

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (“*Settlement Agreement*” or “*Agreement*”) is entered into by and between plaintiffs Christina Egner and Rickey Glasco, individually and in their representative capacity on behalf of all others similarly situated (“*Plaintiffs*”), on the one hand, and defendant Sony Electronics Inc. (“*Sony*” or “*Defendant*”), on the other (collectively referred to as the “*Parties*”).

RECITALS

A. On September 25, 2009, former plaintiff Ronald Flynn commenced this action by filing a nationwide putative class action entitled *Flynn v. Sony Electronics Inc., et al.*, Case No. 09-CV-2109. On November 18, 2009, plaintiff Thad Nation commenced a nationwide putative class action entitled *Thad Nation v. Sony Electronics Inc., et al.*, Case No. 09-CV-2603. The Court consolidated the two cases on January 19, 2010 under Case No. 09-CV-2109 with the new title *In re Sony VAIO Computer Notebook Trackpad Litigation* (the “*Action*”).

B. The then plaintiffs filed their consolidated complaint on March 22, 2010. The consolidated complaint added plaintiff Christina Egner and dropped plaintiff Thad Nation. The consolidated complaint asserted the following claims: (1) violations of the Consumers Legal Remedies Act; (2) violation of the Unfair Competition Law; (3) violation of the Magnuson-Moss Warranty Act; (4) breach of express warranty; (5) breach of the implied warranty of fitness for a particular purpose; (6) breach of the implied warranty of merchantability; (7) negligence and strict liability; (8) common counts, assumpsit and declaratory relief; (9) violation of the New Jersey Consumer Fraud Act; and (10) violation of the Florida Deceptive and Unfair Trade Practices Act.

C. Sony moved to dismiss the consolidated complaint, and on October 28, 2010, the Court entered an order dismissing the then plaintiffs’ negligence and strict liability claims and denying the motion as to the other claims.

D. Then plaintiffs filed a first amended consolidated complaint on January 24, 2011.

E. Plaintiff Ronald Flynn filed a notice of withdrawal as a named plaintiff on May 12, 2011.

F. Plaintiffs filed the operative second amended consolidated complaint on November 21, 2012 (the “*Complaint*”). The Complaint added plaintiff Rickey Glasco as a named plaintiff in addition to existing plaintiff Christina Egner. Plaintiffs asserted the following claims for relief individually and on behalf of a putative nationwide class in the Complaint: (1) violations of the Consumers Legal Remedies Act; (2) violation of the Unfair Competition Law; (3) violation of the Magnuson-Moss Warranty Act; (4) breach of express warranty; (5) breach of the implied warranty of fitness for a particular purpose; (6) breach of the implied warranty of merchantability; (7) common counts, assumpsit and declaratory relief; and (8) violation of the New Jersey Consumer Fraud Act.

G. Sony filed its answer to the second amended complaint – denying Plaintiffs’ claims and asserting various affirmative defenses – on December 10, 2012.

H. Plaintiffs filed their motion for class certification on February 28, 2013. The Court entered its order on the motion on September 25, 2013, certifying classes of California and New Jersey purchasers of the SZ, FZ, NW, EB, and F series of VAIO notebook computers. In doing so, the court dismissed Plaintiffs’ claim for breach of express warranty

I. The Parties participated in a full day mediation session in San Francisco, California before Hon. Edward A. Infante (ret.) of JAMS, Inc. on April 1, 2015.

J. The matter did not settle, and the Parties continued to litigate, including filing various motions relating to experts, sanctions, decertification, and summary judgment. The Court conducted a hearing on the various motions on April 14, 2016, and at the conclusion of the hearing excluded one of Sony’s expert witnesses regarding industry repair rates, denied Plaintiffs’ motion for sanctions, denied Sony’s motion for class decertification, and granted-in-part and denied-in-part Sony’s motion for summary judgment. The following claims from the Complaint survived and were set to be tried: (1) California’s Consumer Legal Remedies Act (Cal. Civ Code § 1770, *et seq.*) (limited to omission theory only); (2) New Jersey’s Consumer Fraud Act (limited to omission theory only); (3) Breach of Implied Warranty of Merchantability; (4) Magnuson-Moss Warranty Act (15 U.S.C. § 2301); and (5) Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*)

K. The Parties participated in a second full day mediation session in San Diego, California before Hon. Edward A. Infante (ret.) of JAMS, Inc. on July 21, 2016.

L. While the mediation provided a constructive forum for settlement discussions, it did not result in a settlement.

M. After the mediation, the Parties engaged in additional settlement efforts with the assistance of Judge Infante.

N. As a result of the progress made at the mediation and the subsequent discussions, the Parties have reached a Settlement of the Action, the terms of which are set forth in this Settlement Agreement.

O. Plaintiffs and Sony have conducted an investigation of the facts and have analyzed the relevant legal issues in regard to the claims and defenses asserted in the Action. The Parties have conducted and completed formal fact and expert discovery, including numerous written discovery requests and factual and expert depositions. The Parties also engaged in various discovery motions before the Court.

P. Plaintiffs and their Counsel believe that the surviving claims asserted in the Complaint and Action have merit. Sony has denied and continues to deny any and all allegations of wrongdoing alleged in the Complaint or asserted in the Action and believes the surviving claims asserted by Plaintiffs are without merit. Nonetheless, the Parties have concluded that continued litigation could be protracted and expensive and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this

Settlement Agreement in order to limit further expense, inconvenience, and uncertainty. The Parties also have considered the uncertainties of trial and the benefits to be obtained under the proposed Settlement and have considered the costs, risks, and delays associated with the continued prosecution of this complex and time consuming class action litigation and the likely appeals of any rulings or judgment in favor of either Plaintiffs or Sony.

Q. It is now the intention of the Parties and the objective of this Settlement Agreement to avoid the costs of trial and settle and dispose of, fully and completely and forever, any and all claims and causes of action in the Action.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, Plaintiffs, the Class, and Sony agree to settle the Action, subject to Court approval, under the following terms and conditions.

1. DEFINITIONS. In addition to the definitions included in the Recitals above, and in later sections of the Agreement, the following shall be defined terms for purposes of this Settlement Agreement. Some of the definitions in this section use terms that are defined later in the section. All defined terms are capitalized and listed in alphabetical order:

1.1 As used herein, the term “**Action**” means the lawsuit pursued by Plaintiffs against Sony: *In re Sony VAIO Computer Notebook Trackpad Litigation*, United States District Court for the Southern District of California, Case No. 09-cv-2109.

1.2 As used herein, the term “**Authorized Claimant**” means any Class Member who validly and timely submits a Claim Form according to the terms of this Settlement Agreement and does not validly request exclusion from the Class.

1.3 As used herein, the term “**Claim**” means a request made by a Class Member in order to receive a Settlement Payment pursuant to the procedures stated below in Section 3.6.

1.4 As used herein, the term “**Claim Form**” means the form a Class Member must validly and timely submit to receive a Settlement Payment under this Agreement. The Claim Form must be substantially similar to the form attached as **Exhibit F**.

1.5 As used herein, the term “**Claimant**” means any Class Member who submits a Claim under this Agreement.

1.6 As used herein, the term “**Claims Administrator**” means KCC LLC, and any successors to KCC LLC that Sony designates, subject to Plaintiffs’ approval, which should not unreasonably be withheld, which will administer the notice, claims, and the Settlement Payment distribution process provided for in the Settlement Agreement. The Claims Administrator will be responsible for all matters relating to the provision of notice to the Class and the administration of the Settlement consistent with the terms of this Agreement.

1.7 As used herein, the terms “**Class**” and “**Class Members**” means: (1) California residents who purchased a Sony VAIO Laptop, series SZ, FZ, NW, EB, or F, in California

between March 16, 2006 and the date the Court enters the Preliminary Approval Order; and (2) New Jersey residents who purchased a Sony VAIO Laptop, series SZ, FZ, NW, EB, or F, in New Jersey between March 16, 2006 and the date the Court enters the Preliminary Approval Order. Excluded from the Class are Sony's Counsel, Sony's officers and directors, and the judges presiding over the Action.

1.8 As used herein, the term "*Defendant*" means Sony Electronics Inc.

1.9 As used herein, the terms "*Defendant's Counsel*" and "*Sony's Counsel*" means the law firm Cooley LLP.

1.10 As used herein, the term "*Email Notice*" means the legal notice summarizing the proposed Settlement terms, as approved by Plaintiffs' Counsel, Sony's Counsel, and the Court, to be provided to Class Members under Section 3.3(b) of this Settlement Agreement via electronic mail. The Email Notice must be substantially similar to the form attached as **Exhibit D**.

1.11 As used herein, the term "*Fairness Hearing*" means the hearing(s) to be held by the Court to consider and determine whether the proposed Settlement of this Action as contained in this Settlement Agreement should be approved as fair, reasonable, and adequate, and whether the Final Order and Judgment approving the Settlement contained in this Settlement Agreement should be entered.

1.12 As used herein, the terms "*Final Order*" and "*Order Granting Final Approval of Class Settlement*" mean the Court order granting final approval of the Settlement of this Action following the Fairness Hearing. The Final Order must be substantially similar to the form attached as **Exhibit G**.

1.13 As used herein, the term "*Final Settlement Date*" means two Court days after the Final Order and Judgment become "final." For the purposes of this paragraph, "final" means after (a) thirty-one (31) calendar days after the entry of the Final Order and Judgment, if no timely motions for reconsideration, appeal, or other effort to obtain review have been filed; or (b) in the event that a motion for reconsideration, appeal, or other effort to obtain review has been initiated, the date after any and all such motions, appeals or other efforts to obtain review have been finally concluded in favor of the Final Order and Judgment, any mandates have issued and jurisdiction has been returned to the Court, and the Final Order and Judgment is no longer subject to review, whether by motions, appeal, petitions for rehearing, petitions for rehearing en banc, petitions for certiorari, or otherwise.

1.14 As used herein, the term "*Full Notice*" means the full legal notice of the proposed Settlement terms, as approved by Plaintiffs' Counsel, Sony's counsel, and the Court, to be provided to Class Members under Section 3.3 of this Settlement Agreement. The Full Notice must be substantially similar to the form attached as **Exhibit B**.

1.15 As used herein, the terms "*Judgment*" and "*Final Judgment*" mean a document labeled by the Court as such and that has the effect of a judgment under Fed. R. Civ. P. 54. The Judgment must be substantially similar to the form attached as **Exhibit H**.

1.16 As used herein, the term “*Named Plaintiffs*” means Christina Egner in her individual capacity only and Rickey Glasco in his individual capacity only.

1.17 As used herein, the terms “*Plaintiffs’ Counsel*” and “*Class Counsel*” mean the law firms of Gomez Trial Attorneys, Zeldes Haeggquist & Eck, LLP, and Doyle Lowther LLP.

1.18 As used herein, the terms “*Preliminary Approval Order*” or “*Preliminary Approval and Provisional Settlement Class Certification Order*” mean the order provisionally certifying the Class for settlement purposes, approving and directing the provision of notice to the Class, and setting the Fairness Hearing. This order must be substantially similar to the form attached as **Exhibit A**.

1.19 As used herein, the term “*Publication Notice*” means a legal notice directing Class Members to the Settlement Website, as approved by Plaintiffs’ Counsel, Sony’s Counsel, and the Court, to be provided to Class Members under Section 3.3 of this Settlement Agreement via online advertisement and via print publication. The Online Publication Notice must be substantially similar to the form attached as **Exhibit E** and the Print Publication Notice must be substantially similar to the form attached as **Exhibit C**.

1.20 As used herein, the term “*Response Deadline*” means the deadline by which Class Members must deliver Claim Forms or requests for exclusion or make objections under this Settlement Agreement. The Response Deadline shall be one hundred fifty (150) calendar days after entry of the Preliminary Approval Order.

