that this Settlement resolves.

16. If I exclude myself, can I get compensation under this Settlement?

No. If you ask to be excluded, you will not get any compensation under the Settlement, and you cannot object to the Settlement.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court that I do not agree with the Settlement?

You can ask the Court to deny approval of the Settlement by filing an objection. You can’t ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement Awards will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. A Settlement Class Member who objects still remains in the Settlement Class and must timely submit a Claim form in order to obtain a monetary award.

Any objection to the proposed Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Christopher Julian, et al. v. TTE Technology, Inc.*, Case No. 3:20-CV-02857-EMC (N.D. Cal.)), (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, San Francisco Courthouse, 450 Golden Gate Avenue, Courtroom 5 - 17th Floor, San Francisco, CA 94102, or by filing them in person at any location of the United States District Court for the Northern District of California, and (c) be filed or postmarked on or before [Objection/Exclusion Deadline].

Written objections must also contain: (1) your full name, address and telephone number; (2) a written statement of all grounds for the objection accompanied by any legal support for the objection (if any); (3) copies of any papers, briefs or other documents upon which the objection is based (if any); (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether you intend to appear at the Final Approval Hearing; (6) proof of membership in the Class (if any); (7) a list of

all objections filed by you and your counsel to class action settlements in the last three years (if any); and (8) your signature and your attorney's signature (if any).

18. What is the difference between objections and excluding myself from the Settlement?

Objecting means telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement means that you do not want to be part of the Settlement Class. If you exclude yourself, then you have no basis to object to the Settlement.

A Settlement Class Member who objects still remains in the Settlement Class and must timely submit a Claim form in order to obtain a monetary award.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, you will remain a member of the Settlement Class and you will give up your rights to sue TCL; however, you will not receive any compensation because you must submit a valid Claim Form in order to receive compensation under this Settlement.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at [REDACTED] a.m. on [REDACTED], at the United States District Court for the Northern District of California, San Francisco Courthouse, 450 Golden Gate Avenue, Courtroom 5 - 17th Floor, San Francisco, CA 94102. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements herein, the Court also will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and the Class Representatives.

The date of the Final Approval Hearing may change without further notice to the Settlement Class. Settlement Class Members should check the Settlement Website or the Court's PACER site to confirm that the date has not been changed and whether the hearing may proceed virtually due to COVID-19.

21. Do I have to come to the hearing?

No. Class Counsel will appear on behalf of the Settlement Class. But, you are welcome to come, or have your own lawyer appear, at your own expense.

22. May I speak at the hearing?

You, or any lawyer you retain, may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your objection to the Settlement a statement saying that it is your intent to appear at the Final Approval Hearing. Your Objection and notice of intent to appear must be submitted to the Court and postmarked no later than [Objection/Exclusion Deadline]. You cannot speak at the hearing if you excluded yourself from the Settlement.

GETTING MORE INFORMATION

23. Is this the entire Settlement?

No. This notice is only a summary of the proposed Settlement. More information about the lawsuit and the precise terms and conditions of the Settlement is available at [WEBSITE], or by calling toll-free [phone number], or by writing to TCL Class Action Administrator at [address], or by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, Courtroom 5 - 17th Floor, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays, or by contacting Class Counsel at the information listed immediately below.

Crueger Dickinson LLC

Charles J. Crueger
Benjamin Kaplan
4532 N. Oakland Ave.
Whitefish Bay, Wisconsin 53211
(414) 210-3868
cjc@cruegerdickinson.com
bak@cruegerdickinson.com

Milberg Coleman Bryson Phillips Grossman PLLC

Alex Straus
Los Angeles
(919) 600-5000
astraus@milberg.com

Hudock Law Group S.C.

Luke Hudock
P.O. Box 83
Muskego, Wisconsin 53150
(414) 526-4906
lphudock@law-hlg.com

Please do not telephone the Court or the Court Clerk's Office to inquire about this Settlement or the Claims Process.

Exhibit C

TCL TV SETTLEMENT

CLAIM FORM

INSTRUCTIONS

This class action alleges TCL violated certain California laws, harming competition and causing Settlement Class Members to overpay for TCL LCD televisions labeled as having a “Hz” rating twice as high as its actual refresh rate. TCL denies these allegations.

You are a Settlement Class Member if you:

- During the Class Period (April 24, 2016, to [REDACTED], 2022), purchased a new TCL Television marketed as having a “Hz” rating twice as high as its native panel refresh rate (Hz) in the state of California.

To be eligible for payment you must submit a valid Claim no later than [REDACTED], 2022.

