
IF YOU PURCHASED A CERTAIN SONY MOBILE DEVICE, YOU COULD GET BENEFITS FROM A CLASS ACTION SETTLEMENT

Para ver este aviso en espanol, visita www.XperiaWaterproofSettlement.com

- There is a proposed settlement that has been preliminarily approved in a class action lawsuit against Sony Mobile Communications (U.S.A.), Inc. and Sony Electronics, Inc. (hereinafter collectively “Sony”) concerning certain Sony mobile devices (“Mobile Devices”). Those included in the settlement have legal rights and options and deadlines by which they must exercise them.
- You are included if you purchased, own(ed), received as a gift or received as a customer service exchange the Mobile Devices manufactured, marketed, sold and/or distributed by Sony Mobile Communications (U.S.A.), Inc. in any of the 50 States, the District of Columbia and Puerto Rico (*see* Question 3 below for a list of eligible devices).
- The settlement provides for: (1) a warranty extension; (2) changes to packaging, labeling and advertising; and (3) a claim process relating to prior water-related warranty claim rejections.

Please read this Notice carefully. Your legal rights are affected, whether you act or don’t act. You are encouraged to periodically check the website, www.XperiaWaterproofSettlement.com, because it will be updated with additional information.

A. Basic Information

1. What is this Notice about?

A Court authorized this Notice because you may have a right to know about a proposed settlement of a class action lawsuit and about all of your options and associated deadlines before the Court decides whether to give final approval to the settlement. The name of the lawsuit is *Landes v. Sony Mobile Communications (U.S.A.), Inc. et al.*, Case No. 2:17-cv-2264-JFB-SIL (E.D.N.Y.). The defendants are Sony Mobile Communications (U.S.A.), Inc. and Sony Electronics, Inc. This Notice explains the lawsuit, the settlement, and your legal rights. You are NOT being sued. The Court still has to decide whether to finally approve the settlement. Payments and other benefits will be distributed only if the Court finally approves the settlement and after any appeals are resolved in favor of the settlement. Please be patient and check the website identified in this Notice regularly. Please do not contact Sony, cellular phone carriers, or retail stores carrying the Mobile Devices as the Court has ordered that all questions be directed to the Class Action Settlement Administrator.

***Your legal rights may be affected even if you do not act.
Please read this Notice carefully***

YOUR RIGHTS AND CHOICES

YOU MAY:		DUE DATE
Automatically Obtain A Warranty Extension	Sony stands behind the reliability of the Mobile Devices by extending the limited warranty coverage for damage resulting from water intrusion: (a) by an additional 12 months for those Mobile Devices where the warranty is still in effect as of the date of the issuance of the Preliminary Approval Order (“Active Warranty Mobile Devices”); and (b) six months for those Mobile Devices that are out-of-warranty as of the date of the issuance of the Preliminary Approval Order (“Expired Warranty Mobile Devices”). This will take effect upon the issuance of the Final Order and Final Judgment, but may be earlier, at Sony’s option.	For the Active Warranty Mobile Devices, the date for the extension of the warranty shall be measured from the purchase date, if it is still in warranty as of the date of the issuance of the Preliminary Approval Order. For the Expired Warranty Mobile Devices, the date of the extension of the warranty shall begin on the date of the issuance of the Final Order and Final Judgment and expire six months thereafter.
File A Claim To Seek Reimbursement	You may submit Claims for prior water-related warranty claim rejections by Sony for your in-warranty Mobile Devices. This is the <u>only</u> way that you can get reimbursed for 50% of the at-issue Manufacturer’s Suggested Retail Price (“MSRP”) for the applicable Mobile Device. There are two different Claim Forms with different requirements, as further discussed below.	<u>January 30, 2018</u>
Object	Write to the Court about why you don’t like the settlement.	<u>November 1, 2017</u>
Exclude Yourself	Ask to get out (opt out) of the settlement. If you do this, you are not entitled to certain settlement benefits, but you keep your right to sue Sony about the issues in the lawsuit.	<u>November 1, 2017</u>
Appear in the Lawsuit or Go to the Fairness Hearing	You are not required to enter an appearance in the lawsuit in order to participate in the settlement, but you may enter an appearance on your own or through your own lawyer in addition to filing an objection if you do not opt out. You can also ask to speak in Court at the Fairness Hearing about the settlement.	<u>Appearance Deadline:</u> <u>November 1, 2017</u> <u>Fairness Hearing:</u> <u>December 1, 2017</u> <u>at 1:30 p.m. E.S.T.</u>
Do Nothing	You may not receive certain settlement benefits that you may otherwise be eligible for and you give up the right to sue the Sony entities about the issues in the lawsuit.	

