

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

**LOGAN LANDES and JAMES
GODDARD, individually and on behalf of
all others similarly situated,**

Plaintiffs,

v.

**SONY MOBILE COMMUNICATIONS
(U.S.A.), INC. and SONY ELECTRONICS,
INC.,**

Defendants.

Case No. 2:17-cv-2264--JFB-SIL

SETTLEMENT AGREEMENT

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WHEREAS, Plaintiffs allege, among other things, that Sony (as defined below) designed, manufactured, distributed, advertised and sold certain Mobile Devices that were alleged to be misrepresented as “waterproof;”

WHEREAS, Plaintiffs are represented by Levi & Korsinsky LLP;

WHEREAS, Plaintiffs, on behalf of the classes, allege that certain Sony smartphones and tablets are deceptively advertised as waterproof, but are, in fact, “not waterproof and are not designed for or capable of ordinary underwater use;” *See* Complaint ¶ 1.

WHEREAS, Plaintiffs, on behalf of the classes, further allege that “Sony exploited certain international water resistance ratings in order to launch a deceptive marketing campaign promoting the Devices” and cite to numerous advertisements and other marketing; *Id.* ¶¶ 14, 19-60;

WHEREAS, Plaintiffs seek certification of a nationwide class of all persons who purchased the devices as well as Illinois and California subclasses, excluding certain persons and entities who/which, by way of example, purchased the devices for resale; *Id.* ¶¶ 61-72;

WHEREAS, Sony denies any and all liability;

WHEREAS, as a result of extensive arm’s length negotiations as well as mediation sessions conducted by Patrick A. Juneau, Named Plaintiffs, Plaintiffs’ Class Counsel (all terms as defined below) and Sony have entered into this Agreement;

WHEREAS, Plaintiffs’ Class Counsel have conducted substantial discovery, have investigated the facts and underlying events relating to the subject matter of the claims, have carefully analyzed the applicable legal principles, and have concluded, based upon their investigation, and taking into account the risks, uncertainties, burdens and costs of further prosecution of their claims, as well as having evaluated the strengths and weaknesses of Named

Plaintiffs' claims and Sony's defenses, and taking into account the substantial benefits to be received pursuant to this Agreement as set forth below, which, in the view of the Named Plaintiffs and Plaintiffs' Class Counsel, is designed for the purpose of putting to rest all controversies with Sony that were or could have been alleged relating to the Action, and that a resolution and compromise on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Plaintiffs, Named Plaintiffs and the Class;

WHEREAS, Sony, for the purpose of avoiding burden, expense, risk, and uncertainty of continuing to litigate the claims, and for the purpose of putting to rest all controversies with Plaintiffs, Named Plaintiffs, the Class, and/or the Action that were or could have been alleged relating to the Action, and without any admission of liability or wrongdoing, desires to enter into this Agreement;

WHEREAS, Plaintiffs' Class Counsel represent and warrant that they are fully authorized to enter into this Agreement on behalf of Named Plaintiffs and the Class, and that Plaintiffs' Class Counsel have consulted with and confirmed that all Named Plaintiffs fully support this Agreement; and

WHEREAS, it is agreed that this Agreement shall not be deemed or construed to be an admission, concession, or evidence of any violation of any federal, state, or local statute, regulation, rule, or other law, or principle of common law or equity, or of any liability or wrongdoing whatsoever, by Sony or any of the Released Parties (as defined below), or of the truth or validity of any of the claims that Named Plaintiffs have asserted;

NOW, THEREFORE, without any admission or concession by Named Plaintiffs or Plaintiffs' Class Counsel of any lack of merit to their allegations and claims, and without any admission or concession by Sony of any liability or wrongdoing or lack of merit in its defenses,

in consideration of the mutual covenants and terms contained herein, and subject to the final approval of the Court, Named Plaintiffs, Plaintiffs' Class Counsel, and Sony agree as follows:

I. PROCEDURAL HISTORY

A. On January 13, 2016, Named Plaintiffs served a demand letter pursuant to California Civil Code § 1782 and other applicable laws on Sony.

B. On March 29, 2016, pursuant to confidentiality agreement between the Parties, Plaintiffs served document requests on Sony.

C. Plaintiffs' Class Counsel have reviewed over 11,000 documents produced by Sony.

D. Plaintiffs' Class Counsel has conferred with a damages expert concerning the potential damages that relate to the claims in their complaint.

E. As part of extensive arm's length negotiations, Patrick A. Juneau conducted mediation sessions with Plaintiffs' Class Counsel and Sony.

F. Plaintiffs' Class Counsel conducted an interview of Anders Grynge, Director of Sony Customer Services for the Americas, on December 4, 2016.

G. On April 14, 2017, Plaintiffs Logan Landes and James Goddard filed a class action complaint in *Landes et al. v. Sony Mobile Communications (U.S.A.), Inc. and Sony Electronics Inc.*, No. 2:17-cv-2264-JFB-SIL (United States District Court for the Eastern District of New York) alleging, among other things, that Sony (as defined below) designed, manufactured, distributed, advertised and sold certain Mobile Devices that were alleged to be misrepresented as "waterproof."

II. DEFINITIONS

A. As used in this Agreement and the attached exhibits (which are an integral part of this Agreement and are incorporated in their entirety by reference), the following terms have the following meanings, unless this Agreement specifically provides otherwise:

1. “Action” means *Landes et al. v. Sony Mobile Communications (U.S.A.), Inc. and Sony Electronics, Inc.*, No. 2:17-cv-2264-JFB-SIL (E.D.N.Y.).

2. “Agreement” or “Settlement Agreement” means this Settlement Agreement and the exhibits attached hereto or incorporated herein, including any subsequent amendments and any exhibits to such amendments, which are the settlement (the “Settlement”).

3. “Attorneys’ Fees, Costs, and Expenses” means such funds as may be approved by the Court to compensate Plaintiffs’ Class Counsel who claim to have assisted in conferring the benefits upon the Class under this Settlement for their fees and expenses incurred and to be incurred by Plaintiffs’ Class Counsel in connection with the Action and the Settlement, as described in Section VIII of this Agreement.

4. “Claim” means the claim of a Class Member or his or her or its representative submitted on an In-Database Claim Form or a Standard Claim Form for prior water-related warranty rejections, as provided in Section III.C of this Agreement.

5. “Claimant” means a Class Member who has submitted a Claim.

6. “Claim Period” means the time period in which Class Members may submit a Claim Form for review to the Class Action Settlement Administrator. The Claim Period shall run from the date of initial notice to the Class to sixty (60) days after the date of the Fairness Hearing. The expiration of the Claim Period shall be specified in the Short Form Notice, Long Form Notice, and on the settlement website.

7. “Claim Process” means the process for submitting and reviewing Claims described in this Agreement.

8. “Class” means, for settlement purposes only, all persons, entities or organizations who, at any time as of or before the entry of the preliminary approval order, purchased, own(ed), received as a gift or received as a customer service exchange the Mobile Devices manufactured, marketed, sold and/or distributed by Sony Mobile Communications (USA) Inc. in any of the fifty States, the District of Columbia, and Puerto Rico. Excluded from the Class are: (a) any persons or entities that purchased or acquired the Mobile Devices for commercial use or resale; (b) any claims aggregators; (c) any person who claims to be an assignee of rights associated with the Mobile Products; (d) Sony Mobile Communications (USA) Inc., its officers, directors and employees; its affiliates and affiliates’ officers, directors and employees; its distributors and distributors’ officers, directors and employees; (e) Plaintiffs’ Class Counsel; (f) judicial officers and their immediate family members and associated court staff assigned to this case; and (g) persons or entities who or which timely and properly exclude themselves from the Class.

