

IMPORTANT NOTICE

YOU MAY BE ENTITLED TO BENEFITS FROM A CLASS ACTION SETTLEMENT

Subject to Court approval, a proposed settlement has been reached in a class action alleging that Samsung (defined below) programmed Galaxy S4 smart phones to run at higher-than-normal speeds upon detecting certain “benchmarking” apps. The representative plaintiff claims that Samsung violated California consumer protection laws. Samsung denies any claims of wrongdoing and believes Plaintiff’s claims are without merit, but has agreed to settle the lawsuit (defined below) to avoid the burden and cost of further litigation.

You may be a Settlement Class Member if you purchased one or more 16 GB Galaxy S4 smart phones in the State of California between April 1, 2013 until July 31, 2013.

Your Legal Rights Are Affected Even If You Do Not Act. Please Read This Notice Carefully.

A SUMMARY OF YOUR RIGHTS AND CHOICES

You May	Summary	Due Date
Submit a Claim	You may be eligible to receive a Cash Payment if you qualify but you must submit a Claim Form. If you submit a Claim Form, you will be bound by the terms of the Settlement and give up your right to sue on your own regarding any claims that are part of the Settlement.	November 9, 2020
Ask to be Excluded	You can opt out of the Settlement. If you do so, you will not be eligible to receive a Cash Payment. But you retain the right to sue on your own regarding any claims that are part of the Settlement.	November 23, 2020
Submit an Objection	You may write to the Court and explain why you do not want the Settlement to be approved. You may appear and speak at the Final Approval Hearing on your own or through a lawyer hired by you. If your objection is denied by the Court, you may file a Claim Form.	November 23, 2020
Do Nothing	You receive no money or compensation. You give up the right to sue on your own regarding any claims that are part of the Settlement.	

THESE RIGHTS AND OPTIONS

– AND THE DEADLINES TO EXERCISE THEM –

ARE EXPLAINED IN THIS NOTICE.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. Why is There a Notice?.....	1
2. What is a Class Action and Who is Involved?	1
3. What Lawsuit is Involved in This Settlement?	1
4. What is This Class Action About?	1
5. Why is There a Settlement?	1

SETTLEMENT MEMBERS

6. Am I a Member of the Settlement Class?	2
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THE PROPOSED SETTLEMENT

7. What Benefits Will I Receive as a Settlement Class Member?	2
8. Are the Settlement Benefits Available Now?	2

YOUR RIGHTS AND OPTIONS

9. What Happens if I do Nothing?	2
10. If I Remain in the Settlement Class, What Claims Do I Give Up?	3
11. Why Would I Ask to be Excluded?	4
12. How Do I Exclude Myself From the Settlement Class?	4
13. Can I Object to the Settlement?	4
14. When is the Final Approval Hearing?	5
15. Do I Have to Attend the Final Approval Hearing?	5
16. May I Speak at the Final Approval Hearing?	5

THE LAWYERS REPRESENTING YOU

17. Does the Settlement Class Have a Lawyer?	5
18. Should I Hire My Own Lawyer?	5
19. How Will Class Counsel Be Paid?.....	6
20. Will the Class Representatives Request Any Payments In Addition to the Settlement Benefits?	6

MORE INFORMATION

21. Where Can I Get More Information?	6
22. May I Contact the Court or Samsung Directly?	7

BASIC INFORMATION

1. Why Is There a Notice?

The purpose of this Notice is to inform potential Class Members about the proposed Settlement of a class action lawsuit before the Court decides whether to approve the Settlement. This Notice explains:

- What the lawsuit and the Settlement are about.
- Who is a member of the Settlement Class.
- Who represents the Settlement Class Members in the lawsuit.
- What your legal rights and choices are.
- How and by when you need to act.