Settlement payments will be digitally sent to you via email. Please ensure you provide a current, valid email address and mobile phone number with your Claim submission. If the email address or mobile phone number you include with your submission becomes invalid for any reason, it is your responsibility to provide accurate contact information to the Settlement Administrator to receive a payment. When you receive the email and/or mobile phone text notifying you of your Settlement payment, you will be provided with a number of digital payment options, such as PayPal, Amazon, or a virtual debit card, to immediately receive your Settlement payment. You will also at that time have the option to request a paper check.

The information provided on this Claim Form will be used solely by the Court-approved Settlement Administrator for the purposes of administering the Settlement and will not be provided to any third party or sold for marketing purposes.

CLAIM FORM**NAME***

FIRST NAME LAST NAME

STREET ADDRESS**APT****CITY****STATE****ZIP*****MOBILE PHONE NUMBER***

XXX-XXX-XXXX

EMAIL ADDRESS***VERIFY EMAIL ADDRESS***

Please ensure you provide a current, valid email address and mobile phone number with your Claim submission. If the email address or mobile phone number you include with your submission becomes invalid for any reason, it is your responsibility to provide the Settlement Administrator with a current, valid email address and mobile phone number for payment.

*Denotes required field

TCL TV INFORMATION**PURCHASE DATE****TELEVISION MODEL
NUMBER****RETAILER TV
PURCHASED FROM****STATE OF
PURCHASE**

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DOCUMENTATION

For a Claim to be considered valid, you must provide proof of purchase by submitting one (1) of the following:

1. A copy of the receipt(s) of the Television purchase (must identify Television model number, date of purchase, and selling retailer, and if an online purchase, your state of residence); or
2. The serial number of the Television(s); or
3. A statement under penalty of perjury that the Settlement Class Member sold, donated, or gave away the Television(s) prior to January 1, 2018; or
4. A statement under penalty of perjury that the Settlement Class Member recycled the Television(s) under California law, including the name and location of the collector/recycler

where the Television was dropped off, the approximate date of drop off, and acknowledgement of following: "California law prohibits the disposal of electronic devices in garbage and in landfills. The California Electronic Waste Recycling Act of 2003 requires that televisions be dropped off by their owners at accredited collectors or recyclers. I understand that my Claim may be verified against available accredited collector/recycler information, including Covered Electronic Waste (CEW) Collection Logs submitted by each collector/recycler to the State of California Department of Resources Recycling and Recovery."

CERTIFICATION

By signing this Claim submission, I certify, under penalty of perjury, that the information included with this Claim submission is accurate and complete to the best of my knowledge, information, and belief. If I am submitting this Claim submission on behalf of a Claimant, I certify that I am authorized to submit this Claim submission on the individual's behalf. I am, or the individual on whose behalf I am submitting this Claim submission is, a member of the Settlement Class, and have not submitted a request to exclude myself, or "opt out of," the Settlement. I agree and consent to be communicated with electronically via email and/or mobile phone text (message & data rates may apply). I agree to furnish additional information regarding this Claim submission if so requested to do so by the Settlement Administrator.

SIGNATURE**DATE**

	<i>mm/dd/yyyy</i>
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Exhibit D

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11 **UNITED STATES DISTRICT COURT**
12 **NORTHERN DISTRICT OF CALIFORNIA**
13

14 CHRISTOPHER JULIAN, PAUL FISKRATTI,
15 MARK PACANA, and WAYNE LEWALD,
16 individually and on behalf of all others similarly
situated,

17 Plaintiffs,

18 v.

19 TTE TECHNOLOGY, INC., dba TCL NORTH
20 AMERICA,

21 Defendant.
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23
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25
26
27
28

Case No.: 3:20-CV-02857-EMC

**[PROPOSED] ORDER CERTIFYING
PROVISIONAL SETTLEMENT CLASS,
PRELIMINARILY APPROVING CLASS
ACTION SETTLEMENT, AND
PROVIDING FOR NOTICE TO THE
SETTLEMENT CLASS**

**[PROPOSED] ORDER CERTIFYING PROVISIONAL SETTLEMENT CLASS,
PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT, AND PROVIDING FOR
NOTICE TO THE SETTLEMENT CLASS**

WHEREAS, a class action is pending in this court entitled *Christopher Julian et al. v. TTE Technology, Inc. dba TCL North America*, Case No. 3:20-CV-02857-EMC (the “Action”);

WHEREAS, Plaintiff Paul Fiskratti, individually and on behalf of the Settlement Class, (“Plaintiff(s)” or “Class Representative(s)”), on the one hand, and Defendant TTE Technology, Inc. dba TCL North America (“TCL” or “Defendant”) on the other hand, have agreed, subject to Court approval following notice to the proposed Settlement Class (as described in Paragraph 6 below) and a hearing, to settle this Action upon the terms and conditions set forth in the settlement agreement lodged with this Court (the “Agreement”);

WHEREAS, this Court has reviewed the Agreement, as well as the files, records and proceedings to date in this matter;

WHEREAS, for purposes of this Order, capitalized terms used herein shall have the meaning ascribed to them in the Agreement, unless otherwise defined; and

WHEREAS, for purposes of the Action, this Court has subject matter and personal jurisdiction over the Parties, including all Settlement Class Members.