9. “Class Action Settlement Administrator” means the third-party agent or administrator agreed to by the Parties and appointed by the Court to implement the Claims and settlement requirements of this Agreement, subject to the Court’s approval. The Parties agree that Heffler Claims Group shall serve as Class Action Settlement Administrator, subject to approval by the Court.

10. “Class Member” means a member of the Class.

11. “Court” means the United States District Court for the Eastern District of New York.

12. “Fairness Hearing” means the hearing for the purposes of the Court determining whether to approve this Agreement as fair, reasonable, and adequate.

13. “Final Effective Date” means the latest date on which the Final Order and/or Final Judgment approving this Agreement becomes final. For purposes of this Agreement:

a. if no appeal has been taken from the Final Order and/or Final Judgment, “Final Effective Date” means the date on which the time to appeal therefrom has expired; or

b. if any appeal has been taken from the Final Order and/or Final Judgment, “Final Effective Date” means the date on which all appeals therefrom, including petitions for rehearing or reargument, petitions for rehearing en banc and petitions for certiorari or any other form of review, have been finally disposed of in a manner that affirms the Final Order or Final Judgment; or

c. subject to Court approval, if Plaintiffs’ Class Counsel and Sony agree in writing, the “Final Effective Date” can occur on any other agreed date.

14. “Final Judgment” means the Court’s final judgment as described in Section IX of this Agreement, which is to be substantially in the form attached hereto as Exhibit 1.

15. “Final Order” means the Court’s order approving the Settlement and this Agreement, as described in Section IX of this Agreement, which is to be substantially in the form attached hereto as Exhibit 2.

16. “In-Database Claim Form” means the document, in substantially the same form as Exhibit 3 attached to this Agreement.

17. “Long Form Notice” means the Long Form Notice substantially in the form attached hereto as Exhibit 4.

18. “Mobile Devices” means those Sony products listed on the attached Exhibit 5.

19. “Named Plaintiffs” or “Plaintiffs” means Logan Landes and James Goddard.

20. “Notice Program” means the notice program described in Section IV.

21. “Parties” means Named Plaintiffs and Sony, collectively, as each of those terms is defined in this Agreement.

22. “Plaintiffs’ Class Counsel” means Levi & Korsinsky LLP.

23. “Preliminary Approval Order” means the order to be entered by the Court preliminarily approving the Settlement as outlined in Section IX of this Agreement and to be substantially in the form attached hereto as Exhibit 6.

24. “Release” means the release and waiver set forth in Section VII of this Agreement and in the Final Judgment and Final Order.

25. “Released Parties” or “Released Party” means Sony Corporation of America, Sony Mobile Communications AB, Sony Mobile Communications (US) Inc., Sony Electronics Inc., and Sony Corporation of America, and each of their past, present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, representatives, suppliers, vendors, authorized sellers and re-sellers, advertisers, service providers, distributors and sub-distributors, agents, attorneys, administrators and advisors. The

Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name herein.

26. “Settlement Notice Administrator” means the Court-appointed third-party agent or administrator agreed to by the Parties and appointed by the Court to implement the settlement notice and consult on the Notice Program. The Parties agree that Jeanne Finegan of HF Media LLC shall serve as Settlement Notice Administrator, subject to approval by the Court.

27. “Short Form Notice” means the Short Form Notice substantially in the form as attached hereto as Exhibit 7.

28. “Sony” means Sony Mobile Communications (USA) Inc.

29. “Sony’s Counsel” means John P. Hooper and Reed Smith LLP.

30. “Standard Claim Form” means the document, in substantially the same form as Exhibit 8 attached to this Agreement.

B. Other capitalized terms used in this Agreement but not defined in this Section II shall have the meanings ascribed to them elsewhere in this Agreement.

C. The terms “he or she” and “his or her” include “it” or “its” where applicable.

III. SETTLEMENT RELIEF

In consideration for the dismissal of the Action with prejudice, as contemplated in this Agreement, and for the full and complete Release, Final Judgment and Final Order provided below, Sony agrees to provide the following relief: (1) warranty extension; (2) changes to packaging, labeling and advertising; and (3) claim process relating to prior water-related warranty claim rejections. The relief and costs associated with providing the relief and otherwise implementing the relief specified in Section III of this Agreement shall be paid by Sony.

A. **Warranty Extension**

1. Upon the issuance of the Final Order and Final Judgment, Sony agrees to extend the limited warranty for damage resulting from water intrusion: (a) by an additional 12 months for those Mobile Devices where the warranty is still in effect as of the date of the issuance of the Preliminary Approval Order (“Active Warranty Mobile Devices”); and (b) six months for those Mobile Devices that are out-of-warranty as of the date of the issuance of the Preliminary Approval Order (“Expired Warranty Mobile Devices”). For the Active Warranty Mobile Devices, the date for the extension of the warranty shall be measured from the purchase date. For the Expired Warranty Mobile Devices, the date of the extension shall begin on the date of the issuance of the Final Order and Final Judgment and expire six months thereafter. All other terms and conditions of the limited warranty, if still in effect, shall apply. While Sony shall have no obligation to implement the terms of this Section III.A until the occurrence of the Final Effective Date, Sony may, in its discretion, implement all or any part of the settlement relief delineated in this Section III.A prior to the applicable deadlines set forth herein.

2. Pursuant to this warranty extension, if Sony’s water resistance test indicates that there are clear indications of misuse or abuse per its standard protocol for warranty claims, including, but not limited to, the seals and/or flaps were open at the time of damage, of the Mobile Devices, Sony shall have no obligation to repair or replace or otherwise fix the Mobile Devices.

B. **Changes to Packaging, Labeling and Advertising**

1. Within 90 days of the issuance of the Preliminary Approval Order, for the Mobile Devices currently being sold by Sony or any newly-introduced models with IP 65/68 substantiation, Sony shall change its advertising and marketing intended for end users in the

United States relating to “waterproof” or substantially identical terms to “water resistance” or its substantial and/or functional equivalent. Sony also agrees to notify its third party resellers regarding such advertising changes and the terms of this Settlement Agreement. In the event that a reseller continues to use the phrase “waterproof” in its advertising or marketing, Sony shall not be responsible for such action or inaction. Within 90 days of the issuance of the Preliminary Approval Order, Sony shall provide advance copies of representative samples of advertising or marketing changes to Plaintiffs’ Class Counsel for their review and comment, which will be similar in substance to materials already provided to Plaintiffs’ Class Counsel. The changes required by this section shall not apply to the global developer website located at <http://developer.sonymobile.com>.

