

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Agreement”) is entered into between and among (1) Daniel Norcia (“Named Plaintiff”), on behalf of himself and as representative of the Settlement Class defined in Paragraphs 32 and 37 below (members of the Settlement Class and Named Plaintiff are collectively referred to herein as “Settlement Class Members”); and (2) Samsung Electronics America, Inc. (“Samsung”), in order to effect a full and final settlement and dismissal with prejudice of all claims against Samsung and the “Releasees” (as defined in Paragraph 29 below) as alleged in the lawsuit titled *Daniel Norcia et al. v. Samsung Electronics America, Inc. et al.*, Northern District of California, Case No. 3-14-cv-00582-JD (“the Action”) on the terms set forth below and to the full extent herein, subject to the approval of this Court. Each of the Settlement Class Members and Samsung is a “Party” and collectively they are the “Parties” to this Agreement.

RECITALS

WHEREAS, a dispute arose between Named Plaintiff and Samsung due to alleged violations of California law. Plaintiff alleged that Samsung programmed Galaxy S4 smart phones to run at higher-than-normal speeds upon detecting certain “benchmarking” apps. Named Plaintiff claimed that he paid more for his Galaxy S4 smart phone than he would have but for the programming. Named Plaintiff filed an initial class action complaint on February 7, 2014, a First Amended Complaint on September 26, 2014, and Second Amended Complaint (“SAC”) on November 10, 2014;

WHEREAS, in the operative SAC, Named Plaintiff asserted a claim for violation of California’s unfair business practices under Business & Professions Code § 17200 on behalf of a California class of persons who purchased one or more 16 GB Galaxy S4 smart phones in the State of California from April 2013 until July 2013;

WHEREAS, by Orders of August 20, 2015 and October 1, 2018 (Dkt. Nos. 67 and 133), the Court dismissed with prejudice Named Plaintiff's claims against Samsung except for Plaintiff's claim under the unfair prong of California's Business & Professions Code § 17200;

WHEREAS, the Parties have conducted a thorough examination and investigation of the facts and law relating to the matters set forth in the Action, which included, among other things, the exchange of extensive discovery, briefing of multiple motions and an interlocutory appeal to the Ninth Circuit Court of Appeals, participation in mediation and settlement negotiations, including a 12-hour mediation session with Mediator Hon. Richard A. Kramer (Ret.), three settlement conference sessions with Magistrate Judge Laurel Beeler, several months and multiple phone calls of follow-up negotiations, and reaching final settlement pursuant to the Parties' acceptance of a detailed mediator's proposal by Magistrate Judge Laurel Beeler as the basis of this Agreement;

WHEREAS, the Parties reached this Agreement at arms' length, after consultation with their independent experts and attorneys, in order to conclusively resolve these disputes without the uncertainty, expense and delay of further litigation pursuant to the terms set forth herein;

WHEREAS, the Named Plaintiff and Class Counsel have examined the benefits to be obtained under the terms of this Agreement, have considered the risks associated with the continued prosecution of the Action and the likelihood of success on the merits of the Action and believe that, after considering all of the circumstances, the proposed settlement set forth in this Agreement is fair, reasonable and adequate and in the best interests of the Settlement Class;

WHEREAS, Samsung denied, and continues to deny, each and every material allegation made by Named Plaintiff. Samsung further denies that class certification is appropriate in this matter for discovery and/or trial. However, without admission of any claim on the merits nor any procedural allegation by Named Plaintiff, Samsung is willing to stipulate to class certification for the purpose of settlement only in connection with the settlement reflected in this Agreement;

WHEREAS, the Parties agree that neither this Agreement nor the settlement it represents shall be construed as an admission by Samsung of any wrongdoing whatsoever, including no admission of a violation of any statute or law or liability on the claims or allegations in the Action;

WHEREAS, the Parties agree and understand that neither this Agreement nor the settlement it represents shall be construed or admissible as an admission by Samsung that the Named Plaintiff's claims or any similar claims are or would be suitable for class treatment if the Action proceeded through both litigation and trial;

WHEREAS, Named Plaintiff, on behalf of himself and the Settlement Class Members he seeks to represent (as defined below), and Samsung desire to fully and finally compromise and settle and completely resolve all rights, claims and causes of action which Named Plaintiff and the Settlement Class Members had or have, arising from any issues or claims that have been brought or could have been brought in the Action against Samsung or any of the Releasees, and to enter into a permanent and binding resolution of the rights, obligations and remedies concerning all liability and obligations arising out of or in any way related to the claims that were alleged or could have been alleged against any of the Releasees in the Action; and

WHEREAS, this Agreement is subject to and its effectiveness conditioned upon final approval of this Agreement by the Court, the occurrence of the Effective Date as defined in Paragraph 17 below, and entry of judgment by the Court in accordance with this Agreement.

NOW, THEREFORE, with no admission of any fact, claims, liability or defense by any Party to this Agreement or the Action, as a negotiated compromise, and in consideration of and in reliance upon the definitions, recitals, promises, covenants, understanding and obligations hereinbefore and hereinafter set forth in this Agreement, the Parties hereby agree as follows:

DEFINITIONS

1. “Action” shall mean *Daniel Norcia et al. v. Samsung Electronics America, Inc. et al.*, Northern District of California, Case No. 3-14-cv-00582-JD.
2. “Agreement” shall refer to this Class Action Settlement Agreement and Release.
3. “Attorneys’ Fee Award” shall mean the total award of attorneys’ fees, costs and expenses sought by and apportioned between Class Counsel, in an amount to be determined by the Court for good cause shown, which amount shall not exceed \$1,500,000 in attorneys’ fees, costs and expenses (i.e., \$1,500,000 in total attorneys’ fees, costs, and expenses), and which amount shall be paid from, and not in addition to, the \$2,800,000 Settlement Fund.
4. “Cash Payment” is the single payment by Samsung through the Settlement Administrator to each Settlement Class Member who timely submits a Claim Form. All Cash Payments shall be paid by the Settlement Administrator from the Settlement Fund and shall not exceed \$10.00 per Claim. If Cash Payments exceed the Net Settlement Amount, then Cash Payments will be reduced pro rata such that total Cash Payments equal the Net Settlement Amount.
5. “Claim” is a valid submission of a Claim Form by a Settlement Class Member establishing that the Settlement Class Member purchased one of more 16 GB Galaxy S4 smart phones in the State of California from April 1, 2013 until July 31, 2013.
6. “Claim Form” shall mean the online claim form that Settlement Class Members must complete and submit in order to be eligible for the benefits described below, which shall be posted on the Settlement Website five (5) business days after the Preliminary Approval Date, and shall be electronically filed through the Settlement Website and be without material alteration from Exhibit D. Claim Forms will be processed after the close of the Claim Period, but no monies or Cash Payments shall be paid until after the Effective Date.
7. “Claim Period” shall mean the period in which a Settlement Class Member may submit a Claim Form, which period shall be seventy-five (75) days beginning as of the Class

Notice Date. In no event shall Claim Forms be processed before the close of the Claim Period nor shall any Cash Payments be issued prior to the Effective Date.