NOW, THEREFORE, based on this Court’s review of the Agreement and all of the files, records and proceedings herein, the Court concludes, upon preliminary examination, that the Agreement and Settlement appear fair, reasonable and adequate, and within the range of reasonableness for preliminary settlement approval, and that a hearing should and will be held after notice to the Settlement Class (as described in Paragraph 6 below) to confirm that the Agreement and Settlement are fair, reasonable and adequate and to determine whether the Settlement should be approved and final judgment entered in the Action based upon the Agreement.

IT IS HEREBY ORDERED THAT:

1. Preliminary Approval of Proposed Settlement. The Agreement, including all exhibits thereto, is preliminarily approved as fair, reasonable and adequate and within the range of reasonableness for preliminary settlement approval. The Court finds that: (a) the Agreement resulted from extensive arm’s length negotiations; and (b) the Agreement is sufficient to warrant notice of the

1 Settlement to persons in the Settlement Class and a full hearing on the approval of the Settlement.

2 2. Class Certification for Settlement Purposes Only. Pursuant to Federal Rule of Civil
3 Procedure 23(c), the Court conditionally certifies, for settlement purposes only, the following
4 Settlement Class:

5
6 All individuals who, from April 24, 2016 to December 31, 2021, purchased a new TCL
7 Television marketed as having a “Hz” rating twice as high as its native panel refresh rate (Hz)
8 in the State of California.

9 Excluded from the Settlement Class are all persons who validly opt out of the Settlement in a
10 timely manner; governmental entities; counsel of record (and their respective law firms) for the
11 Parties; Defendant and any of its parents, affiliates, subsidiaries, independent service providers and all
12 of their respective employees, officers, and directors; the presiding judge in the Action or any judicial
13 officer presiding over the matter, and all of their immediate families and judicial staff; and any natural
14 person or entity that entered into a release with Defendant prior to the Effective Date concerning the
15 Televisions.

16 In connection with this conditional certification, the Court makes the following preliminary
17 findings for settlement purposes only:

18 a. The Settlement Class appears to be so numerous that joinder of all members is
19 impracticable;

20 b. There appear to be questions of law or fact common to the Settlement Class for
21 purposes of determining whether this Settlement should be approved;

22 c. Plaintiff’s claims appear to be typical of the claims being resolved through the
23 proposed Settlement;

24 d. Plaintiff appears to be capable of fairly and adequately protecting the interests
25 of the Settlement Class in connection with the proposed Settlement;

26 e. Common questions of law and fact appear to predominate over questions
27 affecting only individual persons in the Settlement Class. Accordingly, the Settlement Class appears
28 to be sufficiently cohesive to warrant settlement by representation;

f. Certification of the Settlement Class appears to be superior to other available methods for the fair and efficient resolution of the claims of the Settlement Class; and

g. Certification of the Settlement Class appears to meet all applicable requirements of law, including Federal Rule of Civil Procedure 23, the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715, and the U.S. Constitution.

3. Class Representative. Plaintiff Paul Fiskratti is designated as Class Representative for the Settlement Class.

4. Class Counsel. The Court appoints Crueger Dickinson LLC, Milberg Coleman Bryson Phillips Grossman PLLC, and Hudock Law Group S.C., as counsel for the Settlement Class. The Court finds that counsel is competent and capable of exercising all responsibilities as Class Counsel for the Settlement Class.

5. Final Approval Hearing. A final approval hearing shall be held before the Honorable Edward M. Chen on [REDACTED] (the “Final Approval Hearing” or “Fairness Hearing”) as set forth in the notice to the Settlement Class (described in Paragraph 6 below), to determine whether the Agreement is fair, reasonable and adequate and should be approved. Papers in support of final approval of the Agreement, the incentive award to Plaintiff and Class Counsel’s application for an award of attorneys’ fees, costs and expenses (the “Fee Application”) shall be filed with the Court according to the schedule set forth in Paragraph 13 below. The Final Approval Hearing may be postponed, adjourned, or continued by order of the Court without further notice to the Settlement Class. After the Final Approval Hearing, the Court may enter a settlement order and final judgment in accordance with the Agreement that will adjudicate the rights of the Settlement Class Members with respect to the Released Claims.