C. **Claim Process Relating to Prior Water-Related Warranty Claim Rejections**

1. **Claim Eligibility**

a. Eligible Class Members, during the Claim Period, may submit Claims provided that Class Members: (i) complete and timely submit In-Database Claim Forms or Standard Claim Forms; (ii) have Claims that are eligible for reimbursement; and (iii) do not opt out of the settlement. The In-Database Claim Forms or Standard Claim Forms shall be available on the settlement website and can be submitted in either hard-copy or on-line. In no event shall a Class Member be entitled to more than one payment per Mobile Device for the claims at issue.

b. For Eligible Class Members who previously had timely claims for water-related damages denied by Sony for their in-warranty Mobile Devices, as identified in Sony’s records, Sony shall issue a check of 50% of the at-issue Manufacturer’s Suggested Retail Price (“MSRP”) for the applicable Mobile Device, as indicated in Exhibit 9, to those Class

Members who complete and timely return an In-Database Claim Form during the Claim Period. Once the Class Member goes to the website to complete and submit the In-Database Claim Form, the In-Database Claim Form will be, where available and applicable, prepopulated with information for that particular Class Member, based on information in Sony's database, which may be updated by the Class Member. Class Members in this category shall be sent a notification letter that shall be substantially similar to Exhibit 10 with an In-Database Claim Form that shall be substantially similar to Exhibit 3. The notification letter shall notify the Class Members that they are on the list of persons who previously had submitted a water-related claim that was denied and that they are eligible for relief from this Settlement Agreement, provided they perform several simple tasks in a timely manner. The Claim Form shall require the Class Member to provide basic information, such as confirming or revising their physical address, in order to be sent the settlement relief check. Class Members in this category shall also be sent a copy of the Long Form Notice.

c. Eligible Class Members who are not in Sony's records as having provided an address or who have a letter or other demonstrative evidence from Sony rejecting their timely in-warranty claim for water intrusion that are not otherwise in Sony's records, may submit, during the Claim Period, Claims for damaged Mobile Devices that were previously submitted to Sony for water intrusion issues for in-warranty Mobile Devices and whose claims for relief were denied by Sony for reasons other than where there are clear indications of misuse or abuse, including, but not limited to, the seals and/or flaps were open at the time of damage, of the Mobile Devices. Class Members must timely complete the Standard Claim Form, attached hereto as Exhibit 8, which will require certain claim response information from Sony. Sony shall issue a check of 50% of the at-issue MSRP for the applicable Mobile Device, as indicated in

Exhibit 9, to those Class Members who complete and timely return a Standard Claim Form during the Claim Period. If the Claim is rejected for payment, Plaintiffs' Class Counsel and Sony's Counsel may meet and confer in an attempt to resolve these denied Claims, as provided in Section III.C.2.b.ii.

2. Claim Review and Processing

a. The Class Action Settlement Administrator shall receive and process the Claims, whether submitted electronically via the settlement website or by U.S. Mail, and the Class Action Settlement Administrator shall administer the review and processing of Claims. The Class Action Settlement Administrator shall have the authority to determine whether In-Database Claim Forms or Standard Claim Forms submitted by Class Members are complete and timely.

b. If a Claim is deficient, the Class Action Settlement Administrator shall mail a notice deficiency letter to the Class Member requesting that the Class Member complete the deficiencies and resubmit the In-Database Claim Form or Standard Claim Form within forty-five (45) days of the date of the letter from the Class Action Settlement Administrator. If the Class Member fails to provide the requested documentation or information, that Claim shall be denied without further processing. The Class Action Settlement Administrator shall use their best efforts to complete their review of timely and completed In-Database Claim Forms or Standard Claim Forms within ninety (90) days of receipt. The Class Action Settlement Administrator's review period for submitted In-Database Claim Forms or Standard Claim Forms shall not be required to commence any earlier than sixty (60) days after the occurrence of the Final Effective Date.

i. If accepted for payment, the Class Action Settlement Administrator shall pay the Claim of the Class Member and shall use its best efforts to pay timely, valid and approved Claims within ninety (90) days after receipt of the Claim, provided however, that this date occurs after the occurrence of the Final Effective Date. The Class Action Settlement Administrator shall periodically request funds from Sony to pay the approved Claims in advance of the date mentioned in this Section and with sufficient time to allow Sony to obtain and provide the funds to the Class Action Settlement Administrator.

ii. If the Claim is rejected for payment, the Class Action Settlement Administrator shall notify Plaintiffs' Class Counsel and Sony's Counsel of said rejection of the Class Member's Claim and the reason(s) why. The decision of the Class Action Settlement Administrator is final, provided however, that Plaintiffs' Class Counsel and Sony's Counsel may meet and confer in an attempt to resolve these denied Claims. If Plaintiffs' Class Counsel and Sony's Counsel jointly recommend payment of the Claims or payment of a reduced claim amount, then Sony's Counsel shall inform the Class Action Settlement Administrator, who shall instruct Sony to pay said Claims. If Plaintiffs' Class Counsel and Sony's Counsel disagree, they shall notify the Class Action Settlement Administrator who shall make a final decision as to whether the Claims shall be paid.

3. The Class Action Settlement Administrator shall timely provide copies of all rejection notices to Plaintiffs' Class Counsel and Sony's Counsel. Any Class Member whose Claims is rejected for payment shall not receive any payment for the Claim submitted and shall, in all other respects, be bound by the terms of the Settlement Agreement and by the Final Order and Final Judgment entered in the Action, unless such Class Member has submitted a timely request for exclusion pursuant to Section V.

4. The Class Action Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim Process. The Class Action Settlement Administrator may, in its discretion, deny, in whole or in part, any Claim to prevent actual or possible fraud and abuse.

5. No person shall have any claim against Sony, the Class Action Settlement Administrator, the Named Plaintiffs, Plaintiffs' Class Counsel and Sony's Counsel based on any eligibility determinations made in accordance with the Settlement Agreement.

D. Early Implementation: Sony may, in its discretion, implement all or any part of the settlement relief delineated in Sections III.A and III.B of this Agreement prior to the applicable deadlines set forth herein. The obligations detailed in Section III.C of this Agreement shall not be implemented any earlier than the Final Effective Date.

E. No person shall have any claim against Sony, the Class Action Settlement Administrator, the Settlement Notice Administrator, the Named Plaintiffs, the Class, or Plaintiffs' Class Counsel based on any eligibility determinations made in accordance with the Settlement Agreement.

IV. NOTICE TO THE CLASS

A. Components and Cost of the Notice Program

1. The Notice Program will be accomplished through a combination of the Short Form Notice, notice through the Settlement website, Long Form Notice, and other applicable notice, each of which is described below, as specified in the Preliminary Approval Order, the Declaration of the Settlement Notice Administrator (attached hereto as Exhibit 11), and this Agreement and in order to comply with all applicable laws, including but not limited to, Fed. R. Civ. P. 23, the Due Process Clause of the United States Constitution, and any other applicable

statute, law or rule. The costs of disseminating the notice and otherwise implementing the notice specified in Section IV of this Agreement shall be paid by Sony.

B. Short Form Notice

The Settlement Notice Administrator shall cause the publication of the Short Form Notice as described in the Declaration of the Settlement Notice Administrator, and in such additional newspapers, magazines and/or other media outlets as shall be agreed upon by the Parties. The form of Short Form Notice agreed upon by the Parties is in the form substantially similar to the one attached to the Agreement as Exhibit 7.

C. Internet Website

The Class Action Settlement Administrator shall establish a Settlement website that will inform Class Members of the terms of this Agreement, their rights, dates and deadlines and related information. The website shall include, in .pdf format, materials agreed upon by the Parties and/or required by the Court, including, but not limited to, the Long Form Notice, the Settlement Agreement, Frequently Asked Questions and Answers, and Court documents that may be of interest to most Class Members.