8. “Class” shall refer to all persons or entities who purchased one or more 16 GB Galaxy S4 smart phones in the State of California from April 2013 until July 2013.

9. “Class Counsel” shall mean Eduardo G. Roy and Daniel C. Quintero of Prometheus Partners, L.L.P. and Alec Cierny of The Cierny Firm.

10. “Class List” shall mean the complete listing of the names, electronic mail (“email”) addresses, if available, and mailing addresses, if available, of all persons the Parties determine, after a good faith search, are Settlement Class Members and thereby eligible to receive the Class Notice. Members of the Class shall, however, still be Settlement Class Members even if their email or postal mailing addresses are not available for the Class List.

11. “Class Member” or “Class Members” shall mean each member of the Class, and their respective agents, employees, successors, heirs, spouses, administrators, executors, partners, assigns, and all of their past, present and future representatives and predecessors.

12. “Class Notice” shall mean the long form of notice of the settlement available to Settlement Class Members on the Settlement Website, which shall be without material alteration from Exhibit A.

13. “Class Notice Date” shall mean the date on which the Settlement Administrator completes the electronic dissemination of the Short Form Notice, and Publication Notice to Settlement Class Members, but in any event not sooner than twenty-five (25) business days after the Preliminary Approval Date.

14. “Class Period” shall mean April 1, 2013 until July 31, 2013.

15. “Court” shall mean the United States District Court, Northern District of California in which the Action is currently pending.

16. “Defense Counsel” shall mean Samsung’s counsel of record in the Action, specifically, John P. Phillips and Sean Unger of Paul Hastings LLP and Michael J. Mueller and Thomas R. Waskom of Hunton Andrews Kurth LLP.

17. The “Effective Date” of this Agreement shall be the later of: (i) the date judgment is entered in the United States District Court, Northern District of California based on the Order containing the Court’s final approval of this Agreement, if no objections by any Settlement Class Members have been filed, or any statements of interest have been filed by government agencies that received CAFA notice, or an objection or statement of interest has been filed but has been withdrawn in writing or on the record before the conclusion of the final approval hearing by the Court; (ii) if valid objection(s) or statement(s) of interest have been filed and are still pending on the date of the Court’s final approval of this Agreement and such objection(s) or statement(s) of interest are later withdrawn, the date of the last such notice of withdrawal of objection(s); (iii) the time for appeal from the judgment entered in the Court based on the Order containing the Court’s final approval of this settlement has expired, if any objections or statement(s) of interest have been filed and not withdrawn before the conclusion of the final approval hearing before the Court; or (iv) an appeal or other review proceeding of the judgment having been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions or rehearing or reargument, petitions for rehearing *en banc*, petitions for writ of certiorari, or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Order in all material respects. In this regard, it is the intention of the Parties that the Settlement shall not be effective until the Court’s Order approving the Settlement is completely final, and there is no further recourse by an appellant or objector or government agency who seeks to contest the Settlement. In the event that there are no written objections or statement(s) of interest filed prior to the time set by the Court for the filing of objections or statements of interest, or if all objections and/or statements of interest that have been filed have been withdrawn in writing prior to, or on the record at, the final approval hearing before the Court, the Effective Date shall be the date the Court’s judgment confirming the Order of Final Approval is served on the Parties.

18. “Final Order and Judgment” means that (i) the judgment is a final, appealable judgment; and (ii) either (a) no appeal has been taken from the judgment as of the date on which

all times to appeal therefrom have expired, or (b) an appeal or other review proceeding of the judgment having been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions or rehearing or reargument, petitions for rehearing *en banc*, petitions for writ of certiorari, or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the final judgment or order in all material respects.

19. “Injunction” shall mean Samsung’s agreement, for a period of three (3) years, to require the entity from which it purchases new Samsung smartphones to confirm that such smartphones have not been pre-loaded with software that detects and boosts the performance scores from benchmarking applications.

20. “Named Plaintiff” shall mean Daniel Norcia.

21. “Net Settlement Amount” shall mean the amount remaining in the Settlement Fund after deduction of the Attorneys’ Fee Award, Plaintiff’s Service Award and Settlement Costs authorized by the Court.

22. “Plaintiff’s Service Award” shall mean an award to be paid to Named Plaintiff in recognition of his efforts in obtaining the benefits of the Settlement for the Class in an amount to be determined by the Court for good cause shown, but which amount shall not exceed \$7,500, and which amount shall be paid from, and not in addition to, the Settlement Fund.

23. “Opt-Out” shall refer to a member of the Settlement Class who properly and timely submits a request for exclusion from the Settlement Class as set forth in Paragraph 61.

24. “Opt-Out List” shall mean the list of all persons who timely and properly requested exclusion from the Settlement Class.

25. “Preliminary Approval Date” shall mean the date the Preliminary Approval Order has been executed by the Court and received by counsel for the Parties.

26. “Preliminary Approval Order” shall mean the order defined in Paragraph 70, which shall be without material alteration from Exhibit E.

27. “Publication Notice” shall mean notice of the settlement to the Settlement Class by publication, and specifically, a 1/8 page notice in USA Today on two consecutive Mondays in the Marketplace — Legal Notices or Money Section, which shall not occur later than twenty-five (25) business days after the Preliminary Approval Date, and which shall be without material alteration from Exhibit C.

28. “Released Claims” shall mean any and all claims, actions, causes of action, rights, demands, suits, debts, liens, contracts, agreements, offsets or liabilities, including but not limited to tort claims, claims for breach of contract, claims for violation of privacy, breach of the duty of good faith and fair dealing, breach of statutory duties, actual or constructive fraud, misrepresentations, fraudulent inducement, statutory and consumer fraud, breach of fiduciary duty, unfair business or trade practices, restitution, rescission, claims for contribution or indemnification, compensatory and punitive damages, injunctive or declaratory relief, attorneys’ fees, interests, costs, penalties and any other claims, whether known or unknown, alleged or not alleged in the Action, suspected or unsuspected, contingent or matured, under federal, state or local law, which the Plaintiff and/or any Settlement Class Member had, now have or may in the future have with respect to any conduct, act, omissions, facts, matters, transactions or oral or written statements or occurrences prior to the Preliminary Approval Date relating to or arising out of any claim or cause of action which was or could have been asserted in the Action which arose from the transactions or events alleged in the Action.

29. “Releasees” shall mean Samsung, and each and all of its parent, subsidiary and affiliated companies, entities, trust(s), predecessors, successors, and each of its owners, shareholders, beneficiaries, officers, directors, agents, servants, employees, attorneys, independent contractors, insurers, affiliated entities and all other persons acting on its behalf.

30. “Releasors” shall mean Named Plaintiff and all of the Settlement Class Members, and each and all of their respective agents, employees, successors, heirs, spouses, administrators, executors, partners, assigns, and all of their past, present and future representatives and predecessors.

