

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA**

ALEKSANDR UZUN,

Plaintiff,

-against-

ARRIS INTERNATIONAL, PLC, ANDREW W. BARRON, J. TIMOTHY BRYAN, JAMES A. CHIDDIX, ANDREW T. HELLER, JEONG KIM, BRUCE MCCLELLAND, BARTON Y. SHIGEMURA, ROBERT J. STANZIONE, DOREEN A. TOBEN, DEBORA J. WILSON, and DAVID A. WOODLE,

Defendants.

Case No. 18-CV-05555-WMR

LOUISE AGNES-SAMPSON, Individually and
On Behalf of All Others Similarly Situated,

Plaintiff,

-against-

ARRIS INTERNATIONAL, PLC, ROBERT J. STANZIONE, BRUCE MCCLELLAND, ANDREW W. BARRON, J. TIMOTHY BRYAN, JAMES A. CHIDDIX, ANDREW T. HELLER, JEONG KIM, BARTON Y. SHIGEMURA, DOREEN A. TOBEN, DEBORA J. WILSON, and DAVID A. WOODLE,

Defendants.

Case No. 19-cv-00243-WMR

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING

TO: ALL PERSONS WHO OWNED ANY INTEREST IN THE COMMON STOCK OF ARRIS INTERNATIONAL, PLC (“ARRIS” OR THE “COMPANY”) AT ANY TIME BETWEEN AND INCLUDING NOVEMBER 8, 2018, AND APRIL 4, 2019, EITHER OF RECORD OR BENEFICIALLY.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF A LAWSUIT AND CONTAINS IMPORTANT INFORMATION. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS LITIGATION.

This Notice is for your information only. You are not being sued. You do not need to appear in court. You do not need to hire an attorney in this case.

I. PURPOSE OF THIS NOTICE

The purpose of this Notice is to inform you of the proposed settlement of the above-captioned class action litigation pending in the United States District Court for the Northern District of Georgia (the “Court”). This Notice also informs you of the Court’s preliminary certification of a Settlement Class (as defined below) for purposes of the

Settlement¹ and of your right to participate in a hearing to be held on April 22, 2020 at 9:30 a.m. in Courtroom 1705 of the United States District Court for the Northern District of Georgia, Atlanta Division, at the Richard B. Russell Federal Building, 2211 United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, Georgia 30303 (the “Settlement Hearing”) to determine the matters enumerated herein.

The Court has provisionally certified a non-opt-out class action for purposes of the Settlement only pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of a class consisting of any and all record holders and beneficial owners of common stock of ARRIS who held or owned such stock at any time during the period beginning on and including November 8, 2018, through and including the date of consummation of the Acquisition (the “Class Period”), including any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, beneficiaries, legatees, devisees, assigns and transferees, immediate and remote, and any other person or entity acting for or on behalf of, or claiming under, any of the foregoing (the “Settlement Class”), but excluding Defendants and their immediate family members, any entity in which any Defendant has a controlling interest, and any successors-in-interest thereto.

This Notice is not an expression of any opinion by the Court with respect to the truth of the allegations in the Actions or the merits of the claims or defenses asserted by or against any party. It is solely to notify you of the terms of the proposed Settlement and your rights related thereto. The terms of the proposed Settlement of the Actions are set forth in a Stipulation of Settlement and Release Agreement executed by Plaintiffs’ Counsel and Defendants’ counsel as of December 4, 2019 (the “Stipulation”). This summary should be read in conjunction with, and is qualified in its entirety by reference to, the text of the Stipulation, which has been filed with the Court.

II. BACKGROUND OF THE ACTION

On November 8, 2018, ARRIS, a holding company incorporated under the laws of England and Wales, and CommScope jointly announced that they had entered into a Bid Conduct Agreement (the “Acquisition Agreement”), pursuant to which CommScope acquired ARRIS (the “Acquisition”). Under the terms of the Acquisition Agreement, CommScope acquired all of the issued and to-be-issued ordinary shares of ARRIS for \$31.75 in cash per ordinary share (the “Acquisition Consideration”). On November 30, 2018, ARRIS filed a Schedule 14A Preliminary Proxy Statement (the “Preliminary Proxy”) with the United States Securities and Exchange Commission (the “SEC”).