D. Long Form Notice

1. The Long Form Notice shall be sent by either U.S. Mail, postage prepaid, or by e-mail by the Class Action Settlement Administrator where addresses are reasonably and readily available to Sony through its own customer registration databases or other such lists as it may possess. The Class Action Settlement Administrator shall send via first-class mail, the Long Form Notice to those persons who request it in writing or through the toll-free telephone number. The Long Form Notice shall be available on the settlement website.

2. Contents of Long Form Notice. The Long Form Notice shall be in a form substantially similar to the document attached to this Agreement as Exhibit 4, and shall advise Class Members of the following:

a. General Terms: The Long Form Notice shall contain a plain and concise description of the nature of the Action, the history of the litigation of the claims, the preliminary certification of the Class for settlement purposes, and the Settlement, including information on the identity of Class Members, how the Settlement would provide relief to the Class and Class Members, what claims are released under the Settlement and other relevant terms and conditions.

b. Opt-Out Rights: The Long Form Notice shall inform Class Members that they have the right to opt out of the Settlement. The Long Form Notice shall provide the deadlines and procedures for exercising this right.

c. Objection to Settlement: The Long Form Notice shall inform Class Members of their right to object to the Settlement and appear at the Fairness Hearing. The Long Form Notice shall provide the deadlines and procedures for exercising these rights.

d. Attorneys' Fees, Costs, and Expenses: The Long Form Notice shall inform Class Members about the amounts being sought by Plaintiffs' Class Counsel as Attorneys' Fees, Costs and Expenses and individual awards to the Plaintiffs and Named Plaintiffs, and shall explain that Sony will pay the fees and expenses awarded to Plaintiffs' Class Counsel and individual awards to the Plaintiffs and Named Plaintiffs in addition to amounts being made available for relief to Class Members by this Settlement.

E. Toll-Free Telephone Number

The Class Action Settlement Administrator shall establish a toll-free telephone number that will provide settlement-related information to Class Members using an automated response system.

F. Internet Banner Notifications

As indicated in the Declaration of the Settlement Notice Administrator, the Settlement Notice Administrator shall establish banner notifications on the internet that will provide settlement-related information to Class Members and shall utilize additional internet-based notice efforts.

G. Class Action Fairness Act Notice

The Class Action Settlement Administrator shall send to each appropriate State and Federal official, the materials specified in 28 U.S.C. § 1715 and otherwise comply with its terms. The identities of such officials and the content of the materials shall be mutually agreeable to the Parties.

H. Duties of the Class Action Settlement Administrator and the Settlement Notice Administrator

1. The Class Action Settlement Administrator shall be responsible for, without limitation: (a) printing, mailing or arranging for the mailing of the Short Form Notice; (b) handling returned mail not delivered to Class Members; (c) attempting to obtain updated address information for any Short Form Notices returned without a forwarding address; (d) making any additional mailings required under the terms of this Agreement; (e) responding to requests for Long Form Notice; (f) receiving and maintaining on behalf of the Court any Class Member correspondence regarding requests for exclusion and/or objections to the Settlement; (g) forwarding written inquiries to Plaintiffs' Class Counsel or their designee for a response, if

warranted; (h) establishing a post-office box for the receipt of any correspondence; (i) responding to requests from Plaintiffs' Class Counsel and/or Sony's Counsel; (j) establishing a website and toll-free voice response unit with message capabilities to which Class Members may refer for information about the Action and the Settlement; and (k) otherwise implementing and/or assisting with the dissemination of the notice of the Settlement. The Class Action Settlement Administrator shall also be responsible for, without limitation, implementing the terms of the Claim Process and related administrative activities.

2. The Settlement Notice Administrator shall be responsible for arranging for the publication of the Short Form Notice, establishing internet banner notifications and for consulting on the Notice Program. The Settlement Notice Administrator and/or the Class Action Settlement Administrator shall coordinate their activities to minimize costs in effectuating the terms of this Agreement.

3. If the Class Action Settlement Administrator and/or the Settlement Notice Administrator make a material or fraudulent misrepresentation to, or conceal requested material information or fails to perform adequately on behalf of Sony or the Class, the Parties may agree to remove the Class Action Settlement Administrator and/or the Settlement Notice Administrator. Disputes regarding the retention or dismissal of the Class Action Settlement Administrator and/or the Settlement Notice Administrator shall be referred to the Court for resolution.

4. The Class Action Settlement Administrator and/or the Settlement Notice Administrator may retain one or more persons to assist in the completion of his or her responsibilities.

5. Not later than 20 days before the date of the Fairness Hearing, the Class Action Settlement Administrator shall file with the Court a list of those persons who have opted out or excluded themselves from the Settlement. Not later than 20 days before the date of the Fairness Hearing, the Settlement Notice Administrator shall file with the Court the details outlining the scope, method and results of the Notice Program.

6. The Class Action Settlement Administrator and the Parties shall promptly after receipt provide copies of any requests for exclusion, objections and/or related correspondence to each other.

I. Self-Identification

Persons or entities who believe that they are Class Members may contact Class Counsel or the Settlement Notice Administrator or complete and file a Claim Form and provide necessary documentation indicating that they wish to be eligible for the relief provided in this Settlement Agreement.

V. REQUESTS FOR EXCLUSION

A. Any potential Class Member who wishes to be excluded from the Class must mail a written request for exclusion to the Class Action Settlement Administrator at the address provided in the Long Form Notice, postmarked on a date ordered by the Court specifying that he or she wants to be excluded and otherwise complying with the terms stated in the Long Form Notice and Preliminary Approval Order. The Class Action Settlement Administrator shall forward copies of any written requests for exclusion to Plaintiffs' Class Counsel and Sony's Counsel. A list reflecting all requests for exclusion shall be filed with the Court by the Class Action Settlement Administrator no later than 20 days before the Fairness Hearing. If a potential Class Member files a request for exclusion, he or she may not file an objection under Section VI.

B. Any potential Class Member who does not file a timely written request for exclusion as provided in Section V shall be bound by all subsequent proceedings, orders and judgments, including, but not limited to, the Release, Final Judgment and Final Order in the Action, even if he, she or it has litigation pending or subsequently initiates litigation against Sony relating to the claims and transactions released in the Action. Sony's Counsel shall provide to the Class Action Settlement Administrator, within 20 business days of the entry of the Preliminary Approval Order, a list of all counsel for anyone who has then-pending litigation against Sony relating to claims involving the Mobile Devices and/or otherwise covered by the Release.

VI. OBJECTIONS TO SETTLEMENT

A. Any Class Member who has not filed a timely written request for exclusion and who wishes to object to the fairness, reasonableness, or adequacy of this Settlement Agreement, the requested award of Attorneys' Fees, Costs, and Expenses, or the requested incentive awards to the Named Plaintiffs, must file with the Court and provide copies to Plaintiffs' Class Counsel and Sony's Counsel on a date ordered by the Court a written statement of his or her objections. The written objection of any Class Member must include: (a) a heading which refers to the Action; (b) the objector's full name, telephone number, and address (the objector's actual residential address must be included); (c) if represented by counsel, the full name, telephone number, and address of all counsel; (d) all of the reasons for his or her objection; (e) whether the objector intends to appear at the Fairness Hearing on his or her own behalf or through counsel; (f) a statement that the objector is a Class Member, including the Mobile Device(s)' model name and approximately when and where the Mobile Device(s) was purchased; and (g) the objector's dated, handwritten signature (an electronic signature or attorney's signature are not sufficient). Any documents supporting the objection must also be attached to the objection. If any testimony

is proposed to be given in support of the objection, the names of all persons who will testify must be set forth in the objection. Class Members may do so either on their own or through an attorney retained at their own expense. The objection must include proof that he or she falls within the definition of the Class.