31. “Settlement Administrator” shall mean, subject to the approval of the Court, Heffler Claims Group (“Heffler”), the independent third-party entity selected by Class Counsel and Defense Counsel and approved by the Court to work at their direction to administer specific components of the Settlement, including providing Class Notice, processing proofs of claims, and maintaining the Settlement Website. If Heffler is unwilling or unable to serve as the Settlement Administrator or discharge any of the duties of the Settlement Administrator, the Court shall select a substitute Settlement Administrator, preferably on the joint recommendation of the Parties. Heffler’s service as the Settlement Administrator is therefore not a condition of this settlement and the references herein to the Settlement Administrator’s duties are deemed to apply to any different or substitute Settlement Administrator which the Court may appoint.

32. “Settlement Class” or “Settlement Class Member” shall include all persons in the Class subject to the exclusions set forth in Paragraph 37 below.

33. “Settlement Costs” shall mean all costs of the settlement, including without limitation, administrative, taxes and postage costs, third-party costs associated with the compilation of the Class List, costs for Class Notice (including by email and by publication, as applicable), the Settlement Administrator, the Attorneys’ Fee Award and the Plaintiff’s Service Award, but not including Cash Payments. All of the Settlement Costs shall be paid from, and not in addition to, the Settlement Fund.

34. “Settlement Fund” shall mean the account created by the Settlement Administrator and funded by Samsung or its insurer by a payment of two million eight hundred thousand dollars (\$2,800,000) by no later than fourteen (14) business days after the Effective Date. This payment shall be the sole payment obligation of Samsung in connection with the settlement and this Agreement. The Parties agree that Samsung will not in any event or circumstance be required to pay more than two million eight hundred thousand dollars (\$2,800,000) to fund any aspect of this Settlement, including without limitation costs associated with the compilation of the Class List, administrative and postage costs, taxes, costs for Class

Notice, the Settlement Administrator, the Attorneys' Fee Award, the Plaintiff's Service Award or any consideration provided to Settlement Class Members pursuant to this Agreement.

35. "Settlement Website" shall mean the dedicated website created and maintained by the Settlement Administrator, which website shall contain relevant documents and information about the Settlement, including this Agreement, the SAC, the Class Notice, the Claim Form, and the Preliminary Approval Order.

36. "Short Form Notice" shall have the meaning ascribed to it in Paragraph 57 and shall be without material alteration from Exhibit B.

PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS

37. The Parties stipulate to certification, for settlement purposes only, of a Settlement Class defined as follows:

All persons or entities who purchased one or more 16 GB Galaxy S4 smart phones in the State of California from April 1, 2013 until July 31, 2013 (the "Class").

Specifically excluded from the Settlement Class are the following persons:

- A. Samsung and its subsidiaries and affiliates, employees, officers, directors, agents and representatives and their family members;
- B. Class Counsel;
- C. The judges who have presided over the Action; and
- D. All persons who have timely elected to become Opt-Outs from the Settlement Class in accordance with this Court's Orders.

38. Solely for the purpose of implementing this Agreement and effectuating the settlement, the Parties stipulate to the Court entering an order preliminarily certifying the Settlement Class, appointing the Named Plaintiff Daniel Norcia as representative of the Settlement Class, and appointing the following as Class Counsel for the Settlement Class:

PROMETHEUS PARTNERS, L.L.P.
Eduardo G. Roy, Esq.

Daniel C. Quintero, Esq.
Prometheus Partners L.L.P.
220 Montgomery Street, Suite 1094
San Francisco, California 94104
Telephone: 415.527.0255

THE CIERNY FIRM

Alec Cierny, Esq.
650 California Street, Floor 7
San Francisco, California 94108
Telephone: 415.259.4646

39. Solely for the purpose of implementing this Agreement and effectuating the settlement, and subject to the approval of this Court, the Parties stipulate that Heffler will be appointed as Settlement Administrator.

40. Solely for the purpose of implementing this Agreement and effectuating the settlement, Samsung stipulates that the Named Plaintiff Daniel Norcia and Class Counsel are adequate representatives of the Settlement Class.

BENEFITS TO SETTLEMENT CLASS MEMBERS

41. Samsung shall make a one-time payment of two million eight hundred thousand dollars (\$2,800,000) into the Settlement Fund.

42. After the Settlement Administrator deducts Class Counsel's Attorneys' Fee Award, Plaintiff's Service Award, and the Settlement Costs, the Settlement Administrator shall make a single Cash Payment from the Settlement Fund to each Settlement Class Member who submits a completed Claim Form to the Settlement Administrator during the Claim Period. If Cash Payments exceed the Net Settlement Amount, then Cash Payments will be reduced *pro rata* such that total Cash Payments equal the Net Settlement Amount. The precise Cash Payment shall depend on the claims rate, but shall not exceed \$10.00 per Settlement Class Member.

43. All Cash Payments made by the Settlement Administrator to Settlement Class Members shall be issued within thirty (30) business days after the Effective Date by check, each of which shall become void if not cashed within one hundred eighty (180) days of issuance.

44. All Cash Payments made to Settlement Class Members shall be paid by the Settlement Administrator from the Settlement Fund after the Effective Date.

45. If there are any unclaimed funds from the Settlement Fund after all Settlement Costs and Cash Payments are paid, such unclaimed funds shall be distributed in a *cy pres* distribution to the Samuelson Law, Technology & Public Policy Clinic at the University of California, Berkeley School of Law, subject to approval of the Court, such that the entire Settlement Fund shall be distributed following final approval of the settlement after the Effective Date.

46. Pursuant to the Injunction, Samsung also, for a period of three (3) years, shall require the entity from which it purchases new Samsung smartphones to confirm that such smartphones have not been pre-loaded with software that detects and boosts the performance scores from benchmarking applications.”

SETTLEMENT WEBSITE

47. Not later than five (5) business days after the Preliminary Approval Date (or such earlier date as is feasible), the Settlement Administrator will post on the Settlement Website relevant documents relating to the settlement, including this Agreement, the SAC, the Class Notice, the Claim Form, and the Preliminary Approval Order.

SETTLEMENT ADMINISTRATION PROCEDURES

48. The Claim Form shall be without material alteration from Exhibit D, and shall be posted on the Settlement Website not later than five (5) business days after the Preliminary Approval Date. All costs and expenses pertaining to the administration of claims of Settlement Class Members, including all costs and expenses of the Settlement Administrator, all costs related to the dissemination or publication of Class Notice, all costs associated with the compilation of the Class List, handling and processing of claims, creation and maintenance of the

Settlement Fund, distribution of benefits and general administration of the settlement shall be deemed Settlement Costs and shall be paid for from the Settlement Fund.

49. All of the information on the Claim Form shall be deemed Information in accordance with Paragraph 62 below and shall not be used for any purpose other than to administer this Agreement and settlement and shall not be released or admissible for any other purpose whatsoever.

50. To be eligible for a Cash Payment as set forth in this Agreement, a Settlement Class Member must (a) truthfully, accurately and completely fill out and sign a Claim Form; and (b) electronically submit a Claim Form on the Settlement Website to the Settlement Administrator during the Claim Period. Upon request by the Settlement Administrator, a Class Member may be required to provide documents supporting the amount claimed.