2. What Is a Class Action and Who Is Involved?

In a class action lawsuit, one or more people, called “Class Representatives,” sue on behalf of people who plaintiffs believe have similar claims. The people together are called the “Class” or “Class Members.” One of the people who initiated this lawsuit, the Plaintiff, and the company being sued, Samsung Electronics America, Inc. (“Samsung”), have reached a proposed Settlement. The Court that is considering whether to approve the Settlement has allowed, or “certified,” this case as a class action for purposes of settlement only, and all decisions that the Court makes concerning the Settlement will affect everyone in the Class.

3. What Lawsuit Is Involved in This Settlement?

A class action was filed in the United States District Court for the Northern District of California entitled *Daniel Norcia et al. v. Samsung Telecommunications America, LLC and Samsung Electronics America, Inc.*, et al., Case No. 3:14-cv-582-JD (the “Class Action”).

4. What Is This Class Action About?

This Class Action alleges that Samsung violated California law by allegedly programming Galaxy S4 smart phones to run at higher-than-normal speeds upon detecting certain “benchmarking” apps. Samsung strongly denies any wrongdoing and believes Plaintiff’s claims are without merit, but has agreed to settle the lawsuit to avoid the burden and cost of further litigation.

5. Why Is There a Settlement?

The Court did not decide in favor of Plaintiff or Samsung. The Class Representative and Class Counsel (listed below) believe that the claims asserted in the Class Action have merit, but believe that the Settlement is in the best interests of the Settlement Class. Class Counsel have evaluated information made available in the course of the lawsuit and settlement negotiations and have taken into account the risks and uncertainties of proceeding with the Class Action. Those risks include the uncertainty of obtaining and maintaining class certification, prevailing on the merits, proving substantial damages at trial, and prevailing on post-trial motions and likely appeals. Based upon the consideration of these and other factors, including the substantial time and expense of further litigation, Class Counsel believe that it is in the best interests of the Settlement Class to settle the Class Action on the terms described below.

Samsung strongly denies any wrongdoing, does not believe it has any liability to the Class Representatives or the Settlement Class, and believes Plaintiff’s claims are without merit. However, Samsung believes that it is in its best interests to settle the Class Action under the terms of the Settlement Agreement and obtain closure on this matter to avoid the uncertainty, expense, and diversion of business resources resulting from further litigation.

The parties engaged in extensive settlement negotiations, participated in mediation before a retired judge who is a professional mediator and Magistrate Judge Laurel Beeler, and shared significant amounts of information about the Class Action before reaching the Settlement.

This Notice does not imply that any court has found or would have found that Samsung violated the law, that a class would have been certified, or that any member of the proposed class would have recovered any amount of damages if the Class Action was not settled.

SETTLEMENT MEMBERS

To find out if you are entitled to benefits from this Settlement, you first have to determine if you are a Class Member.

6. Am I a Member of the Settlement Class?

You are a member of the Settlement Class if you purchased one or more 16 GB Galaxy S4 smart phones in the State of California between April 1, 2013 until July 31, 2013.

THE PROPOSED SETTLEMENT

This Notice provides a summary of some, but not all, of the terms of the Settlement Agreement. A copy of the entire Settlement Agreement can be viewed on the Settlement website located at www.cellphonebenchmarksettlement.com. The Settlement Agreement must be approved by the Court and become “Final” before any benefits are paid.

7. What Benefits Will I Receive as a Settlement Class Member?

Class Members who submit a Claim Form that is approved, and who do not exclude themselves (i.e., “opt out”) from the Settlement, will be eligible to receive a Cash Payment of up to \$10.00. Samsung also, for a period of three (3) years, shall require the entity from which it purchases new Samsung smartphones to confirm that such smartphones have not been pre-loaded with software that detects and boosts the performance scores from benchmarking applications.” (hereafter, the “Injunction”).

8. Are the Settlement Benefits Available Now?

No. No money or benefits are available now because the Court has not yet decided whether to approve the Settlement. There is no guarantee that money or benefits will ever be distributed. However, if you want to participate in the Settlement in the event that it is approved by the Court, you must submit a Claim Form. You may submit a Claim Form online at www.cellphonebenchmarksettlement.com. The deadline to submit a Claim Form is November 9, 2020.