QUESTIONS? CALL TOLL FREE 1-844-367-8807 OR VISIT WWW.XPERIAWATERPROOFSSETTLEMENT.COM
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2. What is the lawsuit about?

The class action lawsuit claims and alleges that Sony sold Mobile Devices that were deceptively advertised as “waterproof.” The lawsuit pursues claims for violations of various state consumer protection statutes, among other claims. You can read the Complaint by visiting www.XperiaWaterproofSettlement.com. Sony denies any claims of wrongdoing and/or violation of the law and denies that the Mobile Devices are defective. The parties agreed to resolve these matters before they were decided by the Court.

On January 13, 2016, Named Plaintiffs Logan Landes and James Goddard (“Named Plaintiffs” or “Plaintiffs”) served a demand letter pursuant to California Civil Code § 1782, and other applicable laws, on Sony. On March 29, 2016, pursuant to confidentiality agreement between the parties, Plaintiffs served document requests on Sony. Class Counsel Levi & Korsinsky LLP (“Class Counsel”) have reviewed over 11,000 documents produced by Sony. Class Counsel has conferred with a damages expert concerning the potential damages that relate to the claims in their complaint. As part of extensive arm’s length negotiations, Patrick A. Juneau conducted mediation sessions with Class Counsel and Sony. Class Counsel conducted an interview of Anders Grynge, Director of Sony Customer Services for the Americas, on December 4, 2016.

On April 14, 2017, Plaintiffs filed a class action complaint in *Landes, et al. v. Sony Mobile Communications (U.S.A.), Inc. et al.*, No. 2:17-cv-2264-JFB-SIL (United States District Court for the Eastern District of New York) alleging, among other things, that Sony designed, manufactured, distributed, advertised and sold certain Mobile Devices that were alleged to be misrepresented as “waterproof,” but are, in fact, “not waterproof and are not designed for or capable of ordinary underwater use.” Plaintiffs, on behalf of the classes, further allege that “Sony exploited certain international water resistance ratings in order to launch a deceptive marketing campaign promoting the Devices” and cite to numerous advertisements and other marketing. Plaintiffs seek certification of a nationwide class of all persons who purchased the devices as well as Illinois and California subclasses, excluding certain persons and entities who/which, by way of example, purchased the devices for resale.

3. What Sony mobile devices are included in the settlement?

The following Sony mobile devices (“Mobile Devices”) distributed for sale in the United States, the District of Columbia, and Puerto Rico are in the settlement:

Xperia M2 Aqua	Xperia Z3	Xperia Z5 Compact
Xperia M4 Aqua	Xperia Z3 Compact	Xperia Z2 Tablet (WiFi)
Xperia ZR	Xperia Z3 (T-Mobile)	Xperia Z2 Tablet (LTE)
Xperia Z Ultra	Xperia Z3v (Verizon)	Xperia Z2 Tablet (Verizon LTE)
Xperia Z1	Xperia Z3 Dual	Xperia Z3 Tablet Compact (WiFi)
Xperia Z1 Compact	Xperia Z3+ Dual	Xperia Z3 Tablet Compact (LTE)
Xperia Z1s (T-Mobile)	Xperia Z3+	Xperia Z4 Tablet (WiFi)
Xperia Z2	Xperia Z5	Xperia Z4 Tablet (LTE)

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4. Why is this a class action?

In a class action, people called “class representatives” sue on behalf of other people who have similar claims. All of these people together are the “Class” or “Class Members” if the Court approves this procedure. Then, that Court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

5. Why is there a settlement?

Both sides in the lawsuit agreed to a settlement to avoid the cost and risk of further litigation, including a potential trial, and so that the Class Members can get benefits, in exchange for releasing Sony from liability. The settlement does not mean that Sony broke any laws and/or did anything wrong, and the Court did not decide which side was right. Sony stands behind the advertising and warranty of its Mobile Devices. The settlement here has been preliminarily approved by the Court, which authorized the issuance of this Notice. The Named Plaintiffs, who are also Class Representatives, and the lawyers representing them (called “Class Counsel”) believe that the settlement is in the best interests of all Class Members.