1.21 As used herein, the term “*Settlement*” means the Settlement of this Action and related claims effectuated by this Settlement Agreement.

1.22 As used herein, the term “*Settlement Payment*” means a one-time cash payment of either (a) 65% of documented out-of-pocket expenses incurred to repair touchpad up to a cap of \$200; (b) 65% of documented out-of-pocket expenses incurred to purchase a peripheral workaround because of purported touchpad issues up to a cap of \$60; (c) \$25 for any Class Member who claims to have experienced touchpad issues, but does not have proof of repair or purchase of a peripheral workaround; or (d) \$5 for a Class Member who does not meet criteria for the preceding (a) through (c). The eligibility and any documentation requirements for each category of one-time cash payment shall be determined from the Claim Form and Claim requirements set forth in Section 3.6 and Exhibit F. No interest shall be paid on the Settlement Payment.

1.23 As used herein, the term “*Settlement Website*” means the website that shall be created for settlement administration purposes and administered by the Claims Administrator.

1.24 As used herein, the term “*U.S. Mail Notice*” means the legal notice summarizing the proposed Settlement terms, as approved by Plaintiffs’ Counsel, Sony’s Counsel, and the Court, to be provided to Class Members under Section 3.3(c) of this Settlement Agreement via regular U.S. postal mail. The U.S. Mail Notice must be substantially similar to the form attached as **Exhibit C**.

2. SETTLEMENT TERMS.

2.1 Award to the Settlement Class. Each Authorized Claimant is entitled to receive a Settlement Payment. To be entitled to receive a Settlement Payment, a Class Member must timely submit a valid and complete Claim Form and any supporting documentation required. The manner for submitting a timely, valid, and complete Claim Form is specified in Section 3.6 below. Payments shall be made by check to the Authorized Claimants. Authorized Claimants who receive a check shall have one hundred eighty (180) calendar days from the date of issuance within which to negotiate the check. If any Authorized Claimant has not cashed the check within 120 days from the date of issuance, the Claims Administrator shall send via regular U.S. postal mail such Authorized Claimant(s) a reminder notice in the form of a postcard stating the deadline to negotiate the check and instructions on how to obtain a reissued check in the event the original check was lost, stolen, or misplaced and remains un-negotiated. Any checks not negotiated within the one hundred eighty (180) day period shall be cancelled, and the funds for any such Authorized Claimant's Settlement Payment shall be returned to Sony.

2.2 Incentive Awards to Named Plaintiffs. Sony agrees not to oppose Named Plaintiffs' application for incentive awards of up to \$10,000.00 for plaintiff Christina Egner and \$7,500.00 for plaintiff Rickey Glasco for up to a total of \$17,500.00 with such amount subject to Court approval. Named Plaintiffs will not seek an amount greater than those amounts for this Action. Named Plaintiffs' incentive awards are to be paid separate and apart from the award to the Class. If the Court approves the Settlement of this Action and incentive awards to the Named Plaintiffs, payment of the amount awarded shall be apportioned as follows: Sony agrees to pay by check to the Named Plaintiffs the incentive awards approved by the Court only up to \$2,500.00 each for a total of \$5,000.00 within thirty (30) days after both of the following events occur (a) the Final Settlement Date and (b) both Named Plaintiffs provide Sony with their respective complete Form W-9; any amount above \$2,500.00 each for a total of \$5,000.00 shall be paid by Plaintiffs' Counsel to the Named Plaintiffs from the attorneys' fees and costs award in Section 2.3. No interest shall be paid on any portion of the incentive award.

2.3 Attorneys' Fees and Costs. Sony agrees not to oppose Class Counsel's application for attorneys' fees and costs of \$3.2 million (total) and agrees to pay such amount subject to Court approval. Class Counsel will file any papers supporting its request for attorneys' fees and costs with the Court fourteen (14) calendar days prior to the deadline for Class Members to object to the Settlement, as such deadline is defined in Section 3.9 of this Settlement Agreement. Class Counsel will not seek an amount greater than \$3.2 million total for this Action. The attorneys' fees and costs are paid separate and apart from the award to the Class. If the Court approves the Settlement of this Action and an award of attorneys' fees and costs to Class Counsel, Sony agrees to pay the attorneys' fees and costs approved by the Court up to \$3.2 million (total) to Class Counsel, specifically Gomez Trial Attorneys, by wire transfer within thirty (30) days after both of the following events occur (a) the Final Settlement Date and (b) Class Counsel, specifically Gomez Trial Attorneys, provides Sony with its completed Form W-9 and wire information. Class Counsel, specifically Gomez Trial Attorneys, shall have control over and responsibility to distribute (a) any payment of fees and costs to Class Counsel or any other attorney or law firm that may claim entitlement to fees and costs under this Settlement or as a result of the Action and (b) the payment of the Named Plaintiffs' incentive awards as addressed above in Section 2.2. No interest shall be paid on the attorneys' fees and costs award.

2.4 Class Notice and Settlement Implementation Costs. Sony shall bear all costs of providing notice to the Class in the manner prescribed in Section 3.3 below. Sony shall bear all costs associated with settlement administration (*e.g.*, claim processing and Settlement Payment distribution) by the Claims Administrator.

2.5 Reduction in Named Plaintiffs' Incentive Awards Class Counsel's Attorneys' Fees or Costs. A reduction by the Court or by an appellate court of the amount of the Named Plaintiffs' incentive awards or attorneys' fees or litigation costs sought by Class Counsel shall not affect any of the Parties' other rights and obligations under the Settlement Agreement.

2.6 No Tax Liability. Under no circumstances will Sony or Sony's Counsel have any liability for taxes or tax expenses for Settlement Payments, Named Plaintiffs' incentive awards sought under the Settlement (whether paid by Sony or distributed to Named Plaintiffs by Plaintiffs' Counsel), or attorneys' fees or litigation costs sought by Class Counsel under the Settlement. Named Plaintiffs are responsible for any taxes on an incentive awards awarded by the Court, and Class Counsel is responsible for any taxes on any attorneys' fees or litigation costs awarded by the Court. Nothing in this Settlement, or statements made during the negotiation of its terms, shall constitute tax advice by Sony or Sony's Counsel.

3. CLASS SETTLEMENT PROCEDURES.

3.1 Cooperation to Obtain Court Approval. The Parties will jointly take reasonable steps necessary to secure the Court's approval of this Settlement Agreement and the Settlement.

3.2 Preliminary Approval and Provisional Class Certification. As soon as practicable after this Settlement Agreement is signed, Plaintiffs must take steps to obtain preliminary approval of the class action settlement and provisional class certification from the Court. The motion for preliminary approval of the class action settlement and provisional class certification must request the Court to:

- (a) preliminarily approve this Settlement Agreement on the ground it "appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class, and falls within the range of possible approval[.]" *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1079 (N.D. Cal. 2007);
- (b) preliminarily approve the form, manner, and content of the Full Notice, U.S. Mail Notice and Print Publication, Email Notice, Online Publication Notice, and Claim Form described in Sections 3.3 and 3.6 of this Settlement Agreement, and attached as **Exhibits B - F**;
- (c) set the date and time of the Fairness Hearing;
- (d) confirm certification of the Class under Rule 23(b)(3) of the Federal Rules of Civil Procedure for settlement purposes;

- (e) find that Sony has complied with 28 U.S.C. § 1715(b);
- (f) stay all proceedings in the Action against Sony, except as may be necessary to implement or comply with the terms of the Settlement, until the Court renders a final decision on approval of the Settlement and set a briefing schedule for the papers in support of the Final Order;
- (g) confirm appointment of the Named Plaintiffs as the class representatives for settlement purposes; and
- (h) confirm the appointment of the law firms of Zeldes Haeggquist & Eck, LLP, and Doyle Lowther LLP as Class Counsel for settlement purposes, and appoint Gomez Trial Attorneys, as Class Counsel for settlement purposes.

The proposed Preliminary Approval and Provisional Class Certification Order must be substantially similar to the form attached as **Exhibit A**. Class Counsel must draft the motion papers and give Sony's Counsel drafts of the motion and proposed order to review at least five (5) calendar days before filing the motion. Sony shall file its own brief or statement of non-opposition in support of the Preliminary Approval and Provisional Class Certification Order.

3.3 Class Notice. Subject to the Court entering the Preliminary Approval Order, the Parties agree that Sony and its retained Claims Administrator will provide the Class with notice of the proposed settlement by the following methods:

- (a) **Settlement Website and Toll-Free Number.** Unless otherwise ordered by the Court, within sixty (60) calendar days after entry of the Preliminary Approval Order, the Claims Administrator will set up the Settlement Website that provides mailing address and email address for administrative inquiries and a toll-free number. The Settlement Website will post the Complaint, Settlement Agreement, Preliminary Approval Order, Full Notice, Claim Form, and within three (3) Court days after it is filed, Class Counsel's fee application. The Settlement Website will be active until at least the Final Settlement Date. The Settlement Website shall be designed and constructed to accept electronic Claim Form submission. The toll-free telephone number will receive calls relating to the Settlement and be limited to providing automated (*i.e.* not live operator) information about the Settlement and ability to request the emailing or mailing of a Claim Form. The toll-free telephone number will be active until at least the Fairness Hearing. After the Response Deadline, a recording will advise any callers that the Response Deadline has passed and that information regarding the Settlement may be viewed on the Settlement Website.
- (b) **Email Notice.** Unless otherwise ordered by the Court, within sixty (60) calendar days after entry of the Preliminary Approval Order and after the Settlement Website is live, Sony, through the Claims Administrator, will

send an Email Notice to each Class Member for whom Sony has an email address and that Sony has previously provided KCC in connection with the Court-ordered class notice. The Email Notice will be substantially similar to the form attached as **Exhibit D**, and will provide the web address of the Settlement Website and an email and mailing address to contact the Claims Administrator. Any Class Member receiving Email Notice will not be required to provide proof of purchase, and the Email Notice will provide a code or verification to submit with the Claim Form instead of proof of purchase.

- (c) **U.S. Mail Notice.** Unless otherwise ordered by the Court, within sixty (60) calendar days after entry of the Preliminary Approval Order and after the Settlement Website is live, Sony, through the Claims Administrator, will send a postcard containing the U.S. Mail Notice to each Class Member for whom Sony has a facially valid U.S. Postal address that Sony has previously provided KCC in connection with the Court-ordered class notice and who was not sent notice by email pursuant to Section 3.3(b) of this Settlement Agreement. The Claims Administrator will check all U.S. Postal addresses provided by Sony against the National Change of Address Database before providing U.S. Mail Notice. The postcard containing the U.S. Mail Notice will be substantially similar to the form attached as **Exhibit C**, and will provide the web address of the Settlement Website and an email and mailing address to contact the Claims Administrator. Any Class Member receiving U.S. Mail Notice will not be required to provide proof of purchase with the Claim Form, and the U.S. Mail Notice will provide a code or verification to submit with the Claim Form instead of proof of purchase.
- (d) **Publication Notice.** Unless otherwise ordered by the Court, within thirty (30) calendar days after entry of the Preliminary Approval Order, Sony, through the Claims Administrator, will implement a media plan to provide publication notice through the following components consistent with the prior Court-approved class notice: (a) full page insertion in the California and New Jersey editions of *People* magazine; (b) approximately 835,000 targeted internet impressions to adults residing in California and New Jersey; (c) 450,000 Spanish language targeted internet impressions to adults residing in California and New Jersey; and (d) a 1/8 page insertion for four consecutive weeks in the Los Angeles Daily News. The online media notice will be substantially similar to the form attached as **Exhibit E**. The print notice will be substantially similar to the form attached as **Exhibit C**.

CAFA Notice. Within ten (10) calendar days after this Agreement is filed with the Court, Sony shall serve upon relevant government officials notice of the proposed settlement in accordance with 28 U.S.C. § 1715.