6. Class Notice. The Court hereby appoints and authorizes A.B. Data to be the Settlement Administrator, and thereby to perform and execute the notice responsibilities set forth in the Agreement. Class Notice shall commence on the Notice Date, which is defined in the Agreement as twenty-one (21) calendar days following entry of Preliminary Approval.

a. Email Notice. The Settlement Administrator shall provide for Email Notice by sending an email to the email addresses for Settlement Class Members identified by Defendant. The

Email Notice shall be substantially in the form attached to the Agreement as “Exhibit A.”

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

c. Internet Media Publication Notice. The Settlement Administrator shall implement an internet media effort of digital media advertising through Google Ads or a similar medium, to be distributed over desktop and mobile devices including tablets and smartphones, over a period of 60 days, targeting likely Settlement Class Members in California. The notice shall be substantially in the form attached to the Agreement as “Exhibit F.”

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

e. CAFA Notice. The Settlement Administrator shall be responsible for timely compliance with all CAFA notice requirements. The Settlement Administrator and the Parties shall work together in good faith to come to agreement regarding the form and content of, and secure any necessary court approval of, the CAFA Notice. All costs associated with effectuating CAFA Notice, including but not limited to postage and printing, shall be deemed Settlement Costs and paid exclusively from the Settlement Fund.

1 f. TCL Website Banner Notice. TCL will place a banner on the www.TCL.com
 2 homepage for the duration of the Claim Period informing consumers about the Settlement. The banner
 3 will be in a form substantially similar to the following: “Purchased a TCL TV in California from April
 4 2016 through December 2021? You May Be Entitled to Benefits from a Class Action Settlement. File
 5 a claim here [link].”

6 g. Push Notification Notice. TCL will issue one-time push notifications through
 7 the TCL Home App and T-Cast app for iPhone and Android devices informing users about the
 8 Settlement. The push notification will be in a form substantially similar to the following: “Purchased a
 9 TCL TV in California from April 2016 through December 2021? You May Be Entitled to Benefits
 10 from a Class Action Settlement. File a claim here [link].” The notification will link to the Settlement
 11 Website, or if not feasible, will provide the address for the Settlement Website.

12 7. Findings Concerning Class Notice. The Court finds that the foregoing program of
 13 Class Notice and the manner of its dissemination is the best practicable notice under the circumstances
 14 and is reasonably calculated to apprise the Settlement Class of the pendency of this Action and their
 15 right to object to or exclude themselves from the Settlement Class. The Court further finds that the
 16 Class Notice program is reasonable, that it constitutes due, adequate and sufficient notice to all persons
 17 entitled to receive notice and that it meets the requirements of due process and Federal Rule of Civil
 18 Procedure 23. The Court hereby approves that Notices in substantially the same forms as those
 19 attached as Exhibits to the Agreement.

20 8. Administration. The Claim Form and the Claims Process described in the Agreement
 21 are hereby approved.

22 9. Exclusion from the Settlement Class.

23 a. Persons in the Settlement Class will possess the right to opt out by sending a
 24 written request to the Settlement Administrator by the Objection/Exclusion Deadline. All Settlement
 25 Class Members who do not opt out in accordance with the terms set forth herein will be bound by all
 26 determinations and judgments in the Action.

27 b. Exclusion requests must: (a) state the Settlement Class Member’s name,
 28 address, and phone number; (b) be personally signed by the Settlement Class Member and not the

Settlement Class Member's attorney or anyone acting on the Settlement Class Member's behalf; and (c) include the statement "I/we request to be excluded from the class settlement in *Christopher Julian et al. v. TTE Technology, Inc.*, Case No. 43:20-CV-02857-EMC (N.D. Cal.)." Requests to opt-out that do not include all required information and/or that are not submitted on a timely basis, will be null, void, and ineffective. No Settlement Class Member, or any person acting on behalf of or in concert or participation with that Settlement Class Member, may exclude any other Settlement Class Member from the Settlement Class.

c. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a Settlement Class Member's opt-out/exclusion request has been timely submitted. In the event that the postmark is illegible, the opt-out/exclusion request shall be deemed untimely unless it is received by the Settlement Administrator within two (2) calendar days of the Objection/Exclusion Deadline.