Following the announcement of the Acquisition and filing of the Preliminary Proxy, the following complaints were filed challenging the Acquisition: (i) *Uzun v. ARRIS International plc, et al.*, Case No. 1:18-cv-05555, in the United States District Court for the Northern District of Georgia (the “*Uzun* Action”); and (ii) *Kent v. ARRIS International plc, et al.*, Case No. 1:18-cv-01960-MN, in the United States District Court for the District of Delaware (the “*Kent* Action”). The *Uzun* Action names as defendants ARRIS and Robert J. Stanzione, Bruce McClelland, Andrew W. Barron, J. Timothy Bryan, James A. Chiddix, Andrew T. Heller, Jeong Kim, Barton Y. Shigemura, Doreen A. Toben, Debora J. Wilson, and David A. Woodle (the “Individual Defendants,” and together with ARRIS, the “Defendants”). The *Uzun* Action alleges that the Defendants violated Sections 14(a) and 20(a) of the Securities Exchange Act of 1934 (the “Exchange Act”), and the SEC’s rules and regulations promulgated under Section 14(a), in connection with the Preliminary and/or Definitive Proxy. The *Uzun* Action seeks, among other things, to preliminarily and permanently enjoin the consummation of the Acquisition. The *Kent* Action was a substantially similar second lawsuit brought as a putative class action which also named CommScope as a defendant.

On December 19, 2018, ARRIS filed a Schedule 14A Definitive Proxy Statement (the “Proxy”) with the SEC, recommending that ARRIS shareholders vote in favor of the Acquisition at a special shareholder meeting scheduled for February 1, 2019. Plaintiffs contend that additional information disclosed in the Proxy addressed certain claims in the *Uzun* Action concerning ARRIS’s financial advisor’s *Selected Publicly Traded Companies Analysis* and employment-related negotiations and communications in the Preliminary Proxy (the “Mooting Disclosures”).

On December 26, 2018, Plaintiff Louise Agnes-Sampson filed the action captioned *Agnes-Sampson v. ARRIS International plc, et al.*, Case No. 19-cv-00243-WMR in the United States District Court for the Southern District of New York (“SDNY”), alleging that the Defendants violated Sections 14(a) and 20(a) of the Exchange Act, and the SEC’s rules and regulations promulgated under Section 14(a), in connection with the Proxy (the “*Agnes-Sampson* Action”). The *Agnes-Sampson* Action also seeks, among other things, to preliminarily and permanently enjoin the consummation of the Acquisition. On December 27, 2018, Plaintiff Agnes-Sampson filed a Motion for Preliminary Injunction (the “PI Motion”) in which she sought to enjoin the shareholder vote on the Acquisition unless and until certain additional supplemental disclosures were made to ARRIS’s shareholders.

¹ Capitalized terms (other than proper nouns) that are not defined herein shall have the meanings set forth in the Stipulation.

On January 3, 2019, Plaintiff Agnes-Sampson filed a motion requesting that SDNY grant an order expediting discovery in connection with the PI Motion. On January 8, 2019, Defendants filed (i) a response in opposition to Plaintiff Agnes-Sampson's letter motion for expedited discovery, and (ii) a motion requesting that SDNY transfer the *Agnes-Sampson* Action to the United States District Court for the Northern District of Georgia. Subsequently, on January 9, 2019, counsel for Plaintiff Agnes-Sampson conferred with counsel for Defendants and stipulated to the transfer of the *Agnes-Sampson* Action to the United States District Court for the Northern District of Georgia. That same day, Defendants provided to counsel for Plaintiffs, on a confidential basis, certain documents regarding the transaction in furtherance of a possible resolution of the Actions. On January 11, 2019, SDNY entered an order in the *Agnes-Sampson* Action transferring the case to this Court.

On January 18, 2019, after arm's-length discussions and negotiations concerning a possible resolution of the Actions, and after Plaintiffs' Counsel reviewed and considered the previously produced documents relating to the Acquisition and other matters, the parties entered into a Memorandum of Understanding ("MOU") regarding settlement and the disclosure of additional information to ARRIS stockholders (the "Supplemental Disclosures") that Plaintiffs' Counsel believed would address the disclosure claims asserted in the Actions. That same day, ARRIS filed a Form 8-K with the SEC containing the Supplemental Disclosures, a copy of which is attached to the Stipulation as Exhibit A. On January 23, 2019, Plaintiffs filed a notice of withdrawal of Plaintiff Agnes-Sampson's preliminary injunction and informed the Court of the proposed Settlement.