3.4 Proof of Notice. No later than ten (10) calendar days before the Fairness Hearing, the Claims Administrator shall send Class Counsel and Sony's counsel via email an

executed declaration from the Claims Administrator confirming that notice to the Class has been provided in accordance with Section 3.3 of this Settlement Agreement. Plaintiffs will file the executed declaration with the Court in support of their motion for Final Order and Judgment.

3.5 Claims Procedure. To be eligible to receive a Settlement Payment, Class Members must accurately complete and submit a Claim Form with any required documentation specified on the Claim Form and deliver that form and any required supporting documentation to the Claims Administrator no later than the Response Deadline. The Claim Form and any supporting documentation required may be submitted electronically or by U.S. postal mail. The delivery date is deemed to be the date (a) the Claim Form is deposited in the U.S. Mail as evidenced by the postmark, in the case of submission by U.S. mail, or (b) in the case of submission electronically through the Settlement Website, the date the Claims Administrator receives the Claim Form, as evidenced by the transmission receipt. Any Class Member who fails to submit a valid and timely Claim Form will not receive any benefits under this Settlement Agreement. The eligibility and any documentation requirements for each category of Settlement Payment are specified on the Claim Form.

3.6 Right to Verify. The Claims Administrator may review all submitted Claim Forms for completeness, validity, accuracy, and timeliness, and may contact any Claimant to request additional information and documentation to determine the validity of any claim. In addition, the Claims Administrator may verify that: (1) the information set forth in a submitted Claim Form is accurate; and (2) the Claimant is a Class Member.

3.7 Right to Audit and Disputed Claims. Sony shall have the right to audit all submitted Claim Forms for completeness, validity, accuracy, and timeliness, and may submit its records in support of its position. If the Parties dispute a Claim Form's completeness, validity, accuracy, and timeliness, the Parties must meet and confer in good faith and work with the Claims Administrator in an effort to resolve the dispute and eliminate or limit the number of disputed Claims raised with the Court.

3.8 Objections. Any Class Member who has not submitted a timely written exclusion request pursuant to Section 3.10 of this Settlement Agreement and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, must deliver a written objection to the Claims Administrator no later than the Response Deadline. The delivery date is deemed to be the date the objection is deposited in the U.S. Mail as evidenced by the postmark. It shall be the objector's responsibility to ensure receipt of any objection by the Claims Administrator. Written objections must include: (a) the name and case number of the Action "*In re Sony VAIO Computer Notebook Trackpad Litigation*, Case No. 09-CV-2109"; (b) the full name, address, and telephone number of the person objecting (email address is optional); (c) the words "Notice of Objection" or "Formal Objection"; (d) in clear and concise terms, the objection and legal and factual arguments supporting the objection; and (e) facts showing that the person objecting is a Class Member. The written objection must be signed and dated, and must include the following language immediately above the signature and date "I declare under penalty of perjury under the laws of the United States of America that the foregoing statements regarding class membership are true and correct to the best of my knowledge." Any Class Member, who submits a written objection, as described in this paragraph, has the option to 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 the Settlement Agreement or the proposed Settlement, or to the award of attorneys' fees. However, Class Members (with or without their attorneys) intending to make an appearance at the Fairness Hearing must include on the timely and valid written objection a statement substantially similar to "Notice of Intention to Appear." If the objecting Class Member intends to appear at the Fairness Hearing through counsel, he or she must also identify the attorney(s) representing the objector who will appear at the Fairness Hearing and include the attorney(s) name, address, phone number, e-mail address, and the state bar(s) to which counsel is admitted. If the objecting Class Member intends to request the Court to allow the Class Member to call witnesses at the Fairness Hearing, such request must be made in the Class Member's written objection, which must also contain a list of any such witnesses and a summary of each witness's expected testimony. Only Class Members who submit timely written objections including Notices of Intention to Appear may speak at the Fairness Hearing. If a Class Member makes an objection through an attorney, the Class Member will be responsible for his or her personal attorney's fees and costs. Written objections must be verified by a declaration under the penalty of perjury or a sworn affidavit and must include: (a) the name and case number of the Action; (b) the full name, address, and telephone number of the person objecting; (c) a statement of each objection; and (d) a written brief detailing the specific reasons, if any, for each objection, including any legal and factual support the objector wishes to bring to the Court's attention and any evidence the objector wishes to introduce in support of the objection(s). Any Class Member, who files and serves a written objection, as described in this paragraph, has the option to 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 the Settlement Agreement or the proposed Settlement, or to the award of attorneys' fees. However, Class Members (with or without their attorneys) intending to make an appearance at the Fairness Hearing must include on a timely and valid objection a statement substantially similar to "Notice of Intention to Appear." If the objecting Class Member intends to appear at the Fairness Hearing through counsel, he or she must also identify the attorney(s) representing the objector who will appear at the Fairness Hearing and include the attorney(s) name, address, phone number, e-mail address, and the state bar(s) to which counsel is admitted. If the objecting Class Member intends to request the Court to allow the Class Member to call witnesses at the Fairness Hearing, such request must be made in the Class Member's written brief, which must also contain a list of any such witnesses and a summary of each witness's expected testimony. Only Class Members who file and serve timely objections including Notices of Intention to Appear may speak at the Fairness Hearing. If a Class Member makes an objection through an attorney, the Class Member will be responsible for his or her personal attorney's fees and costs.

3.9 Exclusion from the Class. Class Members may elect to exclude themselves from the Class and not to be bound by this Settlement Agreement or the Settlement. To make this election, Class Members must send a letter or postcard to the Claims Administrator stating: (a) the name and case number of the Action; (b) the full name, address, and telephone number of the person requesting exclusion; and (c) a statement that he/she does not wish to participate in the Settlement, postmarked no later than the Response Deadline.

- (a) **Exclusion List.** The Claims Administrator must send Class Counsel and Sony's counsel via email a list of Class Members who have timely and validly excluded themselves from the Class no later than ten (10) calendar

days before the filing date for Plaintiffs' motion in support of the Final Order and Judgment.

- (b) **Blow-up Clause.** Despite this Settlement Agreement, if more than five hundred (500) Class Members request exclusion, then Sony may, in its sole discretion, at any time before the Fairness Hearing, notify Class Counsel in writing that it has elected to terminate this Settlement Agreement. If this Settlement Agreement is terminated, it will be deemed null and void *ab initio*. In that event: (i) the Preliminary Approval and Provisional Class Certification Order for purposes of Settlement and all of its provisions will be vacated by its own terms (but not the Court's prior class certification order entered on September 25, 2013); (ii) the Action will revert to the status that existed before the Settlement Agreement's execution date; and (iii) no term or draft of this Settlement Agreement, or any part or aspect of the Parties' settlement discussions, negotiations, or documentation will have any effect or be admissible into evidence, for any purpose, in this Action or any other proceeding.

3.10 Settlement Payment Distribution. If the Court approves the Settlement of this Action, Sony, either itself or through the Claims Administrator, must mail the Settlement Payments to the Authorized Claimants within sixty (60) calendar days following the Final Settlement Date.

4. FINAL JUDGMENT AND RELEASES.

4.1 Judgment and Enforcement. The Parties agree that should the Court grant final approval of the proposed Settlement and enter Judgment, the Judgment shall include a provision for the retention of the Court's jurisdiction over the Parties to enforce the terms of this Settlement Agreement.

4.2 Final Order and Judgment. Before the Fairness Hearing, Plaintiffs must apply for Court approval of a proposed Final Order and Judgment, substantially similar to the forms attached as **Exhibits G** and **H**, respectively. Subject to the Court's approval, the Final Order and Judgment shall, among other things:

- (a) finally approve the Settlement Agreement as fair, reasonable and adequate;
- (b) confirm final certification of the Class for settlement purposes pursuant to Federal Rule of Civil Procedure 23(b)(3);
- (c) find that the notice and the notice dissemination methodology complied with the Settlement Agreement, Federal Rule of Civil Procedure 23, and the Due Process Clause of the United States Constitution;
- (d) issue orders related to the relief provided for in the Settlement Agreement, including distribution of the Settlement Payments, payment of incentive awards, and payment of Class Counsel's fees and costs award;

- (e) incorporate the release set forth in the Settlement Agreement;
- (f) dismiss the Action with prejudice; and
- (a) retain jurisdiction over the Action and the Parties relating to the administration, consummation, or enforcement of the Agreement or the Final Order and Judgment, and for any other necessary purpose.

Class Counsel must also draft the motion papers and give Sony's Counsel drafts of the motion and proposed order to review at least five (5) calendar days before the motion's filing and service date/deadline. Sony shall be permitted, but not required, to file its own brief or statement of non-opposition in support of the Final Order and Judgment.

4.3 Effect of Agreement if Settlement Is Not Approved. This Settlement Agreement was entered into only for the purpose of Settlement. In the event that the Court conditions its approval of either the Preliminary Approval Order or the Final Order and Judgment on any modifications of this Settlement Agreement that are not acceptable to all Parties, or if the Court does not approve the Settlement or enter the Final Order and Judgment, or if the Final Settlement Date does not occur for any reason, then this Agreement shall be deemed null and void *ab initio* and the Parties shall be deemed restored to their respective positions *status quo ante*, and as if this Agreement was never executed. In that event (a) the Preliminary Approval Order and all of its provisions will be vacated by its own terms, including, but not limited to, vacating conditional certification of the Class for Settlement, conditional appointment of Plaintiffs as class representatives for Settlement purposes, and conditional appointment of Plaintiffs' counsel as Class Counsel for Settlement purposes (but without any affect on the Court's prior class certification order entered on September 25, 2013); (b) the Action will revert to the status that existed before the Settlement Agreement's execution date; and (c) no term or draft of this Settlement Agreement, or any part of the Parties' settlement discussions, negotiations or documentation will have any effect or be admissible into evidence for any purpose in the Action or any other proceeding. If the Court does not approve the Settlement or enter the Final Order and Judgment for any reason, or if the Final Settlement Date does not occur for any reason, Sony shall retain all its rights to continue to object to the maintenance of the Action as a class action, and nothing in this Settlement Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any Party concerning whether the Action may properly be maintained as a class action.

4.4 Release as to All Class Members. Upon entry of the Judgment, Plaintiffs and each member of the Class who has not timely requested exclusion from the Class, and each of their respective successors, assigns, legatees, heirs, and personal representatives, will be deemed to have released Sony, and each of its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, insurers and reinsurers, and Sony's and their respective successors and predecessors in interest, subsidiaries, affiliates, direct or indirect parents, wholly or majority-owned subsidiaries, affiliated and related entities, authorized resellers, partners and privities, and each of their company-sponsored employee benefit plans and all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents ("**Released Parties**"), from the Released Claims. For purposes of this Settlement Agreement, the "**Released Claims**" are

defined as all manner of action, causes of action, claims, demands, rights, suits, obligations, contracts, agreements, promises, liabilities, damages (including punitive or any other form of exemplary damages), charges, fines, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, known or unknown, asserted or unasserted, in law or equity, fixed or contingent, which they have or may have arising out of or relating to any of the acts, omissions, or other conduct that have or could have been alleged in the Action or alleged in the Complaint, including, but not limited to, any and all claims related to the design, manufacturing, marketing, sales, and performance under any express or implied warranty related to the Sony VAIO SZ, FZ, NW, EB, and F series laptops.

As to these Released Claims, the Class Members, and each of their respective successors, assigns, legatees, heirs, and personal representatives, expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

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.

The Class Members fully understand that the facts on which the Settlement Agreement is to be executed may be different from the facts now believed by the Class Members and the Class Counsel to be true and expressly accept and assume the risk of this possible difference in facts and agree that the Settlement Agreement will remain effective despite any difference in facts. Further, Class Members agree that this waiver is an essential and material term of this release and the Settlement that underlies it and that without such waiver the Settlement would not have been accepted.