10. Objections and Appearances.

a. Only Settlement Class Members may object to the Settlement. Any person in the Settlement Class who has not timely submitted a valid request for exclusion from the Settlement Class, and thus is a Settlement Class Member, may appear at the Final Approval Hearing to argue that the proposed Settlement should not be approved and/or to oppose the application of Class Counsel for an award of attorneys' fees and incentive awards to the Plaintiffs.

b. All written objections and supporting papers shall (a) contain and clearly identify the case name and number (*Christopher Julian et al. v. TTE Technology, Inc. dba TCL North America*, Case No. 3:20-CV-02857-EMC (N.D. Cal.)), (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, San Francisco Courthouse, 450 Golden Gate Avenue, Courtroom 5 - 17th Floor, San Francisco, CA 94102, or by filing them in person at any location of the United States District Court for the Northern District of California, and (c) be filed or postmarked on or before the Objection/Exclusion Deadline. Any objections that are not timely mailed or filed shall be forever barred. Written objections shall also contain: (1) the full name, address and telephone number of the Settlement Class Member; (2) a written statement of all grounds for the objection accompanied by legal support for the objection (if

any); (3) any papers, briefs or other documents upon which the objection is based; (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether the Settlement Class Member intends to appear at the Final Approval Hearing; (6) proof of membership in the Class; (7) a list of all objections filed by the objector and his or her counsel to class action settlements in the last three years; and (8) the signature of the Settlement Class Member and her or his counsel, if any.

c. In order to be heard at the Final Approval Hearing, the person also must file a Notice of Intention to Appear with the Court not later than the Objection/Exclusion Deadline.

d. The date of the postmark on the mailing envelope or a legal proof of service accompanied by a file-stamped copy of the submission shall be the exclusive means used to determine whether an objection and/or notice of intention to appear has been timely filed or served. In the event that the postmark is illegible, the objection and/or notice to appear shall be deemed untimely unless it is received by the Court within two (2) calendar days of the Objection/Exclusion Deadline.

e. Settlement Class Members who fail to timely submit a written objection in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

f. Class Counsel shall, at least fourteen (14) calendar days (or such other number of days as the Court shall specify) before the Final Approval Hearing, file any responses to any written objections submitted to the Court by Settlement Class Members in accordance with the Agreement.

11. Effect of Failure to Approve the Agreement. In the event the Agreement is not approved by the Court or is approved only with modifications, or the Agreement becomes null and void pursuant to its terms, or the Parties fail to obtain a Final Judgment as contemplated in the Agreement for any reason, then the following shall apply:

a. The Agreement and all orders and findings entered in connection with the Agreement shall become null and void and have no further force and effect, and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy, and that in such an event, the Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all parties, who shall be restored to their respective

positions as of the date of the Agreement;

b. The conditional certification of the Settlement Class pursuant to this Order shall be vacated automatically and void; no doctrine of waiver, estoppel or preclusion shall be asserted in any litigated certification proceedings in the Action; and the Agreement and its existence shall be inadmissible to establish any fact relevant to class certification or any alleged liability of Defendant for the matters alleged in the Action or for any other purpose;

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

d. Nothing contained in this Order is, or may be construed as, any admission or concession by or against Defendant or Plaintiffs on any point of fact or law.

12. Stay/Bar of Other Proceedings. All proceedings in this Action are stayed until further order of the Court, except as may be necessary to implement the terms of the Settlement. Pending final determination of whether the Settlement should be approved, Plaintiff, all persons in the Settlement Class and persons purporting to act on their behalf are enjoined from commencing or prosecuting (either directly, representatively or in any other capacity) against any of the Discharged Parties any action, arbitration or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims.

13. Deadlines Regarding Final Approval and Fee Application. The deadline to submit papers in support of Final Approval of the Agreement and the Fee Application, in addition to other pertinent deadlines discussed herein and in the Agreement, are as follows:

<u>Item</u>	<u>Deadline</u>
Funding of Administration Fund	(i.e., 21 days after Preliminary Approval)