On February 1, 2019, at a special meeting of the stockholders of ARRIS, stockholders holding 99% of the outstanding shares of ARRIS voted to approve the Acquisition, among other things. On February 11, 2019, the *Kent* Action was voluntarily dismissed. On April 4, 2019, the Acquisition was completed pursuant to the Acquisition Agreement.

III. REASONS FOR THE SETTLEMENT

The Parties have determined that it is desirable and beneficial that the Actions be fully and finally settled in the manner and upon the terms and conditions set forth in the Agreement.

A. Why Did Plaintiffs Agree to Settle?

Plaintiffs and their counsel believe that the claims asserted in the Actions have merit. However, Plaintiffs' Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Actions against Defendants through trial and through appeals. Plaintiffs' Counsel have also taken into account the uncertain outcome and the risk of any litigation, especially in complex cases such as the Actions, as well as the difficulties and delays inherent in such litigation. Plaintiffs' Counsel are also mindful of the inherent problems of proof and possible defenses to the claims asserted in the Actions.

Plaintiffs' Counsel have conducted a detailed review and analysis of the Preliminary and Definitive Proxies as well as other publicly available documents and other non-public documents produced by ARRIS. Additionally, prior to execution of this Stipulation, Plaintiffs' Counsel took the depositions on March 19, 2019 of Mr. Bruce McClelland, the former Chief Executive Officer of ARRIS and a member of its board of directors, and of Mr. David Potts, the former Chief Financial Officer of ARRIS.

As a result, Plaintiffs and their counsel have concluded that the additional disclosures provided ARRIS stockholders with material information that cured the alleged disclosure deficiencies, misstatements, and/or omissions forming the basis for the claims in the Actions, and permitted ARRIS's stockholders to make a materially fully informed decision with respect to the Acquisition and eliminated any need for expedited or injunctive relief as sought in the Actions and any motions, and entry by Plaintiffs into the Settlement is not an admission as to the lack of any merit of any of the claims asserted in the Actions.

B. Why Did the Defendants Agree to Settle?

Defendants each have denied vigorously, and continue to deny vigorously, that he, she, or it committed any breach or violation of law, including the federal securities laws, or engaged in any of the wrongful acts alleged in the Actions, and that any additional disclosures (including the Supplemental Disclosures) were required under any applicable rule, regulation, statute, or law or are material as a matter of law. Each Defendant expressly maintains that he, she, or it diligently and scrupulously complied with his, her or its fiduciary and other legal duties, to the extent such duties exist, and is entering into this Stipulation solely to eliminate the burden, expense, and uncertainties inherent in further litigation and to terminate all claims that were or could have been asserted against Defendants in connection with the Acquisition Agreement and the transactions contemplated thereby, including the Acquisition, and the Proxy.

IV. SETTLEMENT TERMS

Based on Plaintiffs' evaluation of public and non-public documents and, after consulting with their financial expert and completing confirmatory discovery, Plaintiffs' Counsel has concluded that the proposed Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class and that it is reasonable to pursue the Settlement based upon the terms and procedures outlined in the Stipulation, and preliminarily approved by the Court by the Preliminary Approval Order dated January 9, 2020. The Court must give formal, final approval to the Settlement before it can become effective.

Pursuant to the Stipulation, the principal terms of the Settlement are as follows:

A. Consideration to Class Members.

The Supplemental Disclosures were agreed to and provided in consideration of the full and final settlement and dismissal with prejudice of the Actions and the release of any and all Released Claims (as defined below), and no Released Parties shall have any obligation to pay or bear any additional amounts, expenses, costs, damages, or fees to or for the benefit of Plaintiffs or any Settlement Class members in connection with the Settlement, including but not limited to attorneys' fees and expenses for any counsel to any Settlement Class member, or any costs of notice or settlement administration or otherwise; provided, however, that (i) all costs in providing this Notice to the Settlement Class members shall be paid by, or caused to be paid by, ARRIS (or its successor and/or its insurer(s)), as set forth in the Stipulation; and (ii) ARRIS (or its successor and/or its insurer(s)) shall be obligated to pay attorneys' fees and expenses to Plaintiffs' Counsel upon an award, if any, of attorneys' fees and expenses by the Court.