51. To be eligible for a Cash Payment, the Settlement Class Member must have purchased one or more 16 GB Galaxy S4 smart phones in the State of California from April 2013 until July 2013.

52. Within thirty (30) business days after the Preliminary Approval Date, Class Counsel and third-party cell phone carriers will cause the Class List to be submitted to the Settlement Administrator and provide Samsung with a summary of the total number of Settlement Class Members and the methodology that Class Counsel used to compile the Class List. The Parties recognize that, due to the volume of the class and the less than perfect records retention of the third-party cell phone carriers, it is not cost-effective or practically feasible to list all Settlement Class Members on the Class List, and that some Settlement Class Members shall receive Class Notice by publication.

53. Within sixty (60) business days after the Preliminary Approval Date, the Settlement Administrator will complete the dissemination of (a) the Short Form Notice via email to the Settlement Class Members for whom the Parties have obtained an email address, and (b) Publication Notice, as detailed in Paragraphs 56-61, to Settlement Class Members for whom the Parties do not have an email address.

54. The duties and obligations of the Settlement Administrator with respect to administering the settlement shall include without limitation (i) providing notice of this proposed settlement pursuant to and in accordance with 28 U.S.C. § 1715 (the “Class Action Fairness Act” or “CAFA”) to the Attorney General of the United States and the attorneys general of each State or territory in which Settlement Class Members reside; (ii) receiving and responding to communications from Settlement Class Members (including requests for exclusion, Claim Forms and questions); (iii) maintaining a dedicated P.O. Box to which Settlement Class Members can send requests for exclusion, objections, notices of intention to appear and any other communications; (iv) maintaining a toll-free number that Settlement Class Members with questions may contact; (iv) processing Claim Forms; and (v) allowing Settlement Class Members a reasonable opportunity to cure deficient Claim Forms that were submitted to, but denied by, the Settlement Administrator.

55. Within thirty (30) business days after the close of the Claim Period the Settlement Administrator shall report to Class Counsel and Defense Counsel: (i) the identities of Settlement Class Members who have elected to submit Claim Forms; (ii) the number of Settlement Class Members who have elected to submit Claim Forms; (iii) the recommended disposition of Claim Forms submitted to and processed by the Settlement Administrator; and (iv) copies of all Claim Forms submitted by Settlement Class Members which were denied by the Settlement Administrator as deficient after giving the Settlement Class Member the opportunity to cure any defects in the Claim Form.

CLASS NOTICE PROCEDURES

56. The Settlement Administrator shall be responsible for providing notice to the Settlement Class and shall undertake various administrative tasks, including without limitation: (i) disseminating or arranging for the dissemination by electronic means of the Short Form Notice to Settlement Class Members for whom the Parties have identified an e-mail address; (ii) arranging for Publication Notice; (iii) creating and maintaining the Settlement Website; (iv)

providing to Class Counsel and Defense Counsel, within seven (7) business days of receipt, copies of notices of intention to appear and requests for exclusion from the Settlement Class; (v) preparing an Opt-Out list of the Settlement Class Members requesting exclusion and submitting a declaration to the Court before the Final Approval Hearing attesting to the accuracy of that list; (vi) preparing a list of all persons who submitted objections to the settlement and submitting a declaration to the Court attesting to the accuracy of that list; (vii) processing the Claim Forms submitted; and, after the Effective Date (viii) creating the Settlement Fund; and (ix) disbursing the Cash Payments.

57. The Settlement Administrator shall disseminate via electronic means to the approximately 780,000 Settlement Class Members for whom the Parties have identified an e-mail address a message in the body of an e-mail, substantially in the form attached hereto as Exhibit B, providing general information about the settlement (the “Short Form Notice”) and advising the Settlement Class Members of the existence of the Settlement Website, how to review and download the Class Notice, how to access a Claim Form, and how to submit a Claim Form electronically.

58. The Settlement Administrator shall track all emails that are returned as undeliverable. For each email that is returned as undeliverable, the Settlement Administrator shall confirm the email address was entered properly and resend the email.

59. The Class Notice shall advise the Settlement Class Member of details of the settlement and the date up to which the Settlement Class Member can submit a Claim Form. The Class Notice also shall contain all information necessary to contact the Settlement Administrator in the event the Settlement Class Member has any questions or experiences technical difficulties on the Settlement Website.

60. Promptly following the Preliminary Approval Date, Class Counsel may post the Class Notice and Claim Form on their own websites, and direct inquiries concerning the settlement to the Settlement Administrator. Not later than five (5) business days after the

Preliminary Approval Date, or such earlier date as is feasible, the Settlement Administrator shall post the Class Notice and Claim Form on the Settlement Website.

61. All Settlement Class Members shall have sixty (60) days from the Class Notice Date to submit requests for exclusion from the Settlement Class prepared and directed in the manner set forth herein and in the proposed Class Notice, which shall include (i) the Settlement Class Member's name, address and telephone number; and (ii) a signed statement that the Settlement Class Member wishes to be excluded from the Settlement Class. A Settlement Class Member who excludes him or herself from the settlement may not object to the settlement or obtain any benefits therefrom.

CONFIDENTIALITY OF INFORMATION

62. The Parties agree that the names, addresses and other data concerning Settlement Class Members used by the Settlement Administrator in effecting this settlement and the electronic data processing and other recordkeeping procedures and other materials to be utilized by the Settlement Administrator in effecting its obligations hereunder (collectively, "Information") constitute trade secrets and/or highly confidential and proprietary business information. Therefore, it is agreed that no person other than representatives of the Parties shall be allowed to access any Information except (i) the Parties' respective counsel and the employees of such counsel; (ii) the Settlement Administrator and the employees and agents of same; and (iii) such other persons as the Court may order after hearing on notice to all counsel of record.

ATTORNEYS' FEE AWARD AND SERVICE AWARD

63. Class Counsel will seek from the Court the Attorneys' Fee Award, ~~and Samsung agrees not to contest the requested Attorneys' Fee Award.~~ The Attorneys' Fee Award shall be subject to Court approval for good cause shown and shall be paid to Class Counsel from the Settlement Fund.

64. Class Counsel will file their applications with the Court for the Attorneys' Fee Award and Plaintiff's Service Award within thirty (30) days after the Court enters its Preliminary Approval Order, which shall be filed in accordance with the time period prescribed by Local Rule 7-2.

65. The application for the Plaintiff's Service Award shall be in the amount of \$7,500, subject to the approval of the Court for good cause shown, and paid from the Settlement Fund. Samsung agrees not to oppose the application for Plaintiff's Service Award. Named Plaintiff Daniel Norcia shall not be eligible for a service award if he elects to exclude himself (i.e., becomes an Opt-Out) of this settlement. Plaintiff's Service Award shall be in addition to all the benefits provided to Named Plaintiff Daniel Norcia as a Settlement Class Member (if applicable) pursuant to this Agreement.