4.5 General Release by Named Plaintiffs. In addition to the releases made by the Class Members set forth in Section 4.4 above, effective upon entry of the Judgment, the Named Plaintiffs make the additional following general release of all claims, known or unknown. Named Plaintiffs and each of their successors, assigns, legatees, heirs, and personal representatives, release and forever discharge the Released Parties from all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages (including punitive or any other form of exemplary damages), charges, fines, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, known or unknown, asserted or unasserted, in law or equity, fixed or contingent. (The release set forth in this Section shall be referred to hereinafter as the "**General Release**"). The General Release includes any unknown claims the Named Plaintiffs do not know or suspect to exist in their favor at the time of the General Release, which, if known by them, might have affected their Settlement with, and release of, the Released Parties by the Named Plaintiffs or might have affected their decision not to object to this Settlement Agreement or the General Release. With respect to the General Release, Named Plaintiffs stipulate and agree that, effective upon entry of the Judgment, Named Plaintiffs shall be deemed to have, and by operation of the Final Order and

Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

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.

Further, Named Plaintiffs agree that this waiver is an essential and material term of this release and the Settlement that underlies it and that without such waiver the Settlement would not have been accepted.

5. ADDITIONAL PROVISIONS.

5.1 No Admission of Liability or Wrongdoing. This Settlement Agreement reflects the Parties' compromise and Settlement of disputed claims. Its constituent provisions, and any and all drafts, communications, and discussions relating thereto, shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law (including, but not limited to, matters respecting class certification) by any person, including Sony, and shall not be offered or received in evidence or requested in discovery in this Action or any other action or proceeding as evidence of an admission or concession. Sony has denied and continues to deny each of the claims and contentions alleged by Plaintiffs in the Action. Sony has repeatedly asserted and continues to assert defenses thereto, and has expressly denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action. Notwithstanding this provision, Sony agrees to waive any claim under Federal Rules of Civil Procedure Rule 11 or any state, federal, or common law claim for malicious prosecution against Plaintiffs and Class Counsel.

5.2 Change of Time Periods. All time periods and dates described in this Settlement Agreement are subject to the Court's approval. These time periods and dates may be changed by the Court or by the Parties' written agreement without notice to the Class.

5.3 Fair, Adequate, and Reasonable Settlement. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement in arms-length negotiations, taking into account all relevant factors, present and potential. This Settlement was reached after extensive negotiations, including two mediations.

5.4 Real Parties in Interest. In executing this Settlement Agreement, the Parties warrant and represent that except as provided herein, neither said claims nor any part thereof have been assigned, granted, or transferred in any way to any other person, firm, or entity.

5.5 Voluntary Agreement. This Settlement Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm, or entity.

5.6 Binding on Successors. This Settlement Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

5.7 Parties Represented by Counsel. The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Settlement Agreement by independent counsel of their own choosing, that they have read this Settlement Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Settlement Agreement and of its legal effect.

5.8 Authorization. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein and, further, that each Party is fully entitled and duly authorized to give this complete and final release and discharge.

5.9 Entire Agreement. This Settlement Agreement and attached exhibits contain the entire agreement between the Parties and constitute the complete, final, and exclusive embodiment of their agreement with respect to the Action. This Settlement Agreement is executed without reliance on any promise, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Settlement Agreement.

5.10 Construction and Interpretation. Neither the Parties nor any of the Parties' respective attorneys shall be deemed the drafter of this Settlement Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them. This Settlement Agreement has been, and must be construed to have been, drafted by all the Parties to it, so that any rule that construes ambiguities against the drafter will have no force or effect.

5.11 Headings and Formatting of Definitions. The various headings used in this Settlement Agreement are solely for the convenience of the Parties and shall not be used to interpret this Settlement Agreement. Similarly, bolding and italicizing of definitional words and phrases is solely for the Parties' convenience and may not be used to interpret this Settlement Agreement. The headings and the formatting of the text in the definitions do not define, limit, extend, or describe the Parties' intent or the scope of this Settlement Agreement.

5.12 Exhibits. The exhibits to this Settlement Agreement are integral parts of the Settlement Agreement and Settlement and are hereby incorporated and made a part of this Settlement Agreement as though fully set forth in the Settlement Agreement.

5.13 Modifications and Amendments. No amendment, change, or modification of this Settlement Agreement or any part thereof shall be valid unless in writing signed by the Parties or their counsel.

5.14 Governing Law. This Agreement is entered into in accordance with the laws of the State of California and shall be governed by and interpreted in accordance with the laws of the State of California, without regard to its conflict of law principles.

5.15 Further Assurances. Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts or things reasonably necessary in connection with the performance of its obligations hereunder to carry out the express intent of the Parties hereto.

5.16 Agreement Constitutes a Complete Defense. To the extent permitted by law, this Settlement Agreement may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceedings that may be instituted, prosecuted, or attempted in breach of or contrary to this Settlement Agreement.

5.17 Execution Date. This Settlement Agreement shall be deemed executed upon the last date of execution by all of the undersigned.

5.18 Continuing Jurisdiction. The Court shall retain jurisdiction over the interpretation, effectuation, and implementation of this Settlement Agreement.

5.19 Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies or PDF copies of executed copies of this Agreement may be treated as originals.

5.20 Recitals. The Recitals are incorporated by this reference and are part of the Settlement Agreement.

5.21 Inadmissibility. This Settlement Agreement (whether approved or not approved, revoked, or made ineffective for any reason) and any proceedings or discussions related to this Settlement Agreement are inadmissible as evidence of any liability or wrongdoing whatsoever in any court or tribunal in any state, territory, or jurisdiction. Further, neither this Settlement Agreement, the Settlement contemplated by it, nor any proceedings taken under it, will be construed or offered or received into evidence as an admission, concession, or presumption by Sony that class certification is appropriate, except to the extent necessary to consummate this Settlement Agreement and the binding effect of the Final Order and Judgment.

5.22 No Conflict Intended. Any inconsistency between this Settlement Agreement and the attached exhibits will be resolved in favor of this Settlement Agreement.

5.23 Notices. Any notice, instruction, application for Court approval or application for Court orders sought in connection with the Settlement Agreement or other document to be given by any Party to any other Party shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, if to Sony to the attention of Sony’s Counsel, and if to Class Members to the attention of Class Counsel on their behalf.

CLASS COUNSEL	SONY’S COUNSEL
John Gomez Gomez Trial Attorneys 655 West Broadway, Suite 1700	Michael Attanasio Cooley LLP 4401 Eastgate Mall

San Diego, CA 92101	San Diego, CA 92121
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5.24 List of Exhibits: The following exhibits are attached to this Settlement Agreement:

- Exhibit A: [Proposed] Preliminary Approval and Provisional Settlement Class Certification Order
- Exhibit B: Full Notice
- Exhibit C: U.S. Mail Notice and Print Publication Notice
- Exhibit D: Email Notice
- Exhibit E: Online Publication Notice
- Exhibit F: Claim Form
- Exhibit G: [Proposed] Order Granting Final Approval of Class Settlement
- Exhibit H: [Proposed] Final Judgment

IN WITNESS WHEREOF, the Parties hereto, acting by and through their respective Counsel of record, have so AGREED.

Dated: December 26, 2016

Christina Egner
CHRISTINA EGNER

Dated: December __, 2016

RICKEY GLASCO

Dated: December __, 2016

SONY ELECTRONICS INC.

By: _____
Its: _____

San Diego, CA 92101	San Diego, CA 92121
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5.24 List of Exhibits: The following exhibits are attached to this Settlement Agreement:

Exhibit A: [Proposed] Preliminary Approval and Provisional Settlement Class Certification Order

Exhibit B: Full Notice

Exhibit C: U.S. Mail Notice and Print Publication Notice

Exhibit D: Email Notice

Exhibit E: Online Publication Notice

Exhibit F: Claim Form

Exhibit G: [Proposed] Order Granting Final Approval of Class Settlement

Exhibit H: [Proposed] Final Judgment

IN WITNESS WHEREOF, the Parties hereto, acting by and through their respective Counsel of record, have so AGREED.

Dated: December __, 2016

CHRISTINA EGNER

Dated: December 20, 2016



RICKEY GLASCO

Dated: December __, 2016

SONY ELECTRONICS INC.

By: _____

Its: _____

San Diego, CA 92101	San Diego, CA 92121
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5.24 List of Exhibits: The following exhibits are attached to this Settlement Agreement:

- Exhibit A: [Proposed] Preliminary Approval and Provisional Settlement Class Certification Order
- Exhibit B: Full Notice
- Exhibit C: U.S. Mail Notice and Print Publication Notice
- Exhibit D: Email Notice
- Exhibit E: Online Publication Notice
- Exhibit F: Claim Form
- Exhibit G: [Proposed] Order Granting Final Approval of Class Settlement
- Exhibit H: [Proposed] Final Judgment

IN WITNESS WHEREOF, the Parties hereto, acting by and through their respective Counsel of record, have so AGREED.

Dated: December __, 2016

CHRISTINA EGNER

Dated: December __, 2016

RICKEY GLASCO

Dated: December 23, 2016

SONY ELECTRONICS INC.

Ronald A Wasinger

By: *Ronald A. Wasinger*
Its: *Vice President*

EXHIBIT A
[PROPOSED] PRELIMINARY APPROVAL AND PROVISIONAL SETTLEMENT CLASS
CERTIFICATION ORDER

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

In Re SONY VAIO COMPUTER
NOTEBOOK TRACKPAD
LITIGATION

Case No. 09-cv-2109 BAS MDD

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT AND
PROVISIONAL SETTLEMENT CLASS
CERTIFICATION**

Judge: Hon. Cynthia A. Bashant

On _____ (month) ____ (day), 2016, this Court heard plaintiffs Christina Egner and Rickey Glasco’s (“Plaintiffs”) motion for preliminary approval of class settlement and provisional settlement class certification under Rule 23 of the Federal Rules of Civil Procedure. This Court reviewed the motion, including the Settlement Agreement and Release (“Settlement Agreement”). Based on this review and the findings below, the Court found good cause to grant the motion.¹

¹ Capitalized terms in this Order, unless otherwise defined, have the same definitions as those terms in the Settlement Agreement.

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FINDINGS:

1. The Settlement Agreement appears to be the product of serious, informed, non-collusive negotiations and falls within the range of possible approval as fair, reasonable and adequate. *See In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1079 (N.D. Cal. 2007) (granting preliminary approval where the settlement “appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class, and falls within the range of possible approval”).

2. The Full Notice, U.S. Mail Notice, Email Notice, Publication Notices, and Claim Form (attached to the Settlement Agreement), and their manner of transmission, comply with Rule 23 and due process because the notices and forms are reasonably calculated to adequately apprise class members of (i) the pending lawsuit, (ii) the proposed settlement, and (iii) their rights, including the right to either participate in the settlement, exclude themselves from the settlement, or object to the settlement.

3. As previously set forth in the Court’s order entered on September 25, 2013 (Doc. No. 198) and for settlement purposes, the Class is so numerous that joinder of all Class Members is impracticable.

4. As previously set forth in the Court’s order entered on September 25, 2013 (Doc. No. 198) and for settlement purposes, Plaintiffs’ claims are typical of the Class’s claims.

5. As previously set forth in the Court’s order entered on September 25, 2013 (Doc. No. 198) and for settlement purposes, there are questions of law and fact common to the Class, which predominate over any questions affecting only individual Class Members.

1 **6.** As previously set forth in the Court’s order entered on September 25,
2 2013 (Doc. No. 198) and for settlement purposes, Class Certification is superior to
3 other available methods for the fair and efficient adjudication of the controversy.

4 **7.** Defendant Sony Electronics Inc. (“Sony”) filed a copy of the notice it
5 gave on [Month] [Date], [Year] pursuant to 28 U.S.C. § 1715(b) and the notice
6 complies with the requirements of 28 U.S.C. § 1715(b).