B. Dismissal with Prejudice of Claims Against Defendants; Release by Settlement Class of Claims Against Released Parties.

If the Settlement is given final approval by the Court, all claims of every nature and description whatsoever, against any of the Released Parties, that have been or could have been asserted in any forum, court, tribunal, or proceeding (including, but not limited to, any claims arising under federal, state, or common law, the federal securities laws, and any state disclosure law), by or on behalf of Plaintiffs or any member of the Settlement Class in his, her, or its capacity as an ARRIS stockholder (the "Releasing Persons"), related to any disclosures (or lack thereof) to ARRIS's stockholders concerning the Acquisition, Acquisition Agreement, the Preliminary Proxy, Proxy, Supplemental Disclosures, or Acquisition Consideration and any fiduciary duty claims concerning the decision to enter into the Acquisition or Acquisition Agreement, in any form, including individual, direct, class, derivative, representative, legal, equitable, or any other type or in any other capacity, whether state or federal, common law or statutory, including, without limitation, claims under the federal securities laws (the "Released Claims") will be finally, fully, and completely discharged, dismissed with prejudice on the merits, and settled and released; provided, however, for the avoidance of doubt, the Released Claims shall not include (i) the right to enforce the Settlement; and/or (ii) any claims under the federal securities laws that do not arise out of, or relate to, the Acquisition, Acquisition Agreement, the Preliminary Proxy, Proxy, and Supplemental Disclosures, the transactions contemplated thereby, or any statements or other disclosures made in connection therewith.

The Settlement is intended to extinguish all of the Released Claims and, consistent with such intention, the Releasing Parties shall waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of any state, federal or foreign law or principle of common law, which may have the effect of limiting the release set forth above. This shall include a waiver by the Releasing Parties of any rights pursuant to Section 1542 of the California Civil Code (or any similar, comparable, or equivalent provision of any federal, state, or foreign law, or principle of common law), which provides:

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 acknowledge, and the members of the Settlement Class shall be deemed by operation of the entry of a final order and judgment approving the Settlement to have acknowledged, that the foregoing waiver was separately bargained for, is an integral element of the Settlement, and was relied upon by each and all of the Defendants in entering into the Settlement.

In entering into the Settlement, Plaintiffs assume the risk of any mistake of fact or law if Plaintiffs should later discover that any fact they relied upon in entering into the Settlement is not true, or that their understanding of the facts or law was incorrect. In such event, Plaintiffs shall not be entitled to seek rescission of this Settlement, or otherwise attack the validity of the Settlement, based on any such mistake. The Settlement is intended to be final and binding upon Plaintiffs regardless of any mistake of fact or law.

From the date of the Preliminary Approval Order until the Court determines whether a final judgment should be entered, Plaintiffs and all other members of the Settlement Class, and any of them, and anyone acting on their behalf, are barred and enjoined from commencing, prosecuting, instigating or in any way participating in the commencement or prosecution of any action asserting any Released Claims, either directly, representatively, derivatively, or in any other capacity, against any Released Party.

C. Plaintiffs' Attorneys' Fees and Expenses.

Settlement Class members will not be required to make any payments to Plaintiffs' Counsel for attorneys' fees or expenses. Plaintiffs' Counsel intends to seek an award of attorneys' fees, costs, and expenses to be paid by ARRIS or its successor and/or their insurer(s) and/or the insurer(s) of the Individual Defendants for the efforts of Plaintiffs' Counsel in filing, prosecuting, and settling the Actions in an amount not to exceed \$437,500 at the Settlement Hearing (the "Fee and Expense Award"). Plaintiffs' Counsel will file their application for attorneys' fees and reimbursement of expenses thirty (30) calendar days prior to the date of the Settlement Hearing. Plaintiffs' Counsel agree not to seek an award of fees in any other court in connection with the Actions and the Settlement.