B. Any Class Member who files and serves a written objection, as described in the preceding Section VI(A), may appear at the Fairness Hearing, either in person or through personal counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the Settlement, or to the award of Attorneys' Fees, Costs and Expenses or awards to the individual Plaintiffs. Class Members or their attorneys who intend to make an appearance at the Fairness Hearing must deliver a notice of intention to appear to Plaintiffs' Class Counsel identified in the Long Form Notice and to Sony's Counsel, and file said notice with the Court, on a date ordered by the Court.

C. Any Class Member who files and serves a written objection, as described in the preceding Section VI(A), may appear at the Fairness Hearing, either in person or through personal counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of this Settlement Agreement, the requested award of Attorneys' Fees, Costs, and Expenses, or the requested awards to the Named Plaintiffs. Class Members or their attorneys who intend to make an appearance at the Fairness Hearing must file with the Court a notice of intention to appear, with courtesy copies to one of Class Counsel identified in the Long Form Notice and to Sony's Counsel, on a date ordered by the Court.

D. Any Class Member who objects to the Settlement shall be entitled to all of the benefits of the Settlement if this Agreement and the terms contained herein are approved, as long

as the objecting Class Member complies with all requirements of this Agreement applicable to Class Members, including the timely submission of Claim Form and other requirements herein.

VII. RELEASE AND WAIVER

A. The Parties agree to the following release and waiver, which shall take effect upon entry of the Final Judgment and Final Order.

B. In consideration for the Settlement, Named Plaintiffs and each Class Member, on behalf of themselves and any other legal or natural persons who may claim by, through or under them, agree to fully, finally and forever release, relinquish, acquit, discharge and hold harmless the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, and damages of any kind and/or type regarding the subject matter of the Action, including, but not limited to, compensatory, exemplary, punitive, expert and/or attorneys' fees or by multipliers, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or unasserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, violations of any state's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, any breaches of express, implied or any other warranties, RICO, or the Magnuson-Moss Warranty Act, or any other source, or any claim of any kind related arising from, related to, connected with, and/or in any way involving the Action, claims involving waterproof, water resistant or similar terms, and/or the Mobile Devices that are, or could have been, defined, alleged or described in the Complaint, the Action, or any amendments of complaints filed in the Action, including, but not limited to, the communications, disclosures, nondisclosures, representations, statements, claims, omissions, messaging, design, manufacturing, testing, studies, advertising, marketing, promotion, packaging, displays, brochures, functionality,

servicing, performance, warranting, sale, resale, gift or replacement of the Mobile Devices relating to waterproof, water resistant or similar terms.

C. Notwithstanding the foregoing, the Released Parties shall be held harmless by any Named Plaintiffs or Class Member for any released claim asserted against the Released Parties, by that Named Plaintiffs or Class Member, either directly or by any legal or natural persons who claim by, through, or under that Named Plaintiffs or Class Member.

D. The Final Judgment and Final Order will reflect these terms.

E. Named Plaintiffs and each Class Member expressly agree that this Release, the Final Order, and/or the Final Judgment is, will be, and may be raised as a complete defense to, and will preclude any action or proceeding encompassed by, this Release.

F. Named Plaintiffs and each Class Member shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, and/or proceeding, against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, causes of action and/or any other matters released through this Settlement.

G. In connection with this Agreement, Named Plaintiffs and each Class Member acknowledge that they may hereafter discover claims presently unknown or unsuspected, or 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 Release herein. Nevertheless, it is the intention of Plaintiffs' Class Counsel, Named Plaintiffs and each Class Member fully, finally and forever to settle, release, discharge, and hold harmless all such matters, and all claims relating thereto

which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Action.

H. Named Plaintiffs expressly understand and acknowledge and all Class Members will be deemed by the Final Judgment and Final Order to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:

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

Named Plaintiffs and Class Members expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

I. Named Plaintiffs represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Agreement. Named Plaintiffs further acknowledge that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Action, including without limitation, any claim for benefits, proceeds or value under the Action, and that Named Plaintiffs are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Action or in any benefits, proceeds or values under the Action. Class Members submitting a Claim Form shall represent and warrant therein that they are the sole and exclusive owner of all claims that they personally are releasing under the Settlement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any

way whatsoever pertaining to the Action, including without limitation, any claim for benefits, proceeds or value under the Action, and that such Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Action or in any benefits, proceeds or values under the Action.

J. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, costs or any other fees, costs, and/or disbursements incurred by any attorneys, Plaintiffs' Class Counsel, Named Plaintiffs or Class Members who claim to have assisted in conferring the benefits under this Settlement upon the Class.

K. In consideration for the Settlement, Sony and its past or present officers, directors, employees, agents, attorneys, predecessors, successors, affiliates, subsidiaries, divisions, and assigns shall be deemed to have, and by operation of the Final Approval Order shall have, released Plaintiffs' Class Counsel and each current and former Named Plaintiffs from any and all causes of action that were or could have been asserted pertaining solely to the conduct in filing and prosecuting the litigation or in settling the Action.

L. Plaintiffs' Class Counsel and any other attorneys who receive attorneys' fees and costs from this Settlement acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

M. The Parties specifically understand that there may be further pleadings, discovery requests and responses, testimony, or other matters or materials owed by the Parties pursuant to existing pleading requirements, discovery requests, or pretrial rules, procedures, or orders, and that, by entering into this Agreement, the Parties expressly waive any right to receive, hear, or inspect such pleadings, testimony, discovery, or other matters or materials.

N. Nothing in this Release shall preclude any action to enforce the terms of the Agreement, including participation in any of the processes detailed herein.

O. Named Plaintiffs and Plaintiffs' Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Agreement and shall be included in any Final Judgment and Final Order entered by the Court.

VIII. ATTORNEYS' FEES, COSTS, AND EXPENSES AND NAMED PLAINTIFFS AWARDS

A. The Parties did not discuss the payment of Attorneys' Fees, Costs, and Expenses, and incentive awards, until after the substantive elements of the Settlement Agreement had been agreed upon.

B. After agreeing to the principal terms set forth in this Settlement Agreement, Plaintiffs' Class Counsel and Sony's Counsel negotiated the amount of Attorneys' Fees, Costs, and Expenses that, separate and apart from the consideration for this settlement, following application to the Court and subject to Court approval, would be paid by Sony as the fee award and costs award to Plaintiffs' Class Counsel. As a result of negotiations, Plaintiffs' Class Counsel agrees to make on behalf of all plaintiffs' counsel, and Sony agrees not to oppose, an application for an award of Attorneys' Fees, Costs, and Expenses in the Action in an amount not to exceed \$1,000,000.00. This award shall be the sole compensation paid by Sony for all plaintiffs' counsel in the Action and/or for work incurred that inured to the benefit of the Class.

C. Plaintiff's Class Counsel may petition the Court for incentive awards of up to \$1,000.00 per Named Plaintiff for bringing the Action and for their time in connection with the Action.