66. The entire Attorneys' Fee Award, as approved and ordered by the Court, shall be paid from the Settlement Fund by the Settlement Administrator no later than seven (7) business days after the Settlement Fund is funded by Samsung. Prior to payment of the Attorneys' Fee Award, Class Counsel shall provide the Settlement Administrator with completed W-9 forms and completed wire transfer forms. Class Counsel agree that the entire Attorneys' Fee Award will be paid from the Settlement Fund, and Samsung has no other obligation to pay Class Counsel's Attorneys' Fee Award.

67. The Settlement Administrator shall deliver a check for Plaintiff's Service Award, as approved and ordered by the Court, to Class Counsel no later than seven (7) business days after the Settlement Fund is funded by Samsung. The entire Plaintiff's Service Award shall be paid from the Settlement Fund by the Settlement Administrator. Class Counsel agree that the entire Plaintiff's Service Award will be paid from the Settlement Fund, and Samsung has no other obligation to pay Plaintiffs' Service Award.

68. The Parties agree that Samsung will not in any event or circumstance be required to pay attorneys' fees, costs, or expenses in excess of the Attorneys' Fee Award, and that the

Attorneys' Fee Award and the Plaintiff's Service Award shall be paid from, and not in addition to, the Settlement Fund, in the amounts as ordered by the Court.

69. The Attorneys' Fee Award and Plaintiff's Service Award shall be determined and approved independently by the Court and are not material to the validity of this Agreement.

SETTLEMENT APPROVAL PROCESS

70. After execution of this Agreement, Class Counsel shall promptly move the Court to enter the Preliminary Approval Order which shall be without material alteration from Exhibit E, and which:

- A. Preliminarily approves this Agreement;
- B. Certifies the Settlement Class for settlement purposes only;
- C. Schedules a fairness hearing on final approval of this settlement and Agreement (the "Final Approval Hearing") to consider the fairness, reasonableness and adequacy of the proposed settlement and whether it should finally be approved by the Court. Subject to Court approval, such Final Approval Hearing shall take place no earlier than one hundred and twenty (120) days after the Class Notice Date;
- D. Finds that the proposed settlement is sufficiently fair, reasonable, and adequate to warrant providing notice to the Settlement Class;
- E. Appoints the Settlement Administrator in accordance with the provisions of Paragraph 31 and this Agreement;
- F. Approves the creation of the Settlement Website as defined in Paragraph 35 above;
- G. Approves the Claim Form, the content of which is without material alteration from Exhibit D hereto, to be posted on the Settlement Website, and sets a date after which Claim Forms shall be deemed untimely;

H. Approves the Class Notice, the content of which is without material alteration from Exhibit A hereto, to be posted on the Settlement Website and directs the Settlement Administrator to follow the processes and procedures set forth in the notice program herein;

I. Approves the Publication Notice, the content of which is without material alteration from Exhibit C hereto;

J. Approves the Short Form Notice, the content of which is without material alteration from Exhibit B hereto, to be disseminated electronically to the Settlement Class Members for whom the Parties have obtained an email address;

K. Finds that the notice program set forth herein: (i) is the best practicable notice; (ii) is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Lawsuit and the Action and of their right to object or to exclude themselves from the proposed settlement; (iii) is reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) meets all applicable requirements as set forth by law;

L. Requires the Settlement Administrator to file proof of the dissemination of the Short Form Notice, and Publication Notice at or before the Final Approval Hearing;

M. Requires each Settlement Class Member who wishes to exclude him/herself from the Settlement Class to submit an appropriate, timely request for exclusion, postmarked no later than sixty (60) days after the Class Notice Date, to the Settlement Administrator at the address on the Class Notice;

N. Preliminarily enjoins all Settlement Class Members unless and until they have timely excluded themselves from the Settlement Class (i) from filing, commencing, prosecuting, intervening in or participating as a plaintiff, claimant or class member in any other lawsuit or administrative, regulatory, arbitration or

other proceeding against Samsung in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Action and/or the Released Claims; (ii) from filing, commencing or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding against Samsung as a class action on behalf of any Settlement Class Members who have not timely excluded themselves (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Action and/or the Released Claims;

O. Orders that any Settlement Class Member who does not submit a timely written request for exclusion from the Settlement Class (i.e., becomes an Opt-Out) will be bound by all proceedings, orders, and judgments in the Lawsuit and the Action, even if such Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Release;

P. Requires each Settlement Class Member who is not an Opt-Out and who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed settlement or to the Attorneys' Fee Award to file with the Court and serve on Class Counsel no later than sixty (60) days after the Class Notice Date, a statement of the objections signed by the Settlement Class Member and containing all of the following information:

- i. The objector's full name, address, and telephone number;
- ii. A written statement of all grounds for the objections accompanied by any legal support for such objections;
- iii. Copies of any papers, briefs or other documents upon which the objection is based;

- iv. A written statement as to whether the objector intends to appear at the Final Approval Hearing;
- v. A declaration setting forth any other objections submitted by the objector, or the objector's counsel, to any class action settlement submitted in any court, whether state, federal or otherwise, in the United States in the previous five (5) years; and
- vi. If the objector intends to appear at the Final Approval Hearing through counsel, the objection must also identify the attorney(s) representing the objector who will appear at the Final Approval Hearing.
- vii. The above requirements and deadlines also apply to any government agency that received CAFA notice that intends to file a statement of interest to challenge any aspect of the Settlement.

Q. Orders that (i) the filing of an objection allows Class Counsel or Defendant's Counsel to notice the deposition of the objector consistent with the Federal Rules of Civil Procedure at an agreed-upon location, and to seek any documentary evidence or tangible items that are relevant to the objection; (ii) the failure by an objector to make himself or herself available for deposition or to comply with expedited discovery requests may result in the Court striking the objector's objection and denying that person the opportunity to make an objection or to be heard; and (iii) the Court may tax the costs of any such discovery to the objector or the objector's counsel, should the Court determine that the objection is frivolous and/or made for an improper purpose;

R. Specifies that any Settlement Class Member who timely files a written objection to the settlement, and whose objection is overruled by the Court, will have ten (10) business days to file a Claim Form and become a member of the Settlement Class;

S. Specifies that any Settlement Class Member or government agency that received CAFA notice who does not file a timely written objection to the settlement and a notice of his/her intent to appear at the Final Approval Hearing or who otherwise fails to comply with the requirements of Paragraph 66 shall be foreclosed from seeking any adjudication or review of this settlement by appeal or otherwise;

T. Requires that any attorney hired by a Settlement Class Member will be at the Settlement Class Member's sole expense for the purpose of objecting to this Agreement, to the proposed settlement, or to the Attorneys' Fee Award and such attorney shall provide to the Settlement Administrator (who shall forward it to Class Counsel and Defense Counsel) and file with the Clerk of the Court a notice of intention to appear at the Final Approval Hearing no later than sixty (60) days after the Class Notice Date or as the Court may otherwise direct;

U. Requires that any Settlement Class Member, who files and serves a written objection and who intends to make an appearance at the Final Approval Hearing, provide to the Settlement Administrator (who shall forward it to Class Counsel and Defense Counsel) and file with the Clerk of the Court a notice of intention to appear at the Final Approval Hearing no later than sixty (60) days after the Class Notice Date or as the Court may otherwise direct;

