

**OWNERS OF CERTAIN MODELS OF ALCATEL ONETOUCH IDOL
3 BRAND SMARTPHONES MAY CLAIM SETTLEMENT BENEFITS.**

This Class Action Settlement May Affect Your Rights

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

- The Settlement resolves a lawsuit over Defendants’ sale of Alcatel OneTouch Idol 3 Smartphones with LTE
- Band 12, and subsequent removal of LTE Band 12 frequency in a software update which Plaintiffs contended greatly reduced the functionality of the Idol 3 Smartphones.
- The two sides disagree on whether Defendants did anything wrong.
- If you reside in the United States, excluding the states of North Carolina or Kentucky, and purchased either an:
 - Alcatel OneTouch Idol 3 4.7 inch smartphone
 - Alcatel OneTouch Idol 3 5.5 inch smartphone

during the time period of January 1, 2015 – December 27, 2016, you are a Class Member and may be eligible to make a claim and seek the relief described herein.

- All claims must be made during a 12-month claim period that begins on July 24, 2020 and ends on July 24, 2021 (the “Claims Deadline”). If the case is appealed, the claim period may be delayed.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
JOIN THE SETTLEMENT BY SUBMITTING A CLAIM FORM	<p>If you choose to be included, you will share in the settlement and be eligible for either a new phone or restoration of Band 12 capability on your smartphone. By joining the settlement, you give up rights to separately bring a lawsuit on your own against any of the Defendants for the same claims in this lawsuit.</p> <p>If you want to be included, you must complete and return the claim form included with this Notice. You must do so no later than July 24, 2021. You can file and sign the claim form electronically by visiting www.AlcatelBand12nationwidesettlement.com, or you can return it in the enclosed envelope, or you can send it by fax to 215-827-5551.</p>

DO NOTHING	By doing nothing, you will not receive any relief from the settlement. If the Court approves the Settlement and that approval becomes final, you will be deemed to have released and waived any claims, which were, or could have been, alleged in the lawsuit for removal of Band 12.
REQUEST TO BE EXCLUDED	You may exclude yourself from the Settlement by submitting a “Request for Exclusion” to counsel for the Parties, as detailed below, by September 7, 2020. If you exclude yourself, you will not participate in these proceedings, nor will you receive any relief from this Settlement. You also will retain the right to assert any claims you may have against Defendants for their removal of Band 12. Note that you have a right to opt out of the Settlement only if you purchased one of the Idol 3 Smartphones and have not objected to the Settlement.
FILE AN OBJECTION	<i>If you do not</i> submit a timely and complete Request for Exclusion, you can object to the terms of the Settlement, and/or the attorneys’ request for fees and expenses, and/or the Settlement Class Representatives’ request for Incentive Awards. Any objections to the Settlement must be filed with the Court and served on Counsel for the Parties by September 7, 2020. More details on objecting are set forth in the answers to questions 16 through 18 below. Note that if the Court approves the Settlement despite your or any other objections and you have not submitted a claim form, you will not receive any relief from the Settlement.

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

The Court that is supervising this case has granted preliminary approval of the Settlement, but still has to decide whether to grant final approval. The final approval hearing will take place on November 13, 2020. Settlement benefits will be distributed only if and after the Court grants final approval of the Settlement and any appeals are resolved.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION..... 4

- 1. Why was this Notice issued? 4
- 2. What is this lawsuit about? 4
- 3. Why is this a class action? 4
- 4. Why is there a Settlement? 4

WHO IS IN THE SETTLEMENT? 5

- 5. How do I know if I am part of the Settlement?..... 5
- 6. What Alcatel Smartphones are included in the Settlement? 5
- 7. Are there exceptions to being included in the Settlement?..... 5
- 8. What if I am not sure whether I am included in the Settlement?..... 5

THE SETTLEMENT BENEFITS: WHAT YOU GET AND HOW YOU GET IT 5

- 9. What does the Settlement provide?..... 5
- 10. What claims against Alcatel am I releasing? 6

THE LAWYERS REPRESENTING PLAINTIFFS..... 6

- 11. Do I have a lawyer in this case?..... 6
- 12. How will the lawyers be paid?..... 6