D. Within thirty (30) days after the occurrence of the Final Effective Date, Sony shall pay the Attorneys' Fees, Costs, and Expenses and incentive awards that are awarded by the Court to an account established by Plaintiffs' Class Counsel. Thereafter, Plaintiffs' Class Counsel shall distribute the award of Attorneys' Fees, Costs, and Expenses among Plaintiffs' Class Counsel and the incentive awards to Named Plaintiffs.

E. The amount(s) of any Attorneys' Fees, Costs, and Expenses, and the incentive awards to Named Plaintiffs are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any Attorneys' Fees, Costs, and Expenses awarded by the Court to Plaintiffs' Class Counsel, or concerning the amounts of incentive awards that are awarded by the Court to Named Plaintiffs, shall affect whether the Final Order and Final Judgment are final or constitute grounds for cancellation or termination of the settlement. In no event shall Sony pay an amount for Attorneys' Fees, Costs, and Expenses in the Action, as awarded by the Court, in an amount in excess of \$1,000,000.00.

IX. PRELIMINARY APPROVAL ORDER, FINAL ORDER, FINAL JUDGMENT AND RELATED ORDERS

A. The Parties shall seek from the Court, within 14 days after the execution of this Agreement, a Preliminary Approval Order in a form substantially similar to Exhibit 6. The Preliminary Approval Order shall, among other things:

1. Certify a nationwide settlement-only Class, approve plaintiffs as Named Plaintiffs and appoint Plaintiffs' Class Counsel as counsel for the class, pursuant to Fed. R. Civ. P. 23;
2. Preliminarily approve the Settlement;
3. Require the dissemination of the Notice and the taking of all necessary and appropriate steps to accomplish this task;
4. Determine that the Notice Program complies with all legal requirements, including, but not limited to, the Due Process Clause of the United States Constitution;
5. Schedule a date and time for a Fairness Hearing to determine whether the Settlement should be finally approved by the Court;
6. Require Class Members who wish to exclude themselves to submit an appropriate and timely written request for exclusion as directed in this Agreement and Long Form Notice and that a failure to do so shall bind those Class Members who remain in the Class;
7. Require Class Members who wish to object to this Agreement to submit an appropriate and timely written statement as directed in this Agreement and Long Form Notice;
8. Require Class Members who wish to appear to object to this Agreement to submit an appropriate and timely written statement as directed in the Agreement and Long Form Notice;
9. Require attorneys representing Class Members, at the Class Members' expense, to file a notice of appearance as directed in this Agreement and Long Form Notice;
10. Issue a preliminary injunction and stay all other actions pending final approval by the Court;

11. Issue a preliminary injunction enjoining potential Class Members, pending the Court's determination of whether the Settlement should be given final approval, from challenging in any action or proceeding any matter covered by this Settlement, except for proceedings in this Court to determine whether the Settlement will be given final approval;

12. Appoint the Class Action Settlement Administrator and the Settlement Notice Administrator;

13. Authorize Sony to take all necessary and appropriate steps to establish the means necessary to implement the Agreement; and

14. Issue other related orders to effectuate the preliminary approval of the Agreement.

B. After the Fairness Hearing, the Parties shall seek to obtain from the Court a Final Judgment and Final Order in the forms substantially similar to Exhibits 1 and 2, respectively. The Final Judgment and Final Order shall, among other things:

1. Find that the Court has personal jurisdiction over all Plaintiffs and Class Members, that the Court has subject matter jurisdiction over the claims asserted in the Action, and that venue is proper;

2. Finally approve the Agreement and Settlement, pursuant to Fed. R. Civ. P. 23;

3. Confirm the certification of the Class for settlement purposes only;

4. Find that the notice and the notice dissemination methodology complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution;

5. Dismiss the Action with prejudice and without costs (except as provided for herein as to costs);
6. Incorporate the Release set forth in the Agreement and make the Release effective as of the date of the Final Judgment and Final Order;
7. Issue a permanent injunction;
8. Authorize the Parties to implement the terms of the Agreement;
9. Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Agreement, the Final Judgment and Final Order, and for any other necessary purpose; and
10. Issue related Orders to effectuate the final approval of the Agreement and its implementation.

X. MODIFICATION OR TERMINATION OF THIS AGREEMENT

A. The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that after entry of the Final Judgment and Final Order, the Parties may by written agreement effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Class or approval by the Court if such changes are consistent with the Court's Final Judgment and Final Order and do not limit the rights of Class Members under this Agreement.

B. This Agreement shall terminate at the discretion of either Sony or the Named Plaintiffs, through Plaintiffs' Class Counsel, if: (1) the Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of this Agreement or the Settlement that the terminating party in its (or their) sole judgment and discretion reasonably determine(s) is material, including, without limitation, the terms of relief, the findings, or conclusions of the

Court, the provisions relating to notice, the definition of the Class, and/or the terms of the Release; or (2) the Court, or any appellate court(s), does not enter or completely affirm, or alters, narrows or expands, any portion of the Final Order and Judgment, or any of the Court's findings of fact or conclusions of law, that the terminating party in its (or their) sole judgment and discretion reasonably determine(s) is material. The terminating party must exercise the option to withdraw from and terminate this Agreement, as provided in this Section X, by a signed writing served on the other Parties no later than 20 days after receiving notice of the event prompting the termination. The Parties will be returned to their positions status quo ante.

C. Sony shall have the right, but not the obligation, to terminate this Agreement if the total number of timely and valid requests for exclusion exceed 1.5% of the putative class members.

D. If an option to withdraw from and terminate this Agreement arises under Section X(B) above, neither Sony nor Named Plaintiffs are required for any reason or under any circumstance to exercise that option and any exercise of that option shall be in good faith.

E. If, but only if, this Agreement is terminated pursuant to Section X(B), above, then:

1. This Agreement shall be null and void and shall have no force or effect, and no Party to this Agreement shall be bound by any of its terms, except for the terms of Section X(D) herein;

2. The Parties will petition the Court to have any stay orders entered pursuant to this Agreement lifted;

3. All of its provisions, and all negotiations, statements, and proceedings relating to it shall be without prejudice to the rights of Sony, Plaintiffs or any Class Member, all

of whom shall be restored to their respective positions existing immediately before the execution of this Agreement, except that the Parties shall cooperate in requesting that the Court set a new scheduling order such that no Party's substantive or procedural rights is prejudiced by the settlement negotiations and proceedings;

4. Released Parties expressly and affirmatively reserve all defenses, arguments, and motions as to all claims that have been or might later be asserted in the Action, including, without limitation, the argument that the Action may not be litigated as a class action;

5. Named Plaintiffs and all other Class Members, on behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and successors, expressly and affirmatively reserve and do not waive all motions as to, and arguments in support of, all claims, causes of actions or remedies that have been or might later be asserted in the Action including, without limitation, any argument concerning class certification, and treble or other damages;

6. Sony, and the other Released Parties expressly and affirmatively reserve and do not waive all motions and positions as to, and arguments in support of, all defenses to the causes of action or remedies that have been sought or might be later asserted in the actions, including without limitation, any argument or position opposing class certification, liability or damages;

7. Neither this Agreement, the fact of its having been made, nor the negotiations leading to it, nor any discovery or action taken by a Party or Class Member pursuant to this Agreement shall be admissible or entered into evidence for any purpose whatsoever;

8. Any settlement-related order(s) or judgment(s) entered in this Action after the date of execution of this Agreement shall be deemed vacated and shall be without any force or effect;

9. All costs incurred in connection with the Settlement, including, but not limited to, notice, publication, and customer communications, will be paid from the Settlement Fund. Neither Plaintiffs nor Plaintiffs' Class Counsel shall be responsible for any of these costs or other settlement-related costs;

10. Any attorneys' fees and expenses previously paid to Plaintiffs' Class Counsel shall be returned to Sony; and

11. Notwithstanding the terms of this paragraph, if Settlement is not consummated, Plaintiffs' Class Counsel may include any time spent in Settlement efforts as part of any statutory fee petition filed at the conclusion of the case, and Sony reserves the right to object to the reasonableness of such requested fees.