The essential terms of the settlement are summarized in this Notice. The Settlement Agreement along with all exhibits and addenda sets forth in greater detail the rights and obligations of the parties. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

B. Who is in the Settlement?

To see if you are affected or if you can get money or benefits, you first have to determine whether you are a Class Member.

6. How do I know if I am part of the settlement?

You are part of the settlement if you are a person, entity or organization who, at any time as of or before **August 3, 2017** purchased, own(ed), received as a gift or received as a customer service exchange the Mobile Devices manufactured, marketed, sold and/or distributed by Sony Mobile Communications (U.S.A.), Inc. in any of the fifty States, the District of Columbia, and Puerto Rico. This is called the “Class.”

Excluded from the Class are: (a) any persons or entities that purchased or acquired the Mobile Devices for commercial use or resale; (b) any claims aggregators; (c) any person who claims to be an assignee of rights associated with the Mobile Devices; (d) Sony Mobile Communications (U.S.A.), Inc., its officers, directors and employees; its affiliates and affiliates’ officers, directors and employees; its distributors and distributors’ officers, directors and employees; (e) Class Counsel; (f) judicial officers and their immediate family members and associated court staff assigned to this case; and (g) persons or entities who or which timely and properly exclude themselves from the Class.

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7. I'm still not sure if I'm included in the settlement.

If you are not sure whether you are included in the Class, you may call 1-844-367-8807. Please do not contact Sony, cellular phone carriers, or retail stores carrying the Mobile Devices as the Court has ordered that all questions be directed to the Class Action Settlement Administrator.

C. The Settlement Benefits— What You Get and How to Get It

8. What does the settlement provide?

If you are a Class Member, what you are eligible to receive depends on several factors. The settlement benefits are outlined generally below, but more information can be found at the settlement website. The Court still has to decide whether to finally approve the settlement. Sony may begin to offer some of these benefits over time, beginning pursuant to the terms of the Settlement Agreement, upon entry of the Preliminary Approval Order by the Court. However, no benefits have to be provided until and unless the Court finally approves the settlement and only after any appeal period expires or any appeals are resolved in favor of the settlement. We do not know when the Court will finally approve the settlement if it does so or whether there will be any appeals that would have to be resolved in favor of the settlement before certain benefits would be provided, so we do not know precisely when any benefits may be available. Please check www.XperiaWaterproofSettlement.com regularly for updates regarding the settlement.

Please note that you may have to take action within certain deadlines to receive certain benefits, such as completing and submitting a claim form. If you do nothing, you may not receive certain benefits from the settlement, and, as a Class Member, you will not be able to sue Sony about the issues in the lawsuit.

a. Warranty Extension Program

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

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b. Advertising Changes

Within 90 days of the issuance of the Preliminary Approval Order, for the Mobile Devices currently being sold by Sony or any newly-introduced models with IP 65/68 substantiation, Sony shall change its advertising and marketing intended for end users in the United States relating to “waterproof” or substantially identical terms to “water resistance” or its substantial and/or functional equivalent. Sony also agrees to notify its third party resellers regarding such advertising changes and the terms of this Settlement Agreement. In the event that a reseller continues to use the phrase “waterproof” in its advertising or marketing, Sony shall not be responsible for such action or inaction. Within 90 days of the issuance of the Preliminary Approval Order, Sony shall provide advance copies of representative samples of advertising or marketing changes to Class Counsel for their review and comment, which will be similar in substance to materials already provided to Class Counsel. The changes required by this Section shall not apply to the global developer website located at <http://developer.sonymobile.com>.

c. Claim Reimbursement

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

i. In-Database Claim Forms

For Eligible Class Members who previously had timely claims for water-related damages denied by Sony for their in-warranty Mobile Devices, as identified in Sony’s records, Sony shall issue a check of 50% of the at-issue Manufacturer’s Suggested Retail Price (“MSRP”) for the applicable Mobile Device, as indicated in Exhibit 9 to the Settlement Agreement, which is found on the website, to those Class Members who complete and timely return an In-Database Claim Form during the Claim Period. The MSRP ranges from \$249.99 to \$679.99, depending upon the applicable Mobile Device.