1	Notice Deadline/Notice Date	<u> </u> (i.e., 21 days after Preliminary Approval)
2		
3	Objection/Exclusion Deadline	<u> </u> (i.e., 81 days after Preliminary Approval)
4		
5	Claim Deadline	<u> </u> (i.e., 81 days after Preliminary Approval)
6		
7	Final Tally	<u> </u> (i.e., 7 days after Claim Deadline)
8		
9	Plaintiffs' Motion for Attorneys' Fees and Incentive Awards	<u> </u> (i.e., 60 days prior to the date of Fairness Hearing)
10		
11	Motion for Final Approval	<u> </u> (i.e., 60 days prior to date of Fairness Hearing)
12		
13	Responses to Motion for Attorneys' Fees and Incentive Awards and Motion for Final Approval	<u> </u> (i.e., 30 days prior to date of Fairness Hearing)
14		
15	Plaintiffs' and Defendant's Responses to Objections	<u> </u> (i.e., 14 days prior to date of Fairness Hearing)
16		
17	Fairness Hearing	<u> </u> (i.e., 180 days after Preliminary Approval (or such other date set by the Court))
18		
19	Effective Date	<u> </u> (i.e., Date of Final Approval (assuming no objections))
20		
21	Fund Payment for Settlement Awards	<u> </u> (i.e., No later than 30 days after Effective Date)
22		
23	Payment of Attorneys' Fees and Incentive Awards	<u> </u> (i.e., No later than 21 business days after Effective Date)
24		
25	Distribution of Settlement Awards	<u> </u> (i.e., No later than 90 days after Effective Date)
26		
27	Post-Distribution Accounting	<u> </u> (i.e., 30 days after distribution of Settlement Awards)
28		

1 **IT IS SO ORDERED.**

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3 DATED:

4 The Honorable Edward M. Chen
5 United States District Judge
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Exhibit E

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

CHRISTOPHER JULIAN, PAUL FISKRATTI,
MARK PACANA, and WAYNE LEWALD,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

TTE TECHNOLOGY, INC., dba TCL NORTH
AMERICA,

Defendant.

Case No.: 3:20-CV-02857-EMC

**[PROPOSED] FINAL APPROVAL
ORDER AND ORDER OF DISMISSAL**

[PROPOSED] ORDER

The Court having held a Final Approval Hearing on [REDACTED], notice of the Final Approval Hearing having been duly given in accordance with this Court's Order Certifying Provisional Settlement Class, Preliminarily Approving Class Action Settlement, and Providing for Notice to the Settlement Class ("Preliminary Approval Order"), and having considered all matters submitted to it at the Final Approval Hearing and otherwise, and finding no just reason for delay in entry of this Final Approval Order and Order of Dismissal, and good cause appearing therefore,

It is hereby ORDERED, ADJUDGED, AND DECREED as follows:

1. The Settlement Agreement dated [REDACTED], including exhibits (the "Agreement"), and the definition of the words and terms contained therein, are incorporated by reference in this Order.

2. The Court has jurisdiction over the subject matter of the Action and over the Parties, including all members of the following Settlement Class certified for settlement purposes only in this Court's Preliminary Approval Order:

All individuals who, from April 24, 2016 to December 31, 2021, purchased a new TCL Television marketed as having a "Hz" rating twice as high as its native panel refresh rate (Hz) in the State of California.

Excluded from the Settlement Class are all persons who validly opt out of the Settlement in a timely manner; governmental entities; counsel of record (and their respective law firms) for the Parties; Defendant and any of its parents, affiliates, subsidiaries, independent service providers and all of their respective employees, officers, and directors; the presiding judge in the Action or any judicial officer presiding over the matter, and all of their immediate families and judicial staff; and any natural person or entity that entered into a release with Defendant prior to the Effective Date concerning the Televisions.

3. The Settlement Administrator determined that [REDACTED] persons timely and validly opted out of the Settlement and, thus, are excluded from the Settlement Class. The list of such persons timely and validly opting out of the Settlement is attached to the Declaration of [REDACTED] in

support of Plaintiffs' Motion for Final Approval as "**Exhibit [REDACTED]**." (Dkt. No. [REDACTED].) All Settlement Class Members not identified in Exhibit [REDACTED] shall be bound by this Order.

4. The Court hereby finds that the Agreement is the product of arm's length settlement negotiations among Plaintiffs, Class Counsel, and Defendant.

5. This Court now gives final approval to the Agreement, and finds that the Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class. The settlement consideration provided under the Agreement constitutes fair value given in exchange for the release of the Released Claims against the Discharged Parties. The Court finds that the consideration to be paid to Settlement Class Members is reasonable, and in the best interests of the Settlement Class Members, considering the total value of their claims compared to (i) the disputed factual and legal circumstances of the Action, (ii) defenses asserted in the Action, and (iii) the potential risks and likelihood of success of pursuing litigation on the merits. The complex legal and factual posture of this case, the amount of discovery completed, and the fact that the Settlement is the result of arm's-length negotiations between the Parties all support this finding. The Court finds that these facts, in addition to the Court's observations throughout the litigation, demonstrate that there was no collusion present in the reaching of the Agreement, implicit or otherwise.

6. The Court has considered the factors relevant to class action settlement approval, including: (1) the strength of the plaintiffs' case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action status throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental participant; and (8) the reaction of the class members to the proposed settlement. *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 944 (9th Cir. 2015).