YOUR RIGHTS AND OPTIONS

You need to decide whether to participate in the Settlement.

9. What Happens if I Do Nothing?

If you do nothing, you will automatically be a member of the Settlement Class, and all of the Court’s orders will apply to you and legally bind you. Therefore, in order to receive any benefit from the Settlement, you must submit a valid Claim Form. You may submit a Claim Form online at www.cellphonebenchmarksettlement.com.

10. If I Remain in the Settlement Class, What Claims Do I Give Up?

In consideration of the payment made by Samsung, Samsung's commitment to the Injunction, and the entire Settlement Agreement (which may be found on the Settlement website located at www.cellphonebenchmarksettlement.com), and upon the Effective Date, you and your respective agents, employees, successors, heirs, spouses, administrators, executors, partners, assigns, and all of their past, present and future representatives and predecessors will release and forever discharge Samsung and each of its parent, subsidiary and affiliated companies, entities, trust(s), predecessors, successors and each of its owners, shareholders, beneficiaries, officers, directors, agents, servants, employees, attorneys, independent contractors, insurers, affiliated entities and all other persons acting on its behalf (collectively, the "Releasees"), from all present and any and all future claims and any and all liability whatsoever arising out of, relating to, or concerning the facts alleged in the Second Amended Complaint in the Class Action (which may be found on the Settlement website located at www.cellphonebenchmarksettlement.com) and in the Recitals found in the Settlement Agreement (which may be found on the Settlement website located at www.cellphonebenchmarksettlement.com), including, but not limited to, any and all claims, actions, causes of action, rights, demands, suits, debts, liens, contracts, agreements, offsets or liabilities, including but not limited to tort claims, claims for breach of contract, claims for violation of privacy, breach of the duty of good faith and fair dealing, breach of statutory duties, actual or constructive fraud, misrepresentations, fraudulent inducement, statutory and consumer fraud, breach of fiduciary duty, unfair business or trade practices, restitution, rescission, claims for contribution or indemnification, compensatory and punitive damages, injunctive or declaratory relief, attorneys' fees, interests, costs, penalties and any other claims, whether known or unknown, alleged or not alleged in the Class Action, suspected or unsuspected, contingent or matured, under federal, state or local law, which you had, now have or may in the future have with respect to any conduct, act, omissions, facts, matters, transactions or oral or written statements or occurrences prior to the Preliminary Approval Date relating to or arising out of, or connected with or resulting from any claim or cause of action which was or could have been asserted in the Class Action which arose from the transactions or events alleged in the Class Action (collectively, the "Released Claims")

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

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

To the extent that California or other law may be applicable to the Agreement, you expressly agree that the provisions, rights and benefits of Section 1542 and all similar federal or state laws, rights, rules, or legal principles of any other jurisdiction that may be applicable herein will be knowingly and voluntarily waived and relinquished to the fullest extent permitted by law solely in connection with unknown claims that relate to the claims or causes of action against Samsung set forth in the Class Action, and you agree and acknowledge that this is an essential term of the Release. In connection with the Release, you acknowledge that you are aware that you may hereafter discover claims presently unknown or unsuspected or facts in addition to or different from those which you now know or believe to be true with respect to matters released herein.

11. Why Would I Ask to Be Excluded?

You may want to exclude yourself from the Settlement Class if you already have filed (or intend to file) a lawsuit or arbitration against Samsung or its affiliates for the Released Claims and want to continue that lawsuit or arbitration individually, on your own behalf. If you do not exclude yourself, you will be legally bound by all orders of the Court regarding the Settlement Class, the Settlement Agreement, and the Released Claims. All Settlement Class Members who do not ask to be excluded will be forever barred from asserting against Samsung and its affiliates any and all actions, claims, causes of action, proceedings, or rights of any nature and description whatsoever regarding the Released Claims, as more fully described in Section 10 above and in the Settlement Agreement. If