7 **IT IS ORDERED THAT:**

8 **1. Settlement Approval.** The Settlement Agreement, including the Full
9 Notice, U.S. Mail Notice, Email Notice, Publication Notices, and Claim Form,
10 attached to the Settlement Agreement as Exhibits B-F, are preliminarily approved.

11 **2. Provision of Class Notice.** Sony shall notify Class Members of the
12 settlement in the manner specified under Section 3.3 of the Settlement Agreement.

13 **3. Claim for a Settlement Payment.** Class Members who want to
14 receive a Settlement Payment under the Settlement Agreement must accurately
15 complete and deliver a Claim Form to the Claims Administrator no later than one
16 hundred fifty (150) calendar days after entry of this Order.

17 **4. Objection to Settlement.** Class Members who have not submitted a
18 timely written exclusion request pursuant to paragraph 6 below and who want to
19 object to the Settlement Agreement must deliver a written objection to the Claims
20 Administrator no later than one hundred fifty (150) calendar days after entry of this
21 Order. The delivery date is deemed to be the date the objection is deposited in the
22 U.S. Mail as evidenced by the postmark. The objection must include: (a) the name
23 and case number of the Action “*In re Sony VAIO Computer Notebook Trackpad*
24 *Litigation*, Case No. 09-CV-2109”; (b) the full name, address, and telephone
25 number of the person objecting (email address is optional); (c) the words “Notice of
26 Objection” or “Formal Objection”; (d) in clear and concise terms, the objection and
27 legal and factual arguments supporting the objection; and (e) facts showing that the
28 person objecting is a Class Member. The written objection must be signed and

1 dated, and must include the following language immediately above the signature
2 and date: “I declare under penalty of perjury under the laws of the United States of
3 America that the foregoing statements regarding class membership are true and
4 correct to the best of my knowledge.” Any Class Member who submits a written
5 objection, as described in this paragraph, may appear at the Fairness Hearing, either
6 in person or through personal counsel hired at the Class Member’s expense, to
7 object to the Settlement Agreement. Class Members or their attorneys intending to
8 make an appearance at the Fairness Hearing, however, must include on the timely
9 and valid written objection a statement substantially similar to “Notice of Intention
10 to Appear.” If the objecting Class Member intends to appear at the Fairness
11 Hearing through counsel, he or she must also identify the attorney(s) representing
12 the objector who will appear at the Fairness Hearing and include the attorney(s)
13 name, address, phone number, e-mail address, and the state bar(s) to which counsel
14 is admitted. If the objecting Class Member intends to request the Court to allow the
15 Class Member to call witnesses at the Fairness Hearing, such request must be made
16 in the Class Member’s written objection, which must also contain a list of any such
17 witnesses and a summary of each witness’s expected testimony. Only Class
18 Members who submit timely written objections including Notices of Intention to
19 Appear may speak at the Fairness Hearing. If a Class Member makes an objection
20 through an attorney, the Class Member will be responsible for his or her personal
21 attorney’s fees and costs. The objection will not be valid if it only objects to the
22 lawsuit’s appropriateness or merits.

23 **5. Failure to Object to Settlement.** Class Members who fail to object to
24 the Settlement Agreement in the manner specified above will: (1) be deemed to
25 have waived their right to object to the Settlement Agreement; (2) be foreclosed
26 from objecting (whether by a subsequent objection, intervention, appeal, or any
27 other process) to the Settlement Agreement; and (3) not be entitled to speak at the
28 Fairness Hearing.

1 **6. Requesting Exclusion.** Class Members who want to be excluded
2 from the settlement must send a letter or postcard to the Claims Administrator
3 stating: (a) the name and case number of the Action “*In re Sony VAIO Computer*
4 *Notebook Trackpad Litigation, Case 09-cv-2109*”; (b) the full name, address and
5 telephone number of the person requesting exclusion (email address is optional);
6 and (c) a statement that the person does not wish to participate in the Settlement,
7 postmarked no later than one hundred fifty (150) calendar days after entry of this
8 Order.

9 **7. Provisional Certification for Settlement Purposes.** The Court
10 already certified the Class on September 25, 2013 (Doc. No. 198). For purposes of
11 settlement, the Class is provisionally certified as: (1) California residents who
12 purchased a Sony VAIO Laptop, series SZ, FZ, NW, EB, or F, in California
13 between March 16, 2006 and the date the Court enters the Preliminary Approval
14 Order; and (2) New Jersey residents who purchased a Sony VAIO Laptop, series
15 SZ, FZ, NW, EB, or F, in New Jersey between March 16, 2006 and the date the
16 Court enters the Preliminary Approval Order. Excluded from the Class are Sony’s
17 Counsel, Sony’s officers and directors, and the judges presiding over the Action.

18 **8. Conditional Appointment of Class Representative and Class**
19 **Counsel.** As previously set forth in the Court’s order entered on
20 September 25, 2013 (Doc. No. 198) and for settlement purposes, plaintiffs Christina
21 Egner and Rickey Glasco are conditionally certified as the Class Representatives to
22 implement the Parties’ settlement in accordance with the Settlement Agreement.
23 As previously set forth in the Court’s order entered on September 25, 2013
24 (Doc. No. 198) (as to the Zeldes Haeggquist & Eck, LLP, and Doyle Lowther LLP
25 firms) and for settlement purposes, the law firms of Gomez Trial Attorneys, Zeldes
26 Haeggquist & Eck, LLP, and Doyle Lowther LLP are conditionally appointed as
27 Class Counsel for settlement purposes. Plaintiff and Class Counsel must fairly and
28 adequately protect the Class’s interests.

1 **9. Termination.** If the Settlement Agreement terminates for any reason,
2 the following will occur: (a) Class certification for settlement purposes will be
3 automatically vacated (but the Court’s prior class certification order entered on
4 September 25, 2013 (Doc. No. 198) shall not be affected); (b) Plaintiffs will revert
5 to their prior status as non-settlement Class representatives; (c) Plaintiffs’ counsel
6 will stop functioning as settlement Class Counsel, but will revert to their prior
7 status as non-settlement Class counsel; and (d) this Action will revert to its previous
8 status in all respects as it existed immediately before the Parties executed the
9 Settlement Agreement. This Order will not waive or otherwise impact the Parties’
10 rights or arguments regarding class certification or any trial of any claims.

11 **10. No Admissions.** Nothing in this Order is, or may be construed as, an
12 admission or concession on any point of fact or law by or against any Party.

13 **11. Stay of Dates and Deadlines.** All pretrial and trial proceedings and
14 deadlines are stayed and suspended until further notice from the Court, except for
15 such actions as are necessary to implement the Settlement Agreement and this
16 Order.

17 **12. CAFA Notice.** The Court finds that Sony has complied with
18 28 U.S.C. § 1715(b).

19 **13. Fairness Hearing.** On _____ (month) ____ (day), 2017, at
20 _____, this Court will hold a Fairness Hearing to determine whether the
21 Settlement Agreement should be finally approved as fair, reasonable, and adequate.
22 Based on the date of this Order and the date of the Fairness Hearing, the following
23 are the certain associated dates in this Settlement:

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Event	Timing	Date
Last day for Sony, via the Claims Administrator, to send Email Notice and U.S. Mail Notice, start operating Settlement Website & providing Publication Notice	60 calendar days after entry of this Order	
Last day for Plaintiffs to file fee petition	136 calendar days after entry of this Order	
Last day for Class Members to file a claim, request exclusion or object to the Settlement	150 calendar days after entry of this Order	
Last day for parties to file briefs in support of the Final Order and Judgment	7 calendar days before Fairness Hearing	

This Court may order the Fairness Hearing to be postponed, adjourned, or continued. If that occurs, the updated hearing date shall be posted on the Settlement Website, but other than the website posting, Sony will not be required to provide any additional notice to Class Members.

DATED: _____

 Hon. Cynthia A. Bashant
 U.S. DISTRICT COURT JUDGE

EXHIBIT B
FULL NOTICE

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

**IN RE SONY VAIO COMPUTER NOTEBOOK
TRACKPAD LITIGATION**

No. 09-cv-2109 BAS MDD

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

TO: (1) California residents who purchased a Sony VAIO Laptop, series SZ, FZ, NW, EB, or F, in California between March 16, 2006 and [the date the Court enters the Preliminary Approval Order]; and (2) New Jersey residents who purchased a Sony VAIO Laptop, series SZ, FZ, NW, EB, or F, in New Jersey between March 16, 2006 and [the date the Court enters the Preliminary Approval Order].

IF YOU ARE A MEMBER OF THIS CLASS OF PERSONS, YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.

A settlement (“Settlement”) has been proposed in the class action lawsuit referenced above pending in the United States District Court for the Southern District of California, Case No. 09-cv-2109 BAS MDD (“Action”). If the Court gives final approval to the Settlement, Sony Electronics Inc. (“Sony”) will provide for each Class Member who properly and timely completes and submits a Claim Form a one-time cash payment in an amount ranging from \$5 up to \$200 depending on eligibility and documentation requirements set forth below and on the Claim Form (“Settlement Payment”).

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
SUBMIT A CLAIM FORM	<p>This is the only way to get a Settlement Payment.</p> <p>Visit the Settlement website located at _____ to obtain and to electronically submit a Claim Form and supporting documentation. You can also print the Claim Form from the website and then submit it by mail along with any supporting documentation.</p>	<p>Deadline:</p> <p>_____</p>
EXCLUDE YOURSELF	<p>If you exclude yourself from the Settlement, you will not receive a Settlement Payment under the Settlement. Excluding yourself is the only option that allows you to ever bring or maintain your own lawsuit against Sony regarding the allegations in the Action ever again.</p>	<p>Deadline:</p> <p>_____</p>

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
OBJECT	You may write to the Court about why you object to (<i>i.e.</i> , don't like) the Settlement and think it shouldn't be approved. Filing an objection does not exclude you from the Settlement.	Deadline: _____
GO TO THE "FAIRNESS HEARING"	<p>The Court will hold a "Fairness Hearing" to consider the Settlement and the request for attorneys' fees and costs of the lawyers who brought the Action.</p> <p>You may, but are not required to, speak at the Fairness Hearing about any objection you filed to the Settlement. If you intend to speak at the Fairness Hearing, you must also include as part of your objection a "Notice of Intention to Appear" to the Court and the parties' attorneys indicating your intent to do so.</p>	Hearing Date: _____
DO NOTHING	You will not receive a Settlement Payment under the Settlement. You will also give up your right to object to the Settlement and you will be not be able to be part of any other lawsuit about the legal claims in this case.	N/A

- These rights and options—and the deadlines to exercise them—are explained in more detail below.
- The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. ***Please be patient.***

WHAT THIS NOTICE CONTAINS

BACKGROUND INFORMATION..... ##

1. Why did I get this notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?
5. How do I know if I am part of the Settlement?
6. I'm still not sure if I am included.

THE PROPOSED SETTLEMENT ##

7. What relief does the Settlement provide to the Class Members?

HOW TO REQUEST A SETTLEMENT PAYMENT – SUBMITTING A CLAIM FORM..... ##

8. How can I get a Settlement Payment?

9. When will I get a Settlement Payment and what is the deadline to cash the check for the Settlement Payment?

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFFS..... ##

10. Do I have a lawyer in this case?

11. How will the lawyers be paid?

12. Will the Representative Plaintiffs receive any compensation for her efforts in bringing this Action?

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS..... ##

13. What am I giving up to obtain relief under the Settlement?

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT ##

14. How do I exclude myself from the Settlement?

HOW TO OBJECT TO THE SETTLEMENT ##

15. How do I tell the Court that I do not like the Settlement?

16. What is the difference between excluding myself and objecting to the Settlement?

FAIRNESS HEARING..... ##

17. What is the Fairness Hearing?

18. When and where is the Fairness Hearing?

19. May I speak at the hearing?

ADDITIONAL INFORMATION ##

20. How do I get more information?

21. What if my address or other information has changed or changes after I submit a Claim Form?

BACKGROUND INFORMATION

1. Why did I get this notice?

You received this Notice because a Settlement has been reached in this Action. According to Sony’s available records you might be a member of the Settlement Class and may be eligible for

the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines certain capitalized terms used in this Notice), see Section 20 below.