EXCLUDING YOURSELF FROM THE SETTLEMENT..... 6

- 13. What do I do if I do not want to be included in the Settlement? 6
- 14. What happens if I don't opt out before September 7, 2020? 7

OBJECTING TO THE SETTLEMENT..... 7

- 15. How do I tell the Court that I like or don't like the Settlement? 7
- 16. When and where will the Court decide whether to approve the Settlement? 8
- 17. Do I have to attend the hearing? 8
- 18. May I speak at the hearing? 8

IF YOU DO NOTHING 8

- 19. What happens if I do nothing at all? 8
- 20. How do I get more information?..... 9

CLAIM FORM AND SETTLEMENT DECLARATION 10

BASIC INFORMATION

1. Why was this Notice issued?

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

2. What is this lawsuit about?

The person who filed the class action is called the “Plaintiff” and TCL Communication, Inc. et al., are the “Defendants.” A lawsuit was filed in Superior Court in California, captioned *Lai v. TCL Communication, Inc. et al.*, Case No. HG19034532, which alleges that Defendants marketed, warranted and sold Alcatel OneTouch Idol 3 4.7 inch and 5.5 inch smartphones as possessing compatibility with LTE Band 12, a frequency on which mobile phones operate for high speed communication. Plaintiffs further contended that Defendants removed LTE Band compatibility from all OneTouch Idol 3 Smartphones in a software update, greatly reducing the functionality of the OneTouch Idol 3 Smartphones. Plaintiffs assert legal claims on behalf of themselves and all members of the “Settlement Class,” defined below. Those claims include claims that Defendants violated the Unlawful and Deceptive Trade Practice Act, Consumer Legal Remedies Act, False Advertising Law, the Song-Beverly Consumer Warranty Act, and breached express and implied warranties to purchasers of the OneTouch Idol 3 Smartphones. Alcatel denies these claims, as well as any wrongdoing in the sale, distribution or marketing of the OneTouch Idol 3 Smartphones. More information can be found at www.AlcatelBand12nationwidesettlement.com, by writing to Plaintiffs’ Class Counsel: Nicholas A. Migliaccio, Jason S. Rathod, or Esfand Y. Nafisi of Migliaccio & Rathod LLP, 412 H Street NE, Suite 302, Washington, D.C. 20003; or by calling 1-866-742-4955. A copy of the Settlement Agreement will be available at www.AlcatelBand12nationwidesettlement.com, and is also on file with the Court.

3. Why is this a class action?

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

4. Why is there a Settlement?

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

WHO IS IN THE SETTLEMENT?

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

You are entitled to Settlement benefits if you reside in the United States, excluding the states of North Carolina or Kentucky, and purchased either an Alcatel OneTouch Idol 3 4.7 inch or 5.5 inch Smartphone during the time period of January 1, 2015 – December 27, 2016 and used the T-Mobile network, which includes the following mobile virtual network operators (“MVNOs”): Lyca Mobile, MetroPCS, Net10, Republic Wireless, Simple Mobile, Straight Talk, Ting, TracFone, Ultra Mobile, Univision Mobile, US Mobile, Walmart Family Mobile, ZIP SIM (formerly Ready SIM).

6. What Alcatel Smartphones are included in the Settlement?

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

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

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

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

If you are not sure whether you are included in the Settlement Class, you may visit www.AlcatelBand12nationwidesettlement.com for more information, or call 1-866-742-4955, and ask for assistance.

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

9. What does the Settlement provide?

For each eligible Settlement Claim Member who submits a valid Claim Form and Release that includes evidence that the Settlement Class Member’s Idol 3 Smartphone used the T-Mobile Network, which includes the following mobile virtual network operators (“MVNOs”): Lyca Mobile, MetroPCS, Net10, Republic Wireless, Simple Mobile, Straight Talk, Ting, TracFone, Ultra Mobile, Univision Mobile, US Mobile, Walmart Family Mobile, ZIP SIM (formerly Ready SIM). , Defendants will, at their sole and exclusive option, either: (1) reinstate LTE Band 12 functionality on the particular Settlement Class Member’s Idol 3 Smartphone within a reasonable period of time not to exceed three (3) months from the Court’s Final Order approving the Settlement; or two (2) provide a comparable replacement Alcatel smartphone (i.e., one with a manufacturers’ suggested retail price of at least \$179.99 and LTE Band 12 compatibility) for each Idol 3 Smartphone originally purchased by a Settlement Class Member within a reasonable period of time not to exceed three (3) months from the Court’s Final Order approving the Settlement (“the Award Deadline”), or within one (1) month of the receipt of a valid and timely Claim Form if the Claim Form is received after the Award Deadline.