XI. GENERAL MATTERS AND RESERVATIONS

A. Sony has denied and continues to deny each and all of the claims and contentions alleged in the Action, and has denied and continues to deny that it has committed any violation of law or engaged in any wrongful act that was alleged, or that could have been alleged, in the Action. Sony believes that it has valid and complete defenses to the claims asserted against it in the Action and denies that it committed any violations of law, engaged in any unlawful act or conduct, or that there is any basis for liability for any of the claims that have been, are, or might have been alleged in the Action. Nonetheless, Sony has concluded that it is desirable that the Action be fully and finally settled in the matter and upon the terms and conditions set forth in this Agreement.

B. The obligation of the Parties to conclude the Settlement is and shall be contingent upon each of the following:

1. Entry by the Court of the Final Judgment and Final Order approving the Settlement, from which the time to appeal has expired or which has remained unmodified after any appeal(s); and

2. Any other conditions stated in this Agreement.

C. The Parties and their counsel agree to keep the existence and contents of this Agreement confidential until the date on which the Motion for Preliminary Approval is filed; provided, however, that this Section shall not prevent Sony from disclosing such information, prior to the date on which the Motion for Preliminary Approval is filed, to state and federal agencies, independent accountants, actuaries, advisors, financial analysts, insurers or attorneys, mobile phone carriers or Mobile Phone resellers, nor shall it prevent Sony from disclosing such information based on the substance of this Agreement. Nor shall it prevent the Parties and their counsel from disclosing such information to persons or entities (such as experts, courts, co-counsel, and/or administrators) to whom the Parties agree disclosure must be made in order to effectuate the terms and conditions of this Agreement.

D. Named Plaintiffs and Plaintiffs' Class Counsel agree that the confidential information made available to them solely through the settlement process was made available, as agreed to, on the condition that neither Named Plaintiffs nor their counsel may disclose it to third parties (other than experts or consultants retained by Named Plaintiffs in connection with the Action); that it not be the subject of public comment; that it not be used by Named Plaintiffs or Plaintiffs' Class Counsel in any way in this litigation or otherwise should the Settlement not be achieved, and that it is to be returned if a Settlement is not concluded; provided, however, that nothing contained herein shall prohibit Named Plaintiffs from seeking such information through

formal discovery if not previously requested through formal discovery or from referring to the existence of such information in connection with the Settlement of the Action.

E. Information provided by Sony and/or Sony's Counsel to the Named Plaintiffs, Plaintiffs' Class Counsel, any individual Class Member, counsel for any individual Class Member, and/or administrators, pursuant to the negotiation and implementation of this Agreement, includes trade secrets and highly confidential and proprietary business information and shall be deemed "Highly Confidential" pursuant to the protective orders that have been or will be entered in the Action, and shall be subject to all of the provisions thereof. Any materials inadvertently produced shall, upon Sony's request, be promptly returned to Sony's Counsel, and there shall be no implied or express waiver of any privileges, rights and defenses.

F. Within 90 days after the Final Effective Date (unless the time is extended by agreement of the Parties), Plaintiffs' Class Counsel, and any expert or other consultant employed by them in such capacity or any other individual with access to documents provided by Sony, and/or Sony's Counsel to Plaintiffs' Class Counsel shall either: (i) return to Sony's Counsel, all such documents and materials (and all copies of such documents in whatever form made or maintained) produced during the settlement process by Sony and/or Sony's Counsel and any and all handwritten notes summarizing, describing or referring to such documents; or (ii) certify to Sony's Counsel that all such documents and materials (and all copies of such documents in whatever form made or maintained) produced by Sony, and/or Sony's Counsel and any and all handwritten notes summarizing, describing or referring to such documents have been destroyed, provided, however, that this Section XI shall not apply to any documents made part of the record in connection with a Claim, nor to any documents made part of a Court filing, nor to Plaintiffs' Class Counsel's work product. Six months after the distribution of the settlement funds to Class

Members who submitted valid Claim Forms, the Class Action Settlement Administrator shall return or destroy all documents and materials to Sony's and/or Sony's Counsel and/or Plaintiffs' Class Counsel that produced the documents and materials, except that it shall not destroy any and all Claim Forms, including any and all information and/or documentation submitted by Class Members. Nothing in this Agreement shall affect any confidentiality order or protective order in the Action.

G. Sony's execution of this Agreement shall not be construed to release – and Sony expressly does not intend to release – any claim Sony may have or make against any insurer for any cost or expense incurred in connection with this Settlement, including, without limitation, for attorneys' fees and costs.

H. Plaintiffs' Class Counsel represent that: (1) they are authorized by the Named Plaintiffs to enter into this Agreement with respect to the claims in this Action; and (2) they are seeking to protect the interests of the Class.

I. Plaintiffs' Class Counsel further represent that the Named Plaintiffs: (1) have agreed to serve as representatives of the Class proposed to be certified herein; (2) are willing, able, and ready to perform all of the duties and obligations of representatives of the Class, including, but not limited to, being involved in discovery and fact finding; (3) have read the pleadings in the Action or have had the contents of such pleadings described to them; (4) are familiar with the results of the fact-finding undertaken by Plaintiffs' Class Counsel; (5) have been kept apprised of settlement negotiations among the Parties, and have either read this Agreement, including the exhibits annexed hereto, or have received a detailed description of it from Plaintiffs' Class Counsel and they have agreed to its terms; (6) have consulted with Plaintiffs' Class Counsel about the Action and this Agreement and the obligations imposed on

representatives of the Class; (7) have authorized Plaintiffs' Class Counsel to execute this Agreement on their behalf; and (8) shall remain and serve as representatives of the Class until the terms of this Agreement are effectuated, this Agreement is terminated in accordance with its terms, or the Court at any time determines that said Named Plaintiffs cannot represent the Class.

J. The Parties acknowledge and agree that no opinion concerning the tax consequences of the Settlement to Class Members is given or will be given by the Parties, nor are any representations or warranties in this regard made by virtue of this Agreement. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, each Class Member will be solely responsible for correctly characterizing this payment for tax purposes and for paying any taxes owed on this payment, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

K. Sony represents and warrants that the individual(s) executing this Agreement is authorized to enter into this Agreement on behalf of Sony.

L. This Agreement, complete with its exhibits, sets forth the sole and entire agreement among the Parties with respect to its subject matter, and it may not be altered, amended, or modified except by written instrument executed by Plaintiffs' Class Counsel and Sony's Counsel on behalf of Sony. The Parties expressly acknowledge that no other agreements, arrangements, or understandings not expressed in this Agreement exist among or between them, and that in deciding to enter into this Agreement, they rely solely upon their judgment and knowledge. This Agreement supersedes any prior agreements, understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Agreement.