7. The Court finds that the requirements of Rule 23(b)(3) of the Federal Rules of Civil Procedure have been satisfied for certification of the Settlement Class for settlement purposes only because: Settlement Class Members are so numerous that joinder of all members is impracticable; there are questions of law and fact common to the Settlement Class; the claims and defenses of the Class Representative are typical of the claims and defenses of the Settlement Class he represents; the

1 Class Representative has fairly and adequately protected the interests of the Settlement Class with
2 regard to the claims of the Settlement Class he represents; common questions of law and fact
3 predominate over questions affecting only individual Settlement Class Members, rendering the
4 Settlement Class sufficiently cohesive to warrant a class settlement; and the certification of the
5 Settlement Class is superior to individual litigation and/or settlement as a method for the fair and
6 efficient resolution of this matter.

7 8. The Court hereby finds and concludes that Class Notice was disseminated to members
8 of the Settlement Class in accordance with the terms set forth in Section IV of the Agreement and was
9 in compliance with this Court's Preliminary Approval Order.

10 9. The Court further finds and concludes that the Class Notice and Claims submission
11 procedures set forth in Sections III through IV of the Settlement Agreement fully satisfy Rule 23 of the
12 Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable
13 under the circumstances, provided notice to members of the Settlement Class who could be identified
14 through reasonable effort and support the Court's exercise of jurisdiction over the Settlement Class as
15 contemplated in the Settlement and this Order.

16 10. The Court finds that the Parties properly and timely notified the appropriate
17 government officials of the Settlement Agreement, pursuant to the Class Action Fairness Act of 2005
18 ("CAFA"), 28 U.S.C. § 1715.

19 11. Accordingly, the Agreement is hereby finally approved in all respects, and the Court
20 certifies the above-referenced Settlement Class.

21 12. The Parties are hereby directed to further implement the Agreement according to its
22 terms and provisions, but may agree to reasonable extensions of time to carry out any provisions of the
23 Agreement without further order from the Court. The Agreement is hereby incorporated into this Final
24 Approval Order and Order of Dismissal in full and shall have the full force of an Order of this Court.

25 13. The Court reserves jurisdiction over all matters arising out of the Agreement.

26 14. Plaintiffs and the Settlement Class hereby fully release and discharge Defendant and all
27 its present and former parent companies, subsidiaries, shareholders, officers, directors, employees,
28 agents, servants, registered representatives, affiliates, successors, personal representatives, heirs and

1 assigns, retailers, suppliers, distributors, endorsers, consultants, and any and all other entities or
2 persons upstream and downstream in the production/distribution channels (together, the “Discharged
3 Parties”) from all claims, demands, actions, and causes of action of any kind or nature whatsoever,
4 whether at law or equity, arising under federal, state, or local law, that Plaintiffs or Settlement Class
5 Members ever had, now have, or may have against the Discharged Parties in any other court, tribunal,
6 arbitration panel, commission, or agency, or before any governmental and/or administrative body, or
7 any other adjudicatory body, on the basis of, connected with, or arising from the Discharged Parties’
8 representations, advertising, marketing and/or sales of the Televisions during the Class Period relating
9 in any way to the refresh rate and/or effective refresh rate of the Televisions, and the claims alleged in
10 the operative complaint in the Action. This is notwithstanding that Plaintiffs and the Settlement Class
11 acknowledge that they may hereafter discover facts in addition to or different from those that they now
12 know or believe to be true concerning the subject matter of the Action and/or the Released Claims
13 herein. The Released Claims shall include, but are not limited to, all claims that have or could have
14 been asserted by any or on behalf of any Settlement Class Member in this Action and that are based on
15 the same factual predicate as the Action.

16 15. Defendant fully releases and discharges Class Representatives, Settlement Class
17 Members, and Class Counsel from all claims, demands, actions, and causes of action of any kind or
18 nature whatsoever, whether at law or equity, known or unknown, direct, indirect, or consequential,
19 liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, arising under common
20 law, regulatory law, statutory law, or otherwise, whether based on federal, state or local law, statute,
21 ordinance, regulation, code, contract, common law, or any other source, or any claim that Defendant
22 ever had, now has, may have, or hereafter can, shall or may ever have against Class Representatives,
23 Settlement Class Members, and Class Counsel in any other court, tribunal, arbitration panel,
24 commission, or agency, or before any governmental and/or administrative body, or any other
25 adjudicatory body, on the basis of, connected with, arising from, or in any way whatsoever relating to
26 the institution or prosecution of the Action, notwithstanding that Defendant acknowledges that it may
27 hereafter discover facts in addition to or different from those that it now knows or believes to be true
28 concerning the subject matter of the Action and/or the Released Claims herein.