10. What claims against Alcatel am I releasing?

If you are a Settlement Class Member, when the Settlement becomes final – even if you do not claim the benefits described in Answer 9 – you will be releasing Defendants and their officers, directors, employees, and related corporate entities, from any liability for all claims associated with this case, and you will be bound by the release included in the Settlement Agreement. A copy of the Settlement Agreement containing the release is available at www.AlcatelBand12nationwidesettlement.com.

THE LAWYERS REPRESENTING PLAINTIFFS

11. Do I have a lawyer in this case?

Yes. Nicholas A. Migliaccio and Jason S. Rathod of Migliaccio & Rathod LLP, 412 H Street NE, Suite 302, Washington, D.C. 20003 and Esfand Y. Nafisi 388 Market Street, Suite 1300, San Francisco, CA 94111 have been appointed by the Court to represent you and the other Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. How will the lawyers be paid?

Plaintiffs’ counsel will ask the Court to award attorneys’ fees and of no more than \$72,500 and to award reimbursement of reasonable expenses incurred in litigating this case. The Court may award a different amount.

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

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

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

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

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

Your exclusion request must be mailed to the address set forth above and must be postmarked no later than September 7, 2020 or it will not be accepted. If you do not specifically request to be excluded by following these directions, you will automatically be a member of the Settlement Class. If you opt out of the Settlement Class, you will not be eligible for any Settlement benefits, and will waive all rights to object to the Settlement. Similarly, if you file an objection to the Settlement with the Court (see Question 15 below), you will not be able to exclude yourself from the Settlement Class.

14. What happens if I don't opt out before September 7, 2020?

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

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can express your objection to the Settlement. The Court will consider your views. To object, you must send a letter to Plaintiffs' and Defendants' Counsel at the address below saying that you object to the terms of the Settlement. Your objection must: (i) identify the Class Smartphone that you purchased by model number and serial number; (ii) state in detail the legal and factual ground(s) for your objection; (iii) include your name, address and telephone number, and, if represented by counsel, counsel's name, address and telephone number; (iv) indicate whether you or your attorney intend to speak at the Fairness Hearing; and (v) be signed by you. If you are represented by your own separate counsel, that attorney will also need to file his or her appearance with the Court by no later than September 7, 2020.

Please include the phrase "*Lai v. TCL Communication, Inc. et al.*, Case No. HG19034532," below the Defendants' Counsel's address on the envelope containing your objection.

You must also deliver the objection to Plaintiffs' and Defendants' Counsel at the following addresses, so that it is *received* by no later than September 7, 2020.

CLASS COUNSEL FOR PLAINTIFF AND THE SETTLEMENT CLASS:

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

Esfand Y. Nafisi, Esq.
Migliaccio & Rathod LLP
388 Market Street, Suite 1300
San Francisco, CA 94111

COUNSEL FOR DEFENDANTS:

Brian Shaffer, Esq.
Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103-2921

Louis Lee, Esq.
Morgan, Lewis & Bockius LLP
One Market, Spear Street Tower
San Francisco, CA 94105

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

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

The Court will hold a Fairness Hearing before the Honorable Winifred Smith at 9:00 a.m. on November 13, 2020, in the Courtroom of the Superior Court of California County of Alameda, County Administration Building, 1221 Oak Street, Oakland, CA 94612. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court also may decide how much to pay Plaintiffs' Counsel. After the hearing, the Court will decide whether to grant final approval of the Settlement. We do not know how long these decisions will take.