2. *What is this lawsuit about?*

Plaintiffs Christina Egner and Rickey Glasco (the “Representative Plaintiffs”) filed a lawsuit against Sony on behalf of themselves and all others similarly situated. The lawsuit alleges that Sony sold certain series of VAIO Laptops with a defectively designed touchpad (also known as trackpad) component.

Sony denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Sony further denies that any Class Member is entitled to any relief and, other than for settlement purposes, and that this Action is appropriate for certification as a class action. Sony denies any wrongdoing and any liability whatsoever.

The issuance of this Notice is not an expression of the Court’s opinion on the merits or the lack of merits of the Representative Plaintiffs’ claims in the Action.

For information about how to learn about what has happened in the Action to date, please see Section 20 below.

3. *Why is this a class action?*

In a class action lawsuit, one or more people called “Representative Plaintiff(s)” (in this Action, Christina Egner and Rickey Glasco) sue on behalf of other people who have similar claims. The court previously determined that this Action was appropriate for class treatment for trial. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The company sued in this case, Sony, is called the Defendant.

4. *Why is there a Settlement?*

The Representative Plaintiffs have made claims against Sony. Sony denies that it has done anything wrong or illegal and admits no liability. The Court has **not** decided that the Representative Plaintiffs or Sony should win this Action. Instead, both sides agreed to a Settlement in order to limit further expense, inconvenience, and uncertainty. That way, they avoid the cost of a trial, and the Class Members will receive relief now rather than years from now, if at all.

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

The Court has decided that everyone who fits this description is a Class Member for purposes of the proposed Settlement: (1) California residents who purchased a Sony VAIO

Laptop, series SZ, FZ, NW, EB, or F, in California between March 16, 2006 and the date the Court enters the Preliminary Approval Order; and (2) New Jersey residents who purchased a Sony VAIO Laptop, series SZ, FZ, NW, EB, or F, in New Jersey between March 16, 2006 and the date the Court enters the Preliminary Approval Order. Excluded from the Class are Sony's Counsel, Sony's officers and directors, and the judges presiding over the Action.

6. *I'm still not sure if I am included.*

If you are still not sure whether you are included, you can contact the Claims Administrator for free help about whether you are a Class Member. The email address of the Claims Administrator is _____, the U.S. postal (mailing) address is _____, and the toll-free telephone number is _____.

THE PROPOSED SETTLEMENT

7. *What relief does the Settlement provide to the Class Members?*

Sony has agreed to provide the Class a Settlement Payment of a one-time cash payment of either (a) 65% of documented out-of-pocket expenses incurred to repair touchpad up to a cap of \$200; (b) 65% of documented out-of-pocket expenses incurred to purchase a peripheral workaround because of purported touchpad issues up to a cap of \$60; (c) \$25 for any Class Member who claims to have experienced touchpad issues, but does not have proof of repair or purchase of a peripheral workaround; or (d) \$5 for a Class Member who does not meet criteria for the preceding (a) through (c). To receive a Settlement Payment, you must timely complete and submit a valid Claim Form, which explains the eligibility and any documentation requirements for the different payment categories.

HOW TO REQUEST A SETTLEMENT PAYMENT – SUBMITTING A CLAIM FORM

8. *How can I get a Settlement Payment?*

To qualify for a Settlement Payment, you must send in a Claim Form by the deadline. A Claim Form is available by clicking [HERE](#) or on the Internet at the website _____. The Claim Form may be submitted electronically or by postal mail. Read the instructions carefully, fill out the form, and postmark it by _____ or submit it online on or before 11:59 p.m. (Pacific) on _____.

9. *When will I get a Settlement Payment hat is the deadline to cash the check for the Settlement Payment?*

As described in Sections 17 and 18 below, the Court will hold a hearing on _____ at _____, to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. You can

check on the progress of the case on the website dedicated to the Settlement at _____ . *Please be patient.*

You will have one hundred eighty (180) days from the date of issuance to negotiate (*i.e.* cash) the check you receive for the Settlement Payment.

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFFS

10. *Do I have a lawyer in this case?*

The Court has ordered that the law firms of Gomez Trial Attorneys, Zeldes Haeggquist & Eck, LLP, and Doyle Lowther LLP (“Class Counsel”) will represent the interests of all Class Members. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. *How will the lawyers be paid?*

Sony has agreed to pay Class Counsel’s attorneys’ fees and costs up to \$3.2 million, subject to approval by the Court. You will not be required to pay any attorneys’ fees or costs for Class Counsel’s attorneys’ fees and costs.

12. *Will the Representative Plaintiffs receive any compensation for their efforts in bringing this Action?*

The Representative Plaintiffs will request a service award (also known as an “incentive award”) of up to \$10,000.00 for plaintiff Christina Egner and up to \$7,500.00 for plaintiff Rickey Glasco for up to a total of \$17,500.00 for their services as class representatives and their efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the Representative Plaintiffs. Sony agrees to pay to the Representative Plaintiffs the incentive awards approved by the Court up to \$2,500.00 each for a total of \$5,000.00 with any amount above that awarded by the Court being paid by Plaintiffs’ Counsel through a distribution to the Named Plaintiffs from the attorneys’ fees and costs amount.

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS

13. *What am I giving up to obtain relief under the Settlement?*

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against Sony. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against Sony regarding the allegations in the Action. The Settlement Agreement, available on the Internet at the website _____ contains the full terms of the release.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

14. *How do I exclude myself from the Settlement?*

You may exclude yourself from the Class and the Settlement. If you want to be excluded, you must send a letter or postcard stating: **(a)** the name and case number of the Action “*In Re Sony VAIO Computer Notebook Trackpad Litigation*, Case No. 09-cv-2109 BAS MDD”; **(b)** your full name, address, and telephone number (email address optional); and **(c)** a statement that you do not wish to participate in the Settlement, postmarked no later than _____ to the Claims Administrator at:

In Re Sony VAIO Computer Notebook Trackpad Litigation Settlement
c/o _____

If you timely request exclusion from the Class, you will be excluded from the Class, you will not be bound by the judgment entered in the Action, and you will not be precluded from prosecuting any timely, individual claim against Sony based on the conduct complained of in the Action.

HOW TO OBJECT TO THE SETTLEMENT

15. *How do I tell the Court that I do not like the Settlement?*

At the date, time, and location stated in Section 18 below, the Court will hold a Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider Class Counsel’s request for an award of attorneys’ fees and costs.

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you must submit a written objection to the Claims Administrator at the address set forth below no later than (*i.e.*, postmarked by) _____.

In Re Sony VAIO Computer Notebook Trackpad Litigation Settlement
c/o _____

The written objections must state: **(a)** the name and case number of the Action “*In Re Sony VAIO Computer Notebook Trackpad Litigation*, Case No. 09-cv-2109 BAS MDD”; **(b)** the full name, address, and telephone number of the person objecting (email address optional); **(c)** the words “Notice of Objection” or “Formal Objection”; **(d)** in clear and concise terms, the objection and legal and factual arguments supporting the objection; and **(e)** facts showing that the person objecting is a Class Member. The written objection must be signed and dated, and must include the following language immediately above the signature and date:

“I declare under penalty of perjury under the laws of the United States of America that the foregoing statements regarding class membership are true and correct to the best of my knowledge.”

You may, but need not, submit your objection through counsel of your choice. If you do make your objection through an attorney, you will be responsible for your personal attorney’s fees and costs.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FAIRNESS HEARING.

If you submit a written objection, you may appear at the Fairness Hearing, either in person or through personal counsel hired at your expense, to object to the Settlement Agreement. You are not required, however, to appear. If you, or your attorney, intend to make an appearance at the Fairness Hearing, you must include on your timely and valid written objection a statement substantially similar to “Notice of Intention to Appear”.

If you intend to appear at the Fairness Hearing through counsel, you must also identify the attorney(s) representing you who will appear at the Fairness Hearing and include the attorney(s) name, address, phone number, e-mail address, and the state bar(s) to which counsel is admitted. Also, if you intend to request the Court to allow you to call witnesses at the Fairness Hearing, such request must be made in your written objection, which must also contain a list of any such witnesses and a summary of each witness’s expected testimony.

16. What is the difference between excluding myself and objecting to the Settlement?

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don’t want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

FAIRNESS HEARING

17. What is the Fairness Hearing?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class, as well as to consider the award of attorneys’ fees and expenses to Class Counsel.

18. *When and where is the Fairness Hearing?*

On _____, 2017 at _____, a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The hearing will take place before the Honorable Cynthia A. Bashant in Courtroom 4B (4th Floor - Schwartz) of the U.S. District Court for the District of Southern District of California, located at 221 West Broadway, San Diego, CA 92101. The hearing may be postponed to a different date or time or location without notice. Please check _____ for any updates about the Settlement generally or the Fairness Hearing specifically. If the date or time of the Fairness Hearing changes, an update to the Settlement website will be the only way you will be informed of the change.

19. *May I speak at the hearing?*

At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

You may attend, but you do not have to. As described above in Section 15, you may speak at the Fairness Hearing only if (a) you have timely served and filed an objection, and (b) you have timely and validly provided a Notice of Intent to Appear.

If you have requested exclusion from the Settlement, however, you may not speak at the Fairness Hearing.

ADDITIONAL INFORMATION

20. *How do I get more information?*

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, and the operative complaint filed in the Action, please visit the Settlement website located at: _____. Alternatively, you may contact the Claims Administrator at the email address: _____, the U.S. postal address (mailing): _____, or the toll-free telephone number: _____.

This description of this Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file you should visit www.pacer.gov or the Clerk's office at 333 W Broadway #420, San Diego, CA 92101 (619-557-5600). The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

21. What if my address or other information has changed or changes after I submit a Claim Form?

It is your responsibility to inform the Claims Administrator of your updated information. You may do so at the address below:

In Re Sony VAIO Computer Notebook Trackpad Litigation Settlement

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.

Dated: _____, 2016

By: Order of the Southern District of
California
HONORABLE CYNTHIA A. BASHANT
UNITED STATES DISTRICT COURT JUDGE

EXHIBIT C
U.S. MAIL NOTICE AND PRINT PUBLICATION NOTICE

If you are a California or New Jersey resident and purchased a Sony VAIO Laptop series SZ, FZ, NW, EB, or F between March 16, 2006 and [the date of entry of the Preliminary Approval Order] in California or New Jersey, you may be eligible to receive a cash payment from Sony.

Why did I get this notice? A settlement (“Settlement”) has been proposed in a class action lawsuit pending in the U.S. District Court for the Southern District of California (“Court”) titled *In Re Sony VAIO Computer Notebook Trackpad Litigation*, Case 09-cv-2109 (“Action”). According to available records, you might be a “Class Member.” The purpose of this notice is to inform you of the Action and the Settlement so that you may decide what steps to take in relation to it.

What is the Action about? The Action was filed against Sony Electronics Inc. (“Sony”) by plaintiffs Christina Egner and Rickey Glasco alleging Sony sold certain series of VAIO Laptops with a defectively designed touchpad (also known as trackpad) component. Sony denies wrongdoing and liability and both sides disagree on how much, if anything, the Class could have recovered after trial. **No court has decided which side is right. But both sides agreed to provide benefits to California and New Jersey purchasers of certain VAIO laptops and to resolve the case in order to limit further expense, inconvenience, and uncertainty.**

Am I a Class Member? You are a “Class Member” if you are: (1) a California resident who purchased a Sony VAIO Laptop, series SZ, FZ, NW, EB, or F, in California between March 16, 2006 and [the date of entry of the Preliminary Approval Order]; or (2) a New Jersey resident who purchased a Sony VAIO Laptop, series SZ, FZ, NW, EB, or F, in New Jersey between March 16, 2006 and [the date of entry of the Preliminary Approval Order].