Class Members in this category shall be sent a notification letter that shall be sent with an In-Database Claim Form. The notification letter shall notify the Class Members that they are on the list of persons who previously had submitted a water-related claim that was denied by Sony and that they are eligible for relief from this Settlement Agreement, provided they perform several simple tasks in a timely manner. The Claim Form shall require the Class Member to provide basic information, such as confirming or revising their physical address, in order to be sent the settlement relief check.

ii. Standard Claim Form

Eligible Class Members who are not in Sony’s records as having provided an address, may submit, during the Claim Period, Claims for damaged Mobile Devices that were previously submitted to Sony for

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water intrusion issues for in-warranty Mobile Devices and whose claims for relief were denied by Sony for reasons other than where there are clear indications of misuse or abuse, including, but not limited to, the seals and/or flaps were open at the time of damage, of the Mobile Devices. Class Members must timely complete the Standard Claim Form. Sony shall issue a check of 50% of the at-issue MSRP for the applicable Mobile Device to those Class Members who complete and timely return a Standard Claim Form during the Claim Period. If the Claim is rejected for payment, Class Counsel and Sony's Counsel may meet and confer in an attempt to resolve these denied Claims, as provided in the Settlement Agreement.

iii. Claim Review and Processing

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

If a Claim is deficient, the Class Action Settlement Administrator shall mail a notice deficiency letter to the Class Member requesting that the Class Member complete the deficiencies and resubmit the In-Database Claim Form or Standard Claim Form within forty-five (45) days of the date of the letter from the Class Action Settlement Administrator. If the Class Member fails to provide the requested documentation or information, that Claim shall be denied without further processing.

The Class Action Settlement Administrator shall use their best efforts to complete their review of timely and completed In-Database Claim Forms or Standard Claim Forms within ninety (90) days of receipt. The Class Action Settlement Administrator's review period for submitted In-Database Claim Forms or Standard Claim Forms shall not be required to commence any earlier than sixty (60) days after the occurrence of the Final Effective Date.

Please note that the Class Action Settlement Administrator has the right to request verification of the information provided in the Claim Forms, including, but not limited to, receipt(s) or other supporting documentation. If the Class Member does not timely comply and/or is unable to produce documents to substantiate and/or verify the information on the Claim Form and the Claim is otherwise not approved, the Claim may be reduced or denied.

iv. When Will I Get Paid for a Submitted Claim?

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

If the Claim is rejected for payment, the Class Action Settlement Administrator shall notify Class Counsel and Sony's Counsel of said rejection of the Class Member's Claim and the reason(s) why. The

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

Important: *In order to receive reimbursement for a Claim, eligible Class Members must complete and submit the proper Claim Form on or before January 30, 2018.* If you are an eligible Class Member, you can complete and submit a Claim Form online at www.XperiaWaterproofSettlement.com. Alternatively, if you are an eligible Class Member, you can obtain a Claim Form from the settlement website, print it out, complete it, and mail it postmarked on or before **January 30, 2018**, to the settlement administrator at Landes v. Sony Communications Inc., c/o Heffler Claims Group, P.O. Box 60257, Philadelphia, PA 19102-0257. Class Members submitting Claim Forms must timely provide all information requested on the Claim Form in order to demonstrate eligibility to receive a payment.

9. What am I giving up in exchange for the settlement benefits?

If the settlement becomes final, Class Members who do not exclude themselves from the Class will release Sony from liability and will not be able to sue Sony about the issues in the lawsuit. The Settlement Agreement at Section VII describes the released claims in necessary legal terminology, so read it carefully. For ease of reference, we also attach the full release Section in Appendix A to this Notice. The Settlement Agreement is available at www.XperiaWaterproofSettlement.com. You can talk to one of the lawyers listed in Question 15 below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the released claims or what they mean.

D. Excluding Yourself from the Settlement

If you want to keep the right to sue or continue to sue Sony over the legal issues in the lawsuit, then you must take steps to get out of this settlement. This is called asking to be excluded from the Class, also referred to as "opting out" of the Class.

10. If I exclude myself, can I get anything from this settlement?

If you exclude yourself, you cannot get settlement benefits. If you ask to be excluded, you cannot object to the settlement. But, if you timely and properly request exclusion, the settlement will not prevent you from suing, continuing to sue or remaining or becoming part of a different lawsuit against Sony in the future about the issues in the lawsuit. If you exclude yourself, you will not be bound by anything that happens in this lawsuit and you may not object to the settlement.

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11. If I don't exclude myself, can I sue later?

Unless you exclude yourself, you give up the right to sue Sony for the claims resolved by this settlement. If the settlement is finally approved, you will be permanently enjoined and barred from initiating or continuing any lawsuit or other proceeding against Sony about the issues in the lawsuit.