M. This Agreement and any amendments thereto shall be governed by and interpreted according to the law of the State of New York, notwithstanding its conflict of laws provisions.

N. Any disagreement and/or action to enforce this Agreement shall be commenced and maintained only in the United States District Court for the Eastern District of New York.

O. Whenever this Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays and Federal Holidays) express delivery service as follows:

1. If to Sony, then to:

John P. Hooper
Reed Smith LLP
599 Lexington Avenue
28th Floor
New York, New York 10022
Tel. 212-521-5400
Fax 212-521-5450
E-mail: jhooper@reedsmith.com

2. If to Plaintiffs, then to:

Nancy A. Kulesa
Levi & Korsinsky LLP
733 Summer Street, Suite 304
Stamford, CT 06901
Tel. (212) 363-7500
Fax: (212-363-7171
E-mail: nkulesa@zlk.com

P. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Agreement or by order of the Court, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a Federal Holiday, or, when the

act to be done is the filing of a paper in court, a day on which weather or other conditions have made the office of the clerk of the court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Section XI “Federal Holiday” includes New Year’s Day, Birthday of Martin Luther King, Jr., Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Patriot’s Day, Thanksgiving Day, Christmas Day, and any other day appointed as a holiday by the President, the Congress of the United States or the Clerk of the United States District Court for the Central District of California.

Q. The Parties reserve the right, subject to the Court’s approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

R. The Class, Named Plaintiffs, Plaintiffs’ Class Counsel, Sony and/or Sony’s Counsel shall not be deemed to be the drafter of this Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter. All Parties agree that this Agreement was drafted by counsel for the Parties during extensive arm’s length negotiations. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Agreement was made or executed.

S. The Parties expressly acknowledge and agree that this Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408 and any equivalent rule of evidence in any state. In no event shall this Agreement, any of its provisions or any negotiations, statements or court proceedings

relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Action, any other action, or in any judicial, administrative, regulatory or other proceeding, except in a proceeding to enforce this Agreement or the rights of the Parties or their counsel. Without limiting the foregoing, neither this Agreement nor any related negotiations, statements, or court proceedings shall be construed as, offered as, received as, used as or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, the Released Parties, Plaintiffs, or the Class or as a waiver by the Released Parties, Plaintiffs or the Class of any applicable privileges, claims or defenses.

T. Plaintiffs expressly affirm that the allegations contained in the operative complaint were made in good faith, but consider it desirable for the Action to be settled and dismissed because of the substantial benefits that the Settlement will provide to Class Members.

U. The Parties, their successors and assigns, and their counsel undertake to implement the terms of this Agreement in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Agreement.

V. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Agreement.

W. If one Party to this Agreement considers another Party to be in breach of its obligations under this Agreement, that Party must provide the breaching Party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Agreement.

X. The Parties, their successors and assigns, and their counsel agree to cooperate fully with one another in seeking Court approval of this Agreement and to use their best efforts to effect the prompt consummation of this Agreement and the Settlement.

Y. This Agreement may be signed with a facsimile signature and in counterparts, each of which shall constitute a duplicate original.

Z. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if Sony, on behalf of Defendant, and Plaintiffs' Class Counsel, on behalf of Named Plaintiffs and Class Members, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

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Agreed to on the date indicated below.

APPROVED AND AGREED TO BY PLAINTIFFS' CLASS COUNSEL
AS AUTHORIZED BY NAMED PLAINTIFFS

BY Nancy A. Kulesa
NANCY A. KULESA
LEVI & KORSINSKY LLP

DATE: July 12, 2017

APPROVED AND AGREED TO BY SONY MOBILE COMMUNICATIONS (U.S.A.), INC.

BY _____
DON MESA
VICE PRESIDENT, MARKETING

DATE: July _____, 2017

APPROVED AND AGREED TO BY SONY ELECTRONICS, INC.

BY _____
TANIA HURT
VICE PRESIDENT OF FINANCE

DATE: July _____, 2017

APPROVED AND AGREED TO AS TO FORM
BY SONY'S COUNSEL

BY _____
JOHN P. HOOPER
REED SMITH LLP

DATE: July _____, 2017

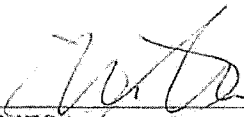
Agreed to on the date indicated below.

APPROVED AND AGREED TO BY PLAINTIFFS' CLASS COUNSEL
AS AUTHORIZED BY NAMED PLAINTIFFS

BY _____
NANCY A. KULESA
LEVI & KORSINSKY LLP

DATE: July _____, 2017

APPROVED AND AGREED TO BY SONY MOBILE COMMUNICATIONS (U.S.A.), INC.

BY  _____
DON MESA
VICE PRESIDENT, MARKETING

DATE: July 11, 2017

APPROVED AND AGREED TO BY SONY ELECTRONICS, INC.

BY _____
TANIA HURT
VICE PRESIDENT OF FINANCE

DATE: July _____, 2017

APPROVED AND AGREED TO AS TO FORM
BY SONY'S COUNSEL

BY _____
JOHN P. HOOPER
REED SMITH LLP

DATE: July _____, 2017

Agreed to on the date indicated below.

APPROVED AND AGREED TO BY PLAINTIFFS' CLASS COUNSEL
AS AUTHORIZED BY NAMED PLAINTIFFS

BY _____
NANCY A. KULESA
LEVI & KORSINSKY LLP

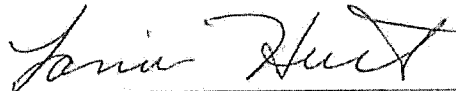
DATE: July _____, 2017

APPROVED AND AGREED TO BY SONY MOBILE COMMUNICATIONS (U.S.A.), INC.

BY _____
DON MESA
VICE PRESIDENT, MARKETING

DATE: July _____, 2017

APPROVED AND AGREED TO BY SONY ELECTRONICS, INC.

BY 
TANIA HURT
VICE PRESIDENT OF FINANCE

DATE: July 11, 2017

APPROVED AND AGREED TO AS TO FORM
BY SONY'S COUNSEL

BY _____
JOHN P. HOOPER
REED SMITH LLP

DATE: July _____, 2017

Agreed to on the date indicated below.

APPROVED AND AGREED TO BY PLAINTIFFS' CLASS COUNSEL
AS AUTHORIZED BY NAMED PLAINTIFFS

BY _____
NANCY A. KULESA
LEVI & KORSINSKY LLP

DATE: July _____, 2017

APPROVED AND AGREED TO BY SONY MOBILE COMMUNICATIONS (U.S.A.), INC.

BY _____
DON MESA
VICE PRESIDENT, MARKETING

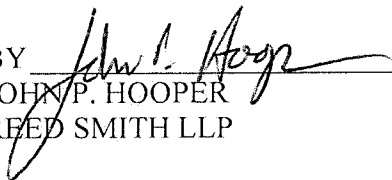
DATE: July _____, 2017

APPROVED AND AGREED TO BY SONY ELECTRONICS, INC.

BY _____
TANIA HURT
VICE PRESIDENT OF FINANCE

DATE: July _____, 2017

APPROVED AND AGREED TO AS TO FORM
BY SONY'S COUNSEL

BY  _____
JOHN P. HOOPER
REED SMITH LLP

DATE: July 11, 2017