What relief does the Settlement provide? If you are a Class Member, you are eligible to receive a Settlement Payment of a one-time cash payment of either (a) 65% of documented out-of-pocket expenses incurred to repair touchpad up to a cap of \$200; (b) 65% of documented out-of-pocket expenses incurred to purchase a peripheral workaround because of purported touchpad issues up to a cap of \$60; (c) \$25 for any Class Member who claims to have experienced touchpad issues, but does not have proof of repair or purchase of a peripheral workaround; or (d) \$5 for a Class Member who does not meet criteria for the preceding (a) through (c). To receive a Settlement Payment, you must timely complete and submit a valid Claim Form, which explains the eligibility and any documentation requirements for the different payment categories. A Claim Form is available on the Internet at the Settlement Website _____. The deadline to submit a Claim Form is _____.

What are my other options? If you don’t want to be legally bound by the Settlement, you must exclude yourself by _____, or you won’t be able to sue Sony about the legal claims in the Action ever again. If you exclude yourself, you cannot receive a Settlement Payment from this Settlement. If you stay in the Settlement, you may object to it by _____. The detailed notice available at _____ explains how to request exclusion or object. The Court will hold a hearing on _____ at _____ to consider whether to approve the Settlement, the request by the lawyers representing all Class Members (Gomez Trial Attorneys, Zeldes Haeggquist & Eck, LLP, and Doyle Lowther LLP) for \$3.2 million in attorneys’ fees and costs, and the request by

the class representatives (Christina Egner and Rickey Glasco) for \$10,000.00 for plaintiff Christina Egner and \$7,500.00 for plaintiff Rickey Glasco for a total of \$17,500.00 for their services. You may ask to appear at the hearing, but you don't have to.

More information? For complete information about the Settlement, to view the Settlement Agreement, related Court documents and Claim Form, and to learn more about how to exercise your various options under the Settlement, visit _____. You may also write to the Claims Administrator at the email address _____ or the postal address _____ or contact the Claims Administrator by toll-free telephone call at _____.

EXHIBIT D
EMAIL NOTICE

To: _____

From: _____

Re: LEGAL NOTICE OF SETTLEMENT OF CLASS ACTION

If you are a California or New Jersey resident and purchased a Sony VAIO Laptop series SZ, FZ, NW, EB, or F between March 16, 2006 and [the date of entry of the Preliminary Approval Order] in California or New Jersey, you may be eligible to receive a cash payment from Sony.

Why did I get this notice? A settlement (“Settlement”) has been proposed in a class action lawsuit pending in the U.S. District Court for the Southern District of California (“Court”) titled *In Re Sony VAIO Computer Notebook Trackpad Litigation*, Case 09-cv-2109 (“Action”). According to available records, you might be a “Class Member.” The purpose of this notice is to inform you of the Action and the Settlement so that you may decide what steps to take in relation to it.

What is the Action about? The Action was filed against Sony Electronics Inc. (“Sony”) by plaintiffs Christina Egner and Rickey Glasco alleging Sony sold certain series of VAIO Laptops with a defectively designed touchpad (also known as trackpad) component. Sony denies wrongdoing and liability and both sides disagree on how much, if anything, the Class could have recovered after trial. **No court has decided which side is right. But both sides agreed to provide benefits to California and New Jersey purchasers of certain VAIO laptops and to resolve the case in order to limit further expense, inconvenience, and uncertainty.**

Am I a Class Member? You are a “Class Member” if you are: (1) a California resident who purchased a Sony VAIO Laptop, series SZ, FZ, NW, EB, or F, in California between March 16, 2006 and [the date of entry of the Preliminary Approval Order]; or (2) a New Jersey resident who purchased a Sony VAIO Laptop, series SZ, FZ, NW, EB, or F, in New Jersey between March 16, 2006 and [the date of entry of the Preliminary Approval Order].

What relief does the Settlement provide? If you are a Class Member, you are eligible to receive a Settlement Payment of a one-time cash payment of either (a) 65% of documented out-of-pocket expenses incurred to repair touchpad up to a cap of \$200; (b) 65% of documented out-of-pocket expenses incurred to purchase a peripheral workaround because of purported touchpad issues up to a cap of \$60; (c) \$25 for any Class Member who claims to have experienced touchpad issues, but does not have proof of repair or purchase of a peripheral workaround; or (d) \$5 for a Class Member who does not meet criteria for the preceding (a) through (c). To receive a Settlement Payment, you must timely complete and submit a valid Claim Form, which explains the eligibility and any documentation requirements for the different payment categories. A Claim Form is available on the Internet at the Settlement Website _____. The deadline to submit a Claim Form is _____.

What are my other options? If you don’t want to be legally bound by the Settlement, you must exclude yourself by _____, or you won’t be able to sue Sony about the legal claims in the Action ever again. If you exclude yourself, you cannot receive a Settlement Payment from this Settlement. If you stay in the Settlement, you may object to it by _____. The detailed notice available at _____ explains how to

request exclusion or object. The Court will hold a hearing on _____ at _____ to consider whether to approve the Settlement, the request by the lawyers representing all Class Members (Gomez Trial Attorneys, Zeldes Haeggquist & Eck, LLP, and Doyle Lowther LLP) for \$3.2 million in attorneys' fees and costs, and the request by the class representatives (Christina Egner and Rickey Glasco) for \$10,000.00 for plaintiff Christina Egner and \$7,500.00 for plaintiff Rickey Glasco for a total of \$17,500.00 for their services. You may ask to appear at the hearing, but you don't have to.

More information? For complete information about the Settlement, to view the Settlement Agreement, related Court documents and Claim Form, and to learn more about how to exercise your various options under the Settlement, visit _____. You may also write to the Claims Administrator at the email address _____ or the postal address _____ or contact the Claims Administrator by toll-free telephone call at _____.

EXHIBIT E
ONLINE PUBLICATION NOTICE

Purchased a Sony VAIO Laptop series SZ, FZ, NW, EB, or F between March 16, 2006 and [the date of entry of the Preliminary Approval Order] in California or New Jersey? A settlement regarding the laptop touchpads may affect your rights. Click [HERE](#) for more info.

EXHIBIT F
CLAIM FORM

In Re Sony VAIO Computer Notebook Trackpad Litigation, Case No. 09-cv-2109
CLAIM FORM

YOU MUST SUBMIT YOUR CLAIM FORM NO LATER THAN _____.

PERSONAL INFORMATION. Please legibly print or type the following information:

Name (first, middle, and last): _____

Residential Street Address: _____

City, State, and ZIP code: _____

Telephone Number: (_____) _____ Email Address (optional): _____

The above information will be used to send you your Settlement Payment and to communicate with you if any additional information is needed for or problems arise with your claim.

CONFIRMATION OF CLASS MEMBERSHIP

I declare the following (choose one):

I purchased a Sony VAIO Laptop, series SZ, FZ, NW, EB, or F, in California between March 16, 2006 and [the date of entry of the Preliminary Approval Order], and I was a California resident at the time I made my purchase.

I purchased a Sony VAIO Laptop, series SZ, FZ, NW, EB, or F, in New Jersey between March 16, 2006 and [the date of entry of the Preliminary Approval Order], and I was a New Jersey resident at the time I made my purchase.

SETTLEMENT PAYMENT CATEGORIES AND ELIGIBILITY AND DOCUMENTATION REQUIREMENTS (CHOOSE ONE)

65% of documented out-of-pocket expenses incurred to repair the touchpad on my eligible VAIO Laptop, series SZ, FZ, NW, EB, or F, up to a cap of Two-Hundred Dollars (\$200): I am attaching documentation of the out-of-pocket expenses I incurred to repair the touchpad on my VAIO laptop. *Note if you do not have documentation of the out-of-pocket expenses incurred, please see the other categories below for Settlement Payment eligibility.*

65% of documented out-of-pocket expenses incurred to purchase a peripheral workaround because of claimed touchpad issues on my eligible VAIO Laptop, series SZ, FZ, NW, EB, or F, up to a cap of Sixty Dollars (\$60). I certify under penalty of perjury of the laws of the United States of America that I purchased a peripheral device because of touchpad issues I experienced and not originally with my purchase of the VAIO laptop. I am attaching documentation of the out-of-pocket expenses I incurred to purchase the peripheral device. *Note if you do not have documentation of the out-of-pocket expenses incurred, please see the other categories below for Settlement Payment eligibility.*

Twenty-Five Dollars (\$25): I certify under penalty of perjury of the laws of the United States of America that I experienced a performance problem with the touchpad on my eligible VAIO Laptop, series SZ, FZ, NW, EB, or F. [I received a proof of purchase code with my Email or U.S. Mail Notice and it is: _____.] or [I am attaching proof of my purchase in the form of a (i) receipt, (ii) picture(s) of notebook computer showing class series/model and serial number, or (iii) other circumstantial documentation showing purchase]. *The Claims Administrator will determine the sufficiency of (iii) other*

Settlement Agreement and Release

circumstantial documentation for proof of purchase and may request additional documentation from you. Please retain in your possession all supporting records.

Five Dollars (\$5): [I received a proof of purchase code with my Email or U.S. Mail Notice and it is: _____] or [I am attaching proof of my purchase in the form of a (i) receipt, (ii) picture(s) of notebook computer showing class series/model and serial number, or (iii) other circumstantial documentation showing purchase]. *The Claims Administrator will determine the sufficiency of other (iii) circumstantial documentation for proof of purchase and may request additional documentation from you. Please retain in your possession all supporting records.*

ACKNOWLEDGEMENT

I have received notice of the class action Settlement in this case and I am a member of the class of persons described in the notice. I agree to release all the claims, known and unknown, stated in Section 4.4 of the Settlement Agreement. I submit to the jurisdiction of the United States District Court for the Southern District of California with regard to my claim and for purposes of enforcing the release of claims stated in the Settlement Agreement. I am aware that I can obtain a copy of the long-form notice and Settlement Agreement at _____ or by writing the Claims Administrator at the email address _____ or the postal address _____. I agree to furnish additional information to support this claim if required to do so.

The Claims Administrator may verify your claim, and Sony may audit claims. Please retain in your possession any supporting records.

IF SUBMITTED ELECTRONICALLY:

I agree that by submitting this Claim Form I certify under penalty of perjury of the laws of the United States of America that the foregoing is true and correct to the best of my knowledge and that checking this box constitutes my electronic signature on the date of its submission.

IF SUBMITTED BY U.S. MAIL:

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge.

Dated: _____

Signature: _____

EXHIBIT G
[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS SETTLEMENT

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

In Re SONY VAIO COMPUTER
NOTEBOOK TRACKPAD
LITIGATION

Case No. 09-cv-2109 BAS MDD

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
SETTLEMENT**

Judge: Hon. Cynthia A. Bashant

On _____ (month) ____ (day), this Court heard plaintiffs Christina Egner and Rickey Glasco’s (“Plaintiffs”) motion for final approval of the class action settlement. This Court reviewed: (a) the motion and the supporting papers, including, the Settlement Agreement and Release (“Settlement Agreement”);¹ (b) any objections filed with or presented to the Court; (c) the parties’ responses to any objections; and (d) counsels’ arguments. Based of this review and the findings below, the Court found good cause to grant the motion.

¹ Capitalized terms in this Order, unless otherwise defined, have the same definitions as those terms in the Settlement Agreement.