V. Directs the Settlement Administrator to establish a post office box in the name of the Settlement Administrator to be used for receiving requests for exclusion, objections, notices of intention to appear and any other communications, and providing that only the Settlement Administrator, Class Counsel, Defense Counsel, Samsung, the Court, the Clerk of the Court, and their designated agents shall have access to this post office box, except as otherwise provided in this Agreement;

W. Directs the Settlement Administrator to promptly furnish Class Counsel and Defense Counsel with copies of any and all written requests for exclusion, notices of intention to appear, or other communications that come into its possession, except as expressly provided in this Agreement;

X. Orders the Settlement Administrator to provide the Opt-Out List to Class Counsel and Defense Counsel no later than seven (7) business days after the completion of the sixty (60) day period in which Settlement Class Members may exclude themselves from the Settlement Class, and then file a declaration attesting to the completeness and accuracy thereof no later than three (3) business days thereafter or on such other date as the Parties may direct; and

Y. Contains any additional provisions agreeable to the Parties that might be necessary to implement this Agreement and the proposed settlement.

FINAL ORDER AND JUDGMENT AND RELEASES

71. At the Final Approval Hearing scheduled by the Court in its Preliminary Approval Order, the Parties shall request the Court to enter a Final Order and Judgment pursuant to Fed. R. Civ. P. 23(e) and all applicable laws that, among other things:

A. Finds that the Court has personal jurisdiction over the Named Plaintiff and all members of the Settlement Class and that the Court has subject matter jurisdiction to approve this settlement and Agreement and all Exhibits thereto;

B. Certifies a Settlement Class solely for purposes of this settlement;

C. Grants final approval of this Agreement as being fair, reasonable, and adequate as to all Parties and in compliance with all requirements of Due Process and applicable law, as to and in the best interests of all Parties, and directs the Parties and their counsel to implement and consummate this Agreement in accordance with its terms and provisions;

D. Declares this Agreement and the Final Order and Judgment to be binding on and have res judicata and preclusive effect in all pending and future lawsuits or other proceedings encompassed by the Release (as set forth in Paragraphs 73-74) maintained by or on behalf of the Plaintiff and all other Settlement Class Members, as well as their agents, heirs, executors or administrators, successors and assigns;

E. Finds that the Class Notice, Short Form Notice, and Publication Notice provided to Settlement Class Members: (i) constituted the best practicable notice, (ii) constituted notice that was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of the Lawsuit and the Action, of their right to object to or exclude themselves from the proposed settlement, of their right to appear at the Final Approval Hearing, and of their right to seek monetary and other relief; (iii) constituted reasonable, due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of Due Process and any other applicable law;

F. Approves the Claim Form that was distributed to Settlement Class Members, the content of which was without material alteration from Exhibit D hereto;

G. Finds that Class Counsel and Named Plaintiff Daniel Norcia adequately represented the Settlement Class for purposes of entering into and implementing the settlement and this Agreement;

H. Dismisses the Action (including all individual and class claims presented thereby) on the merits as to Samsung with prejudice and without fees or costs except as provided herein, in accordance with the Final Order and Judgment;

I. Adjudges that Plaintiff and the Settlement Class have conclusively compromised, settled, dismissed, and released any and all Released Claims against Defendant and the Releasees;

J. Approves payment of the Attorneys' Fee Award to Class Counsel and the Plaintiff's Service Award;

K. Orders the Settlement Administrator to take all steps necessary to create the Settlement Fund and distribute the monies in accordance with this Agreement and the Court's Orders pertaining to the settlement;

L. Without affecting the finality of the Final Order and Judgment for purposes of appeal, reserves jurisdiction over the Settlement Administrator, Samsung, the Plaintiff, and the Settlement Class as to all matters relating to the administration, consummation, enforcement, and interpretation of the terms of the settlement and Final Order and Judgment and for any other necessary purposes;

M. Provides that upon the Effective Date, the Named Plaintiff and all Settlement Class Members who have not been excluded from the Settlement Class (whether or not they return a Claim Form within the time and in the manner provided for), shall be barred from asserting any Released Claims against Samsung and/or any Releasee, and shall have released any and all Released Claims against Samsung and all Releasees;

N. Determines that the Agreement and the settlement provided for herein and any proceedings taken pursuant thereto are not and should not in any event be offered or received as evidence of, a presumption, concession, or an admission of liability or of any misrepresentation or omission in any statement or written document approved or made by Samsung or any Releasee or the suitability of these or similar claims to class treatment in active litigation and trial; provided, however, that reference may be made to this Agreement and the settlement provided for herein in such proceedings as may be necessary to enforce or effectuate this Agreement;

O. Bars and permanently enjoins all Settlement Class Members who have not been properly excluded from the Settlement Class (i) from filing, commencing,

prosecuting, intervening in or participating as plaintiff, claimant or class member in any other lawsuit or administrative, regulatory, arbitration or other proceeding against Samsung and/or any Releasee in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Action and/or the Released Claims; (ii) from filing, commencing or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding against Samsung and/or any Releasee as a class action on behalf of any Settlement Class Members who have not timely excluded themselves (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Action and/or the Released Claims; and (iii) from organizing Settlement Class Members who have not been excluded from the Class into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) against Samsung and/or any Releasee based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Action, and/or the Released Claims;

P. Approves the Opt-Out List and determines that the Opt-Out List is a complete list of all Settlement Class Members who have timely requested exclusion from the Settlement Class and, accordingly, shall neither share in nor be bound by the Final Order and Judgment;

Q. Authorizes the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of this Agreement and all Exhibits hereto that (i) shall be consistent in all material respects with the

Final Order and Judgment and that (ii) do not limit the rights of the Parties or Settlement Class Members; and

R. Dismisses all of the “Doe” Defendants from the Lawsuit and the Action.

72. Class Counsel shall not file a proposed Final Order and Judgment without Defense Counsel’s approval.

RELEASE

73. *Release.* In consideration of the payments made by Samsung and the entire Agreement made herein, and upon the Effective Date, Plaintiff and all his respective agents, employees, successors, heirs, spouses, administrators, executors, partners, assigns, and all of his past, present and future representatives and predecessors (collectively, the “Releasers”) hereby release and forever discharge Samsung and each of its parent, subsidiary and affiliated companies, entities, trust(s), predecessors, successors and each of its owners, shareholders, beneficiaries, officers, directors, agents, servants, employees, attorneys, independent contractors, insurers, affiliated entities and all other persons acting on its behalf (collectively, the “Releasees”), from all present and any and all future claims and any and all liability whatsoever arising out of, relating to, or concerning the facts alleged in the Second Amended Complaint in the Action and in the Recitals herein, including, but not limited to, any and all claims, actions, causes of action, rights, demands, suits, debts, liens, contracts, agreements, offsets or liabilities, including but not limited to tort claims, claims for breach of contract, claims for violation of privacy, breach of the duty of good faith and fair dealing, breach of statutory duties, actual or constructive fraud, misrepresentations, fraudulent inducement, statutory and consumer fraud, breach of fiduciary duty, unfair business or trade practices, restitution, rescission, claims for contribution or indemnification, compensatory and punitive damages, injunctive or declaratory relief, attorneys’ fees, interests, costs, penalties and any other claims, whether known or unknown, alleged or not alleged in the Action, suspected or unsuspected, contingent or matured, under federal, state or local law, which the Named Plaintiff and/or any Settlement Class Member

had, now have or may in the future have with respect to any conduct, act, omissions, facts, matters, transactions or oral or written statements or occurrences prior to the Preliminary Approval Date relating to or arising out of, or connected with or resulting from any claim or cause of action which was or could have been asserted in the Action which arose from the transactions or events alleged in the Action (collectively, the "Released Claims").