1 16. In addition, any rights of the Plaintiffs to the protections afforded under Section 1542 of
2 the California Civil Code and/or any other similar, comparable or equivalent laws, are terminated.

3 17. Each and every Settlement Class Member, and any person actually or purportedly
4 acting on behalf of any Settlement Class Member(s), is hereby permanently barred and enjoined from
5 commencing, instituting, continuing, pursuing, maintaining, prosecuting or enforcing any Released
6 Claims (including, without limitation, in any individual, class or putative class, representative or other
7 action or proceeding), directly or indirectly, in any judicial, administrative, arbitral, or other forum,
8 against the Discharged Parties. This permanent bar and injunction is necessary to protect and
9 effectuate the Agreement, this Final Approval Order and Order of Dismissal, and this Court's
10 authority to effectuate the Agreement, and is ordered in aid of this Court's jurisdiction and to protect
11 its judgments.

12 18. The Agreement (including, without limitation, its exhibits), and any and all
13 negotiations, documents and discussions associated with it, shall not be deemed or construed to be an
14 admission or evidence of any violation of any statute, law, rule, regulation or principle of common law
15 or equity, of any liability or wrongdoing, by Defendant, or of the truth of any of the claims asserted by
16 Plaintiffs in the Action, and evidence relating to the Agreement shall not be discoverable or used,
17 directly or indirectly, in any way, whether in the Action or in any other action or proceeding, except
18 for purposes of enforcing the terms and conditions of the Agreement, the Preliminary Approval Order
19 and/or this Order.

20 19. If for any reason the Agreement terminates or Final Approval does not occur, then
21 certification of the Settlement Class shall be deemed vacated. In such an event, the certification of the
22 Settlement Class for settlement purposes shall not be considered as a factor in connection with any
23 subsequent class certification issues, and the Parties shall return to the status quo ante in the Action,
24 without prejudice to the right of any of the Parties to assert any right or position that could have been
25 asserted if the Settlement had never been reached or proposed to the Court.

26 20. In the event that any provision of the Agreement or this Final Approval Order and
27 Order of Dismissal is asserted by Defendant as a defense in whole or in part to any cause of action, or
28 otherwise asserted (including, without limitation, as a basis for a stay) in any other suit, action, or

1 proceeding brought by a Settlement Class Member or any person actually or purportedly acting on
2 behalf of any Settlement Class Member(s), that suit, action or other proceeding shall be immediately
3 stayed and enjoined until this Court or the court or tribunal in which the claim is pending has
4 determined any issues related to such defense or assertion. Solely for purposes of such suit, action, or
5 other proceeding, to the fullest extent they may effectively do so under applicable law, the Parties
6 irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or
7 objection that they are not subject to the jurisdiction of the Court, or that the Court is, in any way, an
8 improper venue or an inconvenient forum. These provisions are necessary to protect the Agreement,
9 this Order and this Court's authority to effectuate the Agreement, and are ordered in aid of this Court's
10 jurisdiction and to protect its judgment.

11 21. The Court approves Class Counsel's application for \$ [REDACTED] in attorneys' fees
12 and \$ [REDACTED] in costs.

13 22. The Court approves a service award to Class Representative Paul Fiskratti in the
14 amount of \$ [REDACTED].

15 23. No later than 30 calendar days after the Settlement Awards are distributed to the
16 Settlement Class Members who submitted timely and valid Claim Forms, Plaintiffs shall file a Post-
17 Distribution Accounting, which includes, to the extent possible, the information required under
18 Northern District of California Procedural Guidance for Class Action Settlements, and post the same
19 on the Settlement Website. This Final Order and Order of Dismissal, and any Final Judgment to be
20 entered hereon, shall also be posted on the Settlement Website.

21 24. Without affecting the finality of this Final Approval Order and Order of Dismissal, or
22 any Final Judgment to be entered hereon, the Court shall retain jurisdiction over all matters relating to
23 administration, consummation, enforcement, and interpretation of the Agreement.

24 25. The Court overrules any and all objections to the Settlement submitted by Settlement
25 Class Members.

26 26. This Court hereby dismisses the Action with prejudice, without costs to any party,
27 except as expressly provided for in the Agreement.
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1 **IT IS SO ORDERED.**

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3 DATED:

4 The Honorable Edward M. Chen
5 United States District Judge
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Exhibit F



Purchased a TCL TV IN CALIFORNIA

from April 2016 through
December 2021?

You May Be Entitled to a Payment
of up to \$40 from a
CLASS ACTION SETTLEMENT

File a CLAIM HERE

WebsiteURL.com