1 **FINDINGS:**

2 1. Upon review of the record, the Court hereby finds that the Settlement
3 Agreement is, in all respects, fair, adequate, and reasonable, and therefore approves
4 it. The Court has come to this determination pursuant to the factors outlined in
5 cases such as *Officers for Justice v. Civil Service Commission*, 688 F.2d 615, 625
6 (9th Cir. 1982). Among other matters considered, the Court took into account: (a)
7 the complexity of Plaintiffs’ theory of liability; (b) the arguments raised by Sony in
8 its pleadings that could potentially preclude or reduce the recovery by Class
9 Members; (c) delays in any award to the Class that would occur due to further
10 litigation and appellate proceedings; (d) the amount of discovery that has occurred;
11 (e) the relief provided to the Class; (f) the recommendation of the Settlement
12 Agreement by counsel for the Parties; and (g) the low number of objectors to the
13 Settlement Agreement, demonstrating that the Class has a positive reaction to the
14 proposed settlement.

15 2. The Court also finds that extensive arm’s-length negotiations have
16 taken place, in good faith, between Class Counsel and Sony’s Counsel resulting in
17 the Settlement Agreement. These negotiations were presided over by the
18 experienced mediator Hon. Edward A. Infante (ret.).

19 3. The Settlement Agreement provides substantial and adequate value to
20 the class in the form of Settlement Payments.

21 4. Defendant Sony Electronics Inc. (“Sony”) provided notice to Class
22 Members in compliance with Section 3.3 of the Settlement Agreement, due process,
23 and Rule 23 of the Federal Rules of Civil Procedure. The notice: (i) fully and
24 accurately informed Class Members about the lawsuit and settlement; (ii) provided
25 sufficient information so that Class Members were able to decide whether to accept
26 the benefits offered, opt-out and pursue their own remedies, or object to the
27 proposed settlement; (iii) provided procedures for Class Members to file written
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1 objections to the proposed settlement, to appear at the hearing, and to state
2 objections to the proposed settlement; and (iv) provided the time, date, and place of
3 the final fairness hearing.

4 5. The Parties adequately performed their obligations under the
5 Settlement Agreement.

6 6. For the reasons stated in the Preliminary Approval of Class Settlement
7 and Provisional Class Certification Order, and having found nothing in any
8 submitted objections that would disturb these previous findings, this Court finds
9 and determines that the proposed settlement Class, as defined below, meet all of the
10 legal requirements for class certification for settlement purposes under Federal Rule
11 of Civil Procedure 23 (a) and (b)(3).

12 7. An incentive award to Plaintiffs of \$ _____ is fair and
13 reasonable in light of: (a) Plaintiffs' risks (including financial, professional, and
14 emotional) in commencing this action as the Class Representatives; (b) the time and
15 effort spent by Plaintiffs in litigating this action as the Class Representatives; and
16 (c) Plaintiffs' public interest service.

17 8. An award of \$ _____ in attorneys' fees and costs to
18 Class Counsel is fair and reasonable in light of the nature of this case, Class
19 Counsel's experience, its efforts in prosecuting this Action, and the benefits
20 obtained for the Class.

21 **IT IS ORDERED THAT:**

22 1. **Class Members.** The Class Members are defined as:

23 (1) California residents who purchased a Sony VAIO Laptop, series
24 SZ, FZ, NW, EB, or F, in California between March 16, 2006 and the
25 date the Court enters the Preliminary Approval Order; and (2) New
26 Jersey residents who purchased a Sony VAIO Laptop, series SZ, FZ,
27 NW, EB, or F, in New Jersey between March 16, 2006 and the date the
28 Court enters the Preliminary Approval Order. Excluded from the
Class are Sony's Counsel, Sony's officers and directors, and the judges
presiding over the Action.

1 **2. Binding Effect of Order.** This order applies to all claims or causes of
2 action settled under the Settlement Agreement, and binds all Class Members,
3 including those who did not properly request exclusion under paragraph 6 of the
4 Preliminary Approval of Class Settlement and Provisional Class Certification
5 Order. This order does not bind persons who filed timely and valid Requests for
6 Exclusion. Attached as Exhibit A is a list of persons who properly requested to be
7 excluded from the settlement.

8 **3. Release.** Plaintiffs and all Class Members who did not properly
9 request exclusion are: (1) deemed to have released and discharged Sony from all
10 claims arising out of or asserted in this Action and claims released under the
11 Settlement Agreement; and (2) barred and permanently enjoined from asserting,
12 instituting, or prosecuting, either directly or indirectly, these claims. The full terms
13 of the release described in this paragraph are set forth in Sections 4.4 and 4.5 of the
14 Settlement Agreement and are specifically incorporated herein by this reference.

15 **4. Class Relief.** Sony, through the Claims Administrator, will issue a
16 Settlement Payment to each Class Member who submitted a valid and timely Claim
17 Form (*i.e.*, each Authorized Claimant) pursuant to the timeline stated in Section
18 3.11 of the Settlement Agreement.

19 **5. Attorneys' Fees and Costs.** Class Counsel is awarded
20 \$ _____ in fees and costs. Payment shall be made pursuant to the
21 timeline stated in Section 2.3 of the Settlement Agreement.

22 **6.** Plaintiffs are awarded \$ _____ as incentive awards.
23 Payment shall be made pursuant to the timeline stated in Section 2.2 of the
24 Settlement Agreement.

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7. **Court's Jurisdiction.** Pursuant to the Parties' request, the Court will retain jurisdiction over this action and the parties until final performance of the Settlement Agreement.

DATED: _____

Hon. Cynthia A. Bashant

U.S. DISTRICT COURT JUDGE

EXHIBIT H
[PROPOSED] FINAL JUDGMENT

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

In Re SONY VAIO COMPUTER
NOTEBOOK TRACKPAD
LITIGATION

Case No. 09-cv-2109 BAS MDD

[PROPOSED] FINAL JUDGMENT

Judge: Cynthia A. Bashant

The Court hereby issues its Final Judgment disposing of all claims based upon the Settlement Agreement entered between plaintiffs Christina Egner and Rickey Glasco (“Plaintiffs”) and defendant Sony Electronics Inc. (“Sony”) and the Court’s Order Granting Final Approval of Class Settlement.

IT IS ORDERED AND ADJUDGED THAT:

1. In the Order Granting Final Approval of Class Settlement, the Court granted final certification for purposes of settlement of a Class defined as: “(1) California residents who purchased a Sony VAIO Laptop, series SZ, FZ, NW, EB, or F, in California between March 16, 2006 and the date the Court enters the Preliminary Approval Order; and (2) New Jersey residents who purchased a Sony VAIO Laptop, series SZ, FZ, NW, EB, or F, in New Jersey between March 16,

1 2006 and the date the Court enters the Preliminary Approval Order. Excluded from
2 the Class are Sony’s Counsel, Sony’s officers and directors, and the judges
3 presiding over the Action.”

4 2. All persons who satisfy the class definition above are “Class
5 Members.” However, persons who timely filed valid requests for exclusion are not
6 Class Members. The list of excluded persons is attached hereto as Exhibit 1.

7 3. In the Order Granting Final Approval of Class Settlement, the Court
8 found that notice of the Settlement Agreement and Release (“Settlement
9 Agreement”) was provided to Class Members by email, postal mail, and an online
10 and print publication advertisement in compliance with Section 3.3 of the
11 Settlement Agreement, Federal Rule of Civil Procedure 23, and due process.

12 4. Plaintiffs are awarded \$ _____ as incentive awards.

13 5. To each Class Member who submitted a timely and valid Claim Form,
14 Sony (through the Claims Administrator) shall issue the Settlement Payment by
15 check in an amount to be determined based on the Claim Form and supporting
16 documentation. The checks constituting Settlement Payment shall be negotiable for
17 ninety (90) calendar days.

18 6. All Class Members who did not validly and timely request to be
19 excluded from the Settlement, and each of their respective successors, assigns,
20 legatees, heirs, and personal representatives, will be deemed to have released Sony,
21 and each of its past or present officers, directors, shareholders, employees, agents,
22 principals, heirs, representatives, accountants, auditors, consultants, attorneys,
23 insurers and reinsurers, and Sony’s and their respective successors and predecessors
24 in interest, subsidiaries, affiliates, direct or indirect parents, wholly or majority-
25 owned subsidiaries, affiliated and related entities, authorized resellers, partners and
26 privities, and each of their company-sponsored employee benefit plans and all of
27 their respective officers, directors, employees, administrators, fiduciaries, trustees
28 and agents (“**Released Parties**”), from the Released Claims. For purposes of this

1 Settlement Agreement, the “*Released Claims*” are defined as all manner of action,
2 causes of action, claims, demands, rights, suits, obligations, debts, contracts,
3 agreements, promises, liabilities, damages (including punitive or any other form of
4 exemplary damages), charges, fines, penalties, losses, costs, expenses, and
5 attorneys’ fees, of any nature whatsoever, known or unknown, asserted or
6 unasserted, in law or equity, fixed or contingent, which they have or may have
7 arising out of or relating to any of the acts, omissions, or other conduct that have or
8 could have been alleged or otherwise referred to in the Action or Complaint.

9 As to these Released Claims, the Class Members, and each of their respective
10 successors, assigns, legatees, heirs, and personal representatives, expressly waive
11 and relinquish, to the fullest extent permitted by law, the provisions, rights and
12 benefits of Section 1542 of the California Civil Code, or any other similar provision
13 under federal or state law, which provides:

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

21 The Class Members fully understand that the facts on which the Settlement
22 Agreement is to be executed may be different from the facts now believed by the
23 Class Members and their Counsel to be true and expressly accept and assume the
24 risk of this possible difference in facts and agree that the Settlement Agreement will
25 remain effective despite any difference in facts. Further, Class Members agree that
26 this waiver is an essential and material term of this release and the Settlement that
27 underlies it and that without such waiver the Settlement would not have been
28 accepted.

1 7. Plaintiffs Christina Egner and Rickey Glasco and each of their
2 successors, assigns, legatees, heirs, and personal representatives, release and
3 forever discharge the Released Parties from all manner of action, causes of action,
4 claims, demands, rights, suits, obligations, debts, contracts, agreements, promises,
5 liabilities, damages (including punitive or any other form of exemplary damages),
6 charges, fines, penalties, losses, costs, expenses, and attorneys' fees, of any nature
7 whatsoever, known or unknown, asserted or unasserted, in law or equity, fixed or
8 contingent. (The release set forth in this Section shall be referred to hereinafter as
9 the "**General Release**"). The General Release includes any unknown claims the
10 Named Plaintiffs do not know or suspect to exist in their favor at the time of the
11 General Release, which, if known by them, might have affected their Settlement
12 with, and release of, the Released Parties by the Named Plaintiffs or might have
13 affected their decision not to object to this Settlement Agreement or the General
14 Release. With respect to the General Release, the Named Plaintiffs stipulate and
15 agree that, effective upon entry of the Judgment, the Named Plaintiffs shall be
16 deemed to have, and by operation of the Final Order and Judgment shall have,
17 expressly waived and relinquished, to the fullest extent permitted by law, the
18 provisions, rights and benefits of Section 1542 of the California Civil Code, or any
19 other similar provision under federal or state law, which provides:

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

26 Further, Named Plaintiffs agree that this waiver is an essential and material term of
27 this release and the Settlement that underlies it and that without such waiver the
28 Settlement would not have been accepted.

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8. All Class Members are bound by this Final Judgment, by the Order Granting Final Approval of Class Settlement, and by the terms of the Settlement Agreement.

NOW, THEREFORE, the Court, finding that no reason exists for delay, hereby directs the Clerk to enter this Final Judgment, pursuant to Federal Rule of Civil Procedure 58, forthwith.

DATED: _____

Hon. Cynthia A. Bashant
U.S. DISTRICT COURT JUDGE

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