74. *Unknown Claims as Encompassed by Paragraph 73.* With regard to the Released Claims encompassed within Paragraph 73 above, Named Plaintiff and the Settlement Class Members acknowledge that they are aware that they may later discover facts in addition to or different from those which they now know or believe to be true with regard to the Action or any other subject of this Agreement, but that they intend to fully, finally, and forever settle and release all disputes and differences, known and unknown, suspected or unsuspected, which now exist or formerly existed between or among Named Plaintiff or the Settlement Class Members and the Releasees with respect to the Released Claims and that in furtherance of this intention, this release shall be and will remain a full and general release of the Action and any other subject matter of this Agreement notwithstanding the discovery or existence of any additional or different facts relating to the Action or any other subject of this Agreement. The Named Plaintiff and Settlement Class Members and the Releasees expressly acknowledge that they are familiar with principles of law such as Section 1542 of the Civil Code of the State of California.

California Civil Code § 1542 provides that:

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

To the extent that California or other law may be applicable to the Agreement, the Parties hereby expressly agree that the provisions, rights and benefits of Section 1542 and all similar federal or state laws, rights, rules, or legal principles of any other jurisdiction that may be applicable herein are hereby knowingly and voluntarily waived and relinquished to the fullest

extent permitted by law solely in connection with unknown claims that relate to the claims or causes of action against Samsung set forth in the Action, and the Parties hereby agree and acknowledge that this is an essential term of the Release. In connection with the Release, the Parties acknowledge that they are aware that they may hereafter discover claims presently unknown or unsuspected or facts in addition to or different from those which they now know or believe to be true with respect to matters released herein.

75. *Class Certification for Settlement Purposes Only.* The Parties agree that the stipulation for class certification in connection with the settlement reflected in this Agreement is for settlement purposes only, and if for any reason the settlement is not approved, the stipulation will be of no force or effect. The Parties agree that certification for settlement purposes is in no way an admission that class certification is proper for discovery and/or trial, and that evidence of this stipulation for settlement purposes only will not be deemed admissible in this or any other proceeding on the subject of whether the alleged class should be certified for litigation, discovery or trial.

WITHDRAWAL FROM OR TERMINATION OF SETTLEMENT

76. Within fifteen (15) days of the occurrence of any of the following events and upon written notice to the other Party, a Party shall have the right to withdraw from the settlement:

- A. If the Court fails to approve the Agreement as written or if on appeal the Court's approval is reversed or modified;
- B. If the Court materially alters any of the terms of the Agreement, provided that this Paragraph does not apply to any modifications the Court may make in its discretion to the Attorneys' Fee Award or the Plaintiff's Service Award;
- C. If either the Preliminary Approval Order, as described in Paragraph 70 and substantially in the form attached hereto as Exhibit E, or the Final Order and Judgment, as described in Paragraph 71, is not entered by the Court or is reversed

or modified on appeal, or otherwise fails for any reason. In the event of a withdrawal pursuant to this Paragraph, any certification of a Settlement Class will be vacated, without prejudice to any Party's position on the issue of class certification and the amenability of the claims asserted in the Action to class treatment, and the Parties shall be restored to their litigation position existing immediately before the execution of this Agreement.

- D. If ten percent (10%) or more of the Settlement Class Members properly and timely submit requests for exclusion from the Settlement Class as set forth in Paragraph 61, thereby becoming Opt-Outs, then, at the election of Samsung, Samsung may withdraw from this Agreement. In that event, all of Samsung's obligations under this Agreement shall cease to be of any force and effect, the certification of the Settlement Class shall be vacated without prejudice to Samsung's position on the issue of class certification, and Samsung shall be restored to its litigation position existing immediately before the execution of this Agreement. To withdraw from this Agreement on the basis set forth in this Paragraph, Samsung must notify Class Counsel in writing of its election to do so within ten (10) business days after the Opt-Out List has been served on the Parties. For purposes of this Paragraph, Opt-Outs shall not include (i) persons who are specifically excluded from the Settlement Class described at Paragraph 37 of the Agreement; and (ii) Opt-Outs who sign an undertaking that they will not pursue an individual or class claim that would otherwise be a Released Claim as defined in this Agreement.
- E. In the event of withdrawal by either Party in accordance with the terms set forth in this Section, the Agreement shall be null and void, shall have no further force and effect with respect to any Party in the Action and shall not be offered in evidence or used in any litigation for any purpose, including the existence, certification, or maintenance of any proposed or existing class or the amenability

of these or similar claims to class treatment. In the event of such withdrawal, this Agreement and all negotiations, proceedings, documents prepared, and statements made in connection herewith shall be without prejudice to Samsung, Plaintiff and the Settlement Class Members and shall not be deemed or construed to be an admission or confession in any way by any Party of any fact, matter, or proposition of law and shall not be used in any manner for any purpose, and the Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made or filed with the Court.

CIRCULAR 230 DISCLAIMER

77. Each party to this Agreement (for purposes of this section, the “Acknowledging Party” and each party to this Agreement other than the acknowledging party, an “Other Party”) acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the Acknowledging Party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel other than counsel of record herein for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any Other Party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

ADDITIONAL PROVISIONS

78. The Recitals and Exhibits to this Agreement are an integral part of the settlement and are expressly incorporated and made a part of this Agreement.

79. This Agreement is for settlement purposes only. Neither the fact of nor any provision contained in this Agreement nor any action taken hereunder shall constitute or be construed as an admission of the validity of any claim or any fact alleged in the Action or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Samsung or any admission by Samsung of any claim or allegation made in any action or proceeding against Samsung or any concession as to the lack of merit in any of the claims asserted by the Plaintiff in the Action. This Agreement shall not be offered or admissible as evidence against the Parties or cited or referred to in any action or proceeding, except in any action or proceeding brought to enforce its terms. Nothing contained herein is or shall be construed or admissible as an admission by Samsung that the Plaintiff's claims or any similar claims are true or are suitable for class treatment.

80. In the event that there are developments in the effectuation and administration of this Agreement that are not dealt with by the terms of this Agreement, then such matters shall be dealt with as agreed upon by the Parties, and failing agreement, as shall be ordered by this Court. The Parties shall execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Agreement and to take all necessary and appropriate actions to obtain judicial approval of this Agreement in order to give this Agreement full force and effect.