17. Do I have to attend the hearing?

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

18. May I speak at the hearing?

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

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, you will be a Member of the Settlement Class. However, you will not get any Settlement benefits unless you submit a valid Claim Form and Release. **Moreover, any and all claims you have relating to the removal of LTE Band 12 functionality on the Idol 3 Smartphones, excluding any claims for personal injury that may be related to the removal**

of LTE Band 12 functionality on the Idol 3 Smartphones, will be released. If you do nothing, the rights you will release may be significant and include, but are not limited to, the following:

- All claims relating to the removal of the LTE Band 12 functionality from Idol 3 Smartphones based in tort, contract, or statute;
- All claims for money damages and equitable relief; and
- All claims for violations of California’s Consumer Legal Remedies Act, California’s False Advertising Laws, the Song-Beverly Consumer Warranty Act, California’s Unfair, Unlawful and Deceptive Trade Practices Act, breach of express warranty, breach of implied warranty of merchantability, and unjust enrichment.

20. How do I get more information?

If you think you may be a Settlement Class Member or may have purchased an Idol 3 Smartphone and would like more information about the lawsuit or the terms of the proposed Settlement, you may review the pleadings, records and other papers on file in this lawsuit, including the Court’s Order regarding the Preliminary Approval of Class Settlement and the proposed Settlement Agreement, which may be inspected on weekdays, during normal business hours, at the Clerk’s Office, United States District Court for the Western District of North Carolina, 195 Charles R. Jonas Building, 401 W. Trade Street, Charlotte, NC 28202, or at www.pacer.gov. The Preliminary Approval Order and Settlement Agreement will also be available on www.AlcatelBand12nationwidesettlement.com. For information on any matters contained in this Notice, you may write to or call Plaintiffs’ Counsel:

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

Esfand Y. Nafisi, Esq.
Migliaccio & Rathod LLP
388 Market Street, Suite 1300
San Francisco, CA 94111
Telephone: (415) 489-7004

You may also visit www.AlcatelBand12nationwidesettlement.com for more information, or call 1-866-742-4955, and ask for assistance.

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

Dated: July 24, 2020

CLAIM FORM AND SETTLEMENT DECLARATION

Alcatel Band 12 Settlement
c/o RG2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479
Toll-free Phone: 866-742-4955
Facsimile: 215-827-551
www.AlcatelBand12nationwidesettlement.com

Claim Form and Release

First, Last _____
Company _____
Address 1 _____
Address 2 _____
City, State Zip Code _____
Telephone Number: _____
Email Address: _____

Instructions

1. To file a claim, you must
 - a. provide evidence that you reside outside of North Carolina or Kentucky.
 - b. provide evidence that you purchased an Alcatel OneTouch Idol 3 4.7 inch or 5.5 inch smartphone between January 1, 2015 and December 27, 2016.
 - c. provide evidence that your OneTouch Idol 3 Smartphone used the T-Mobile Network, which includes the following mobile virtual network operators (“MVNOs”): Lyca Mobile, MetroPCS, Net10, Republic Wireless, Simple Mobile, Straight Talk, Ting, TracFone, Ultra Mobile, Univision Mobile, US Mobile, Walmart Family Mobile, ZIP SIM (formerly Ready SIM). Documentation sufficient to evidence that your OneTouch Idol 3 Smartphone used the T-Mobile Network (or MVNO) includes a copy of cell phone bill, or a credit card or other account statement evidencing that your Alcatel OneTouch Idol 3 Smartphone used the T-Mobile Network (or MVNO).
 - d. then date and sign the “Release” section below.

I hereby release Defendants, TCL Communication, Inc., TCT Mobile (US) Inc., TCT Mobile, Inc., and TCT Mobile (US) Holdings Inc., from any and all claims I may have relating to removal of LTE Band 12 functionality from the OneTouch Idol 3 Smartphones, including but not limited to violations of California’s Consumer Legal Remedies Act, California’s False Advertising Laws, the Song-Beverly Consumer Warranty Act, California’s Unfair, Unlawful and Deceptive Trade Practices Act, breach of express warranty, breach of implied warranty of merchantability, and unjust enrichment, excluding any claims for personal injury that may be related to the removal of LTE Band 12 functionality on the Idol 3 Smartphones.

Date (mm/dd/yyyy)

Signature