12. How do I get out of the settlement?

To exclude yourself from the settlement, you **must** send a letter by mail saying that you want to be excluded from the settlement *Landes, et al. v. Sony Mobile Communications (U.S.A.), Inc., et al.*, and mention the case number 2:17-cv-2264-JFB-SIL (E.D.N.Y.). In the letter, you **must** include your name, address, and telephone number, the Mobile Device's model name, approximately when and where the model was purchased, your signature and statement that you want to be excluded from the Class or settlement in *Landes, et al. v. Sony Mobile Communications (U.S.A.), Inc., et al. 2:17-cv-2264-JFB-SIL (E.D.N.Y.)*. You can't ask to be excluded over the phone or at www.XperiaWaterproofSettlement.com. You **must** mail your exclusion request postmarked no later than **November 1, 2017** to:

Landes v. Sony Communications Inc.
c/o Heffler Claims Group
P.O. Box 60257
Philadelphia, PA 19102-0257

Your exclusion request must be postmarked to the Class Action Settlement Administrator no later than **November 1, 2017** to be considered by the Court. The deadlines found in this Notice may be changed by the Court. Please check www.XperiaWaterproofSettlement.com regularly for updates regarding the settlement.

E. The Lawyers Representing You

13. Do I have a lawyer in the case?

Yes. The Court has appointed lawyers to represent you and other Class Members. These lawyers are called "Class Counsel": Nancy A. Kulesa and Shannon L. Hopkins of Levi & Korsinsky LLP are Class Counsel. Their contact information is as follows:

Nancy A. Kulesa
Shannon L. Hopkins
Levi & Korsinsky LLP
30 Broad Street
24th Floor
New York, NY 10004
Tel: (212) 363-7500
Fax: (212) 363-7171
Website: www.zlk.com

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If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

14. How will the lawyers be paid?

The law firms that worked on this Action will ask the Court for an award of attorneys' fees in the amount not to exceed \$1,000,000 for fees and out-of-pocket costs and expenses. Sony will not oppose the request for attorneys' fees, costs and expenses in this amount.

Class Counsel will also ask the Court to award each of the Class Representatives service awards in the amount of \$1,000 for the time and effort each spent representing Class Members. Sony will not oppose the request for Class Representative service awards in this amount.

The Court must approve the request for attorneys' fees, costs and expenses and the request for service awards. The amounts awarded by the Court will be paid by Sony in addition to all other settlement benefits. Under no circumstances will Sony's payment of attorneys' fees, costs and expenses and Class Representative service awards reduce your settlement benefits.

F. Objecting to the Settlement

You can tell the Court if you don't agree with the settlement or some part of it.

15. How do I tell the Court if I don't like the settlement?

Any Class Member who has not filed a timely written request for exclusion and who wishes to object to the fairness, reasonableness, or adequacy of this Settlement Agreement, the requested award of Attorneys' Fees, Costs, and Expenses, or the requested incentive awards to the Named Plaintiffs, must deliver to Class Counsel and Sony's Counsel identified below so that it is received by November 1, 2017 and on file with the Clerk of Court on or before November 1, 2017 a written statement of his/her/its objection. The written objection of any Class Member must include: (a) a heading which refers to *Landes, et al. v. Sony Mobile Communications (U.S.A.), Inc., et al.*, Case No. 2:17-cv-2264-JFB-SIL (E.D.N.Y.); (b) the objector's full name, telephone number, and address (the objector's actual residential address must be included); (c) if represented by counsel, the full name, telephone number, and address of all counsel; (d) all of the reasons for his or her objection; (e) whether the objector intends to appear at the Fairness Hearing on his or her own behalf or through counsel; (f) a statement that the objector is a Class Member, including the Mobile Device(s)' model name and approximately when and where the Mobile Device(s) was purchased; and (g) the objector's dated, handwritten signature (an electronic signature or attorney's signature are not sufficient). Any documents supporting the objection must also be attached to the objection. If any testimony is proposed to be given in support of the objection, the names of all persons who will testify must be set forth in the objection. Class Members may do so either on their own or through an attorney retained at their own expense. The objection must include proof that you fall within the definition of the Class.

To object, you **must** send a written objection to Class Counsel and Sony's Counsel at the addresses

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below so that the objection is received by Class Counsel and Sony's Counsel no later than **November 1, 2017**. To have your objection considered by the Court, you also must file the objection with the Clerk of Court (identified below) so that it is received and filed no later than **November 1, 2017**.