Any fees and expenses awarded by the Court in connection with the Settlement shall be payable by ARRIS (or its assigns or successor(s) in interest, and/or their insurer(s), and/or the insurer(s) of the Individual Defendants) within ten (10) days after the later of (a) the Court's Final Approval of the Settlement, or (b) receipt of written payment instructions from Plaintiffs' Counsel; provided, however, that no fees or expenses shall be paid to Plaintiffs' Counsel in the absence of approval by the Court of the Settlement and a complete release of all the Released Persons in the form customarily approved in connection with the Settlement. Plaintiffs' Counsel shall be jointly and severally responsible for the repayment of any such fees as may be reduced or rescinded upon a successful appeal or collateral attack.

Plaintiffs' Counsel warrants that no portion of any such fees and expenses shall be paid to any Plaintiff or to any member of the Settlement Class, except as approved by the Court.

Final resolution by the Court of the amount of fees and expenses to be paid to Plaintiffs' Counsel shall not be a condition to the Settlement or entry of the Order and Final Judgment. Any failure by the Court to approve any amount of fees or any request for attorneys' fees and expenses in whole or in part shall not affect the validity, finality, or effectiveness of the Settlement.

Unless otherwise ordered by the Court, Plaintiffs' Counsel will file their application for attorneys' fees and reimbursement of expenses thirty (30) calendar days prior to the date of the Settlement Hearing (as defined below). All papers will be available for review at the office of the Clerk of Court, at the address set forth below. The Settlement described in this Notice is in no way conditioned on the award of attorneys' fees or reimbursement of expenses. Approval or disapproval in whole or in part of an application for payment of fees and expenses by Plaintiffs' Counsel will not affect the finality or binding nature of the Settlement or releases described in this Notice.

V. THE SETTLEMENT HEARING

On April 22, 2020 at 9:30 a.m., the Settlement Hearing will be held at the United States District Court for the Northern District of Georgia, Atlanta Division, at the Richard B. Russell Federal Building, 2211 United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, Georgia 30303, Courtroom 1705, to consider and determine: (i) whether the Settlement Class should be finally certified, (ii) whether the Settlement set forth in the Stipulation should be finally approved as fair, reasonable, adequate, and in the best interests of the Settlement Class, (iii) whether a final judgment should be entered dismissing the claims of Plaintiffs and members of the Settlement Class with prejudice, as required by the Stipulation and releasing claims as required by the Stipulation, (iv) whether and, if so, in what amount to award attorneys' fees and reimbursement of expenses to Plaintiffs' Counsel pursuant to the fee application to be filed as referenced herein (if any), and (v) any objections to the Settlement and/or the fee application. The Settlement Hearing may be continued or adjourned by the Court without further notice to members of the Settlement Class other than announcement at the Settlement Hearing or at any adjournment thereof. The Court also has reserved the right to approve the Settlement at or after the Settlement Hearing with such modifications as may be consented to by Plaintiff and Defendants and without further notice to the Settlement Class.

VI. RIGHT TO APPEAR AT SETTLEMENT HEARING

Any member of the Settlement Class who wishes to object to the Settlement and/or the award of attorneys' fees and reimbursement of expenses to Plaintiffs' Counsel, or to appear at the Settlement Hearing and show cause, if any, why the Settlement should not be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class, or why a final judgment should not be entered thereon, must serve and file a written notice of intention to appear at the Settlement Hearing and/or copies of any papers they ask the Court to consider in connection with issues to be addressed at the Settlement Hearing. Such notice of intention to appear and objections must: (i) be addressed to the Clerk of Court; (ii) refer to the Actions, *Uzun v. Arris International, plc, et al.*, Case No. 1:18-cv-05555 and *Agnes-Sampson v. ARRIS*

International, plc, et al., Case No. 19-cv-00243-WMR; (iii) provide proof of membership in the Settlement Class; (iv) provide a detailed summary of his, her or its objections to any matter before the Court; and (v) be filed with, and received by, the Clerk of Court at least twenty-one (21) calendar days prior to the date of the Settlement Hearing by hand delivery or first-class mail, postage prepaid, at:

Clerk of Court
U.S. District Court for the Northern District of Georgia, Atlanta Division
Richard B. Russell Federal Building
2211 United States Courthouse
75 Ted Turner Drive, SW
Atlanta, Georgia 30303-3309

Any such submission must provide a detailed statement of such person's specific objections to any matter before the Court and the grounds therefore and must include all documents and other writings such person wishes the Court to consider. Copies of any such submission and all included materials also must be served upon the following counsel by hand delivery or first-class mail, postage prepaid, on or before that same date:

E. Adam Webb
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1900 The Exchange, S.E., Suite 480
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Plaintiffs' Counsel

and

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Fax: (404) 962-6796
tim.mast@troutman.com

Attorneys for Defendants

Even if you do not appear at the Settlement Hearing, the Court will consider your written submission if it is served and filed in accordance with the foregoing procedures. Any person or entity who fails to object in the manner described above shall be: (i) deemed to have waived any objection to the Settlement, Order and Final Judgment, and the Fee and Expense Award; (ii) barred from raising such objection in the Actions or any other action or proceeding related thereto; and (iii) bound by the Order and Final Judgment and the releases of claims therein.

VII. INTERIM INJUNCTION

Pending final determination of whether the Settlement should be approved, Plaintiff and all Class Members are barred and enjoined from commencing, prosecuting, instigating or in any way participating in the commencement, prosecution or instigation of any action asserting any Released Claims, either directly, representatively, derivatively, or in any other capacity, against any Released Party.

VIII. EFFECT OF DENIAL OF PROPOSED SETTLEMENT

Should the Stipulation not be executed or not be consummated in accordance with the terms described herein, the Settlement shall be null and void and of no force and effect, and shall not be deemed to prejudice in any way the position of any party with respect to the Actions. In such event, and consistent with the applicable evidentiary rules, neither the existence of the Stipulation and the MOU nor their contents shall be admissible in evidence nor shall be referred to for any purpose in the Actions or in any other proceeding. Further, in such event, (1) the parties shall be restored to their respective positions as they initially existed, and the Stipulation and all negotiations, transactions, and proceedings in connection herewith shall not be deemed to prejudice in any way their respective positions, and (2) the conditional certification of the Settlement Class as provided for herein shall be vacated and of no further force and effect with respect to Defendants, and Defendants shall not be precluded from challenging whether the Actions may proceed as a class action.

IX. NOTICE OF PERSONS OR ENTITIES HOLDING OWNERSHIP ON BEHALF OF OTHERS

Brokerage firms, banks, and/or other persons or entities who held shares of the common stock of ARRIS during the Class Period for the benefit of others are directed to promptly send this Notice to all of their respective beneficial owners. If additional copies of this Notice are needed for forwarding to such beneficial owners, any requests for such copies may be made to:

ARRIS, International, PLC c/o CommScope Holding Company, Inc.
Attention: Corporate Secretary
1100 CommScope Place, SE
Hickory, NC 28602
Phone: 828-324-2200
Email: ArrisLitigation@kcellc.com

with a copy to:

ALSTON & BIRD LLP
Attention: Cara Peterman
One Atlantic Center
1201 West Peachtree Street
Atlanta, GA 30309-3424
Phone: 404-881-7000
Facsimile: 404-881-7777
Email: ArrisLitigation@kcellc.com

X. SCOPE OF THIS NOTICE

This Notice is not all-inclusive. The references in this Notice to the pleadings in the Actions, the Stipulation and other papers and proceedings are only summaries and do not purport to be comprehensive. Accordingly, members of the Settlement Class are referred to the documents filed with the Court in the Actions.

Inquiries or comments about the Settlement may be directed to the attention of Plaintiffs' Counsel as follows:

Juan E. Monteverde
MONTEVERDE & ASSOCIATES PC
The Empire State Building
350 Fifth Avenue
New York, NY 10118

Elizabeth K. Tripodi
LEVI & KORSINSKY, LLP
1101 30th Street, N.W., Suite 115
Washington, DC 20007

SO ORDERED this 9th day of January, 2020.

WILLIAM M. RAY, II, JUDGE
UNITED STATES DISTRICT COURT

DO NOT CONTACT THE CLERK OF THE COURT REGARDING THIS NOTICE