81. No person shall have a claim against the Named Plaintiff, Class Counsel, Samsung, Defense Counsel, the Settlement Administrator, or the Releasees or their agents based on administration of the settlement substantially in accordance with the terms of this Agreement or any order of the Court or any appellate court.

82. Class Counsel, Defense Counsel and all other counsel of record for the Named Plaintiff or Samsung hereby agree not to engage in any communications with the media or the press, on the internet, or in any public forum, orally or in writing, that relate to this settlement or the Action. Nothing in this paragraph shall prohibit Class Counsel or Defense Counsel from accurately communicating any fact that is a matter of public record and not otherwise in dispute by the Parties regarding this settlement or the Action.

83. This Agreement shall not be construed to in any way limit the right or ability of any Settlement Class Member to cancel, discontinue, or otherwise terminate their cell phone plan with Samsung and/or any third-party cell phone carrier or as may otherwise be permitted under applicable federal, state, or local law and the Settlement Class Member's cell phone plan agreement with Samsung and/or any third-party cell phone carrier.

84. This Agreement constitutes the entire agreement between and among the Parties with respect to the settlement of the Action. This Agreement supersedes all prior negotiations and agreements and may not be modified or amended except in writing and signed by the Parties and their respective counsel. The Parties acknowledge, stipulate and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part of the subject matter of this Agreement has been made or relied on except as expressly set forth in this Agreement.

85. There shall be no waiver of any term or condition absent an express writing to that effect signed by the Parties. No waiver of any term or condition in this Agreement shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Agreement.

86. This Agreement may be executed in one or more counterparts, which together shall be deemed a single agreement. A photocopy, facsimile, or electronic copy of an executed counterpart shall be deemed an original.

87. This Agreement shall not be construed more strictly against one Party than another merely because of the fact that it may have been prepared by counsel for one of the

Parties, it being recognized that because of the arm's-length negotiations resulting in the Agreement, all Parties hereto have contributed substantially and materially to the preparation of this Agreement. All terms, conditions, and Exhibits are material and necessary to this Agreement and have been relied upon by the Parties in entering into this Agreement.

88. This Agreement shall be construed under and governed by the laws of the State of California without regard to its choice of law provisions or any rule that would cause the application of the laws of any other jurisdiction.

89. The Court shall retain continuing and exclusive jurisdiction over the Parties to this Agreement in order to administer and enforce this Agreement.

90. In the event that 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 the other provisions, which shall remain in full force and effect as though the invalid, illegal, or unenforceable provision had never been a part of this Agreement, so long as the benefits to Samsung, the Releasees, or the Settlement Class Members are not materially altered as a result of such provision.

91. Whenever, under the terms of this Agreement, a person is required to provide service or written notice to Samsung or Class Counsel, such service or notice shall be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other Parties in writing:

As to Plaintiff:

PROMETHEUS PARTNERS, L.L.P.

Eduardo G. Roy, Esq.
Daniel C. Quintero, Esq.
Prometheus Partners L.L.P.
220 Montgomery Street, Suite 1094
San Francisco, California 94104
Telephone: 415.527.0255

THE CIERNY FIRM

Alec Cierny, Esq.

650 California Street, Floor 7
San Francisco, California 94108
Telephone: 415.259.4646

As to Samsung:

HUNTON ANDREWS KURTH LLP

Michael J. Mueller, Esq.
2200 Pennsylvania Avenue, NW
Washington, DC 20037

HUNTON ANDREWS KURTH LLP

Thomas R. Waskom, Esq.
951 East Byrd Street
Richmond, VA 23219

92. The headings used in this Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement. In construing this Agreement, the use of the singular includes the plural (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

93. Each Party to this Agreement and the signatories thereto warrants that he, she, or it is acting upon independent judgment and upon the advice of legal counsel and not in any reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Agreement. Each signatory below warrants that he or she has authority to execute this Agreement or any of its Exhibits and to bind the Party on whose benefit he or she is executing this Agreement.

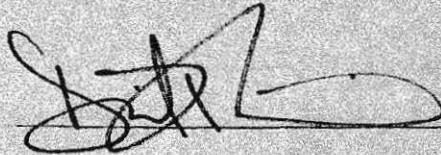
94. Each Party to this Agreement and the signatories thereto warrants that between the preliminary approval motion and final approval order, no Party or Counsel shall engage in any communications as described in Paragraph 82 or otherwise reference the declaration or valuation opinions provided by Named Plaintiff's expert. The only exception to this general prohibition is that a Party or its Counsel may publicly state that Samsung does not agree with the conclusions and opinions stated in the declaration of Named Plaintiff's expert. After final approval, references and communications regarding Named Plaintiff's expert's valuation are

subject to any limitations provided in the Final Order and Judgment. These reference restrictions provided herein will last for two years after the date of the Final Order and Judgment.

In WITNESS HEREOF, the Parties have executed this Agreement as of the date(s) indicated on the lines below:

PLAINTIFF:

Dated: Sept 6, 2019



Daniel Norcia

DEFENDANT:

Dated: _____, 2019


Name: _____

Title: _____

SAMSUNG ELECTRONICS AMERICA, INC.

APPROVED AS TO FORM AND CONTENT:

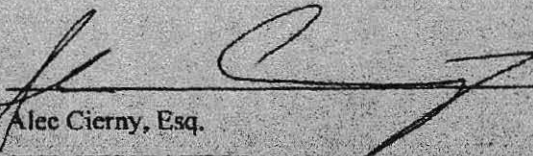
Dated: Sept 5, 2019



Eduardo G. Roy, Esq.

PROMETHEUS PARTNERS L.L.P.
220 Montgomery Street, Suite 1094
San Francisco, California 94104

Dated: September 4, 2019



Alec Cierny, Esq.

THE CIERNY FIRM
650 California Street, Floor 7
San Francisco, California 94108

In WITNESS WHEREOF, the Parties have executed this Agreement as of the date(s)
indicated on the lines below:

PLAINTIFF:

Dated: _____, 2019

Daniel Norcia

DEFENDANT:

Dated: 9/12, 2019



Name: MH LYU

Title: CFO

SAMSUNG ELECTRONICS AMERICA, INC.

APPROVED AS TO FORM AND CONTENT:

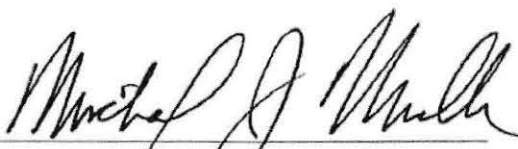
Dated: _____, 2019

Eduardo G. Roy, Esq.
PROMETHEUS PARTNERS L.L.P.
220 Montgomery Street, Suite 1094
San Francisco, California 94104

Dated: _____, 2019

Alec Cierny, Esq.
THE CIERNY FIRM
650 California Street, Floor 7
San Francisco, California 94108

Dated: September 9, 2019



Michael J. Mueller, Esq.
HUNTON ANDREWS KURTH LLP
2200 Pennsylvania Avenue, NW
Washington, DC 20037