Clerk of Court United States District Court Eastern District of New York 100 Federal Plaza Central Islip, NY 11722	<u>Class Counsel</u> Nancy A. Kulesa Levi & Korsinsky LLP 30 Broad Street 24th Floor New York, NY 10004	<u>Sony's Counsel</u> John P. Hooper King & Spalding LLP 1185 Avenue of the Americas New York, NY 10036
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16. What's the difference between objecting and excluding?

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

If you are a Class Member and you do nothing, you will remain a Class Member and all of the Court's orders will apply to you, you will be eligible for the settlement benefits described above as long as you satisfy the conditions for receiving each benefit, and you will not be able to sue Sony over the issues in the lawsuit.

G. The Court's Fairness Hearing

The Court will hold a hearing to decide whether to grant final approval to the settlement. If you have filed an objection on time and attend the hearing, you may ask to speak, but you don't have to attend or speak.

17. When and where will the Court decide whether to grant final approval of the settlement?

The Court will hold a Fairness Hearing at **1:30 p.m. E.S.T. on December 1, 2017** at the United States District Courthouse for the Eastern District of New York in courtroom 1020, located at 100 Federal Plaza, Central Islip, NY 11722. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will only listen to people who have met the requirement to speak at the hearing (*See* Question 19 below). After the hearing, the Court will decide whether to grant final approval the settlement, and, if so, how much to pay the lawyers representing Class Members. We do not know how long these decisions will take. The Court may reschedule the Fairness Hearing, so check the website periodically for further updates.

18. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it – but you can if you provide advance notice of your intention to appear (*See* Question 19 below). As long as you filed a

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written objection with all of the required information on time with the Court and delivered it on time to Class Counsel and Sony's Counsel, the Court will consider it. You may also pay another lawyer to attend, but it is not required.

19. May I speak at the hearing?

You or your attorney may ask the Court for permission to speak at the Fairness Hearing. To do so, you **must** send a letter saying that it is your "Notice of Intent to Appear in *Landes v. Sony Mobile Communications (U.S.A.), Inc. et al.*" to Class Counsel and Sony's Counsel identified above in response to Question 15 so that they receive it no later than **November 1, 2017**. You must also file the document with the Clerk of Court so that it is received and filed no later than **November 1, 2017**. You **must** include your name, address, telephone number, the Mobile Device's model name, and approximately when and where the Mobile Device was purchased, and your signature. Anyone who has requested permission to speak must be present at the start of the Fairness Hearing at **1:30 p.m. E.S.T. on December 1, 2017**. You cannot speak at the hearing if you excluded yourself from the Class.

H. Getting More Information

20. How do I get more information?

This Notice summarizes the proposed settlement. More details are in a Settlement Agreement, including its exhibits and addenda. You can get a copy of the Settlement Agreement and other information about the settlement, including, but not limited to, answers to frequently asked questions and the Claim Forms, at www.XperiaWaterproofSettlement.com. You can also call the toll-free number, **1-844-367-8807** or write the settlement administrator at **Landes v. Sony Communications Inc., c/o Heffler Claims Group, P.O. Box 60257, Philadelphia, PA 19102-0257**. You can also look at the documents filed in the lawsuit at the Court at the address provided above in response to Question 15.

21. When will the settlement be final?

The settlement will not be final unless and until the Court grants final approval of the settlement at or after the Fairness Hearing and after any appeals are resolved in favor of the settlement. Please be patient and check the website identified in this Notice regularly. Please do not contact Sony, cellular phone carriers, or retail stores carrying the Mobile Devices as the Court has ordered that all questions be directed to the Class Action Settlement Administrator.

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Appendix A – Section VII from the Settlement Agreement – Release and Waiver

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

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

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

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

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

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

G. In connection with this Agreement, Named Plaintiffs and each Class Member acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action and/or the Release herein. Nevertheless, it is the intention of Class Counsel, Named Plaintiffs and each Class Member fully, finally and forever to settle, release, discharge, and hold harmless all such matters, and all claims relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Action.

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

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

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

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

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

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

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

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

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

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

“Released Parties” or “Released Party” means Sony Corporation of America, Sony Mobile Communications AB, Sony Mobile Communications (US) Inc., Sony Electronics Inc., and Sony Corporation of America, and each of their past, present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, representatives, suppliers, vendors, authorized sellers and re-sellers, advertisers, service providers, distributors and sub-distributors, agents, attorneys, administrators and advisors. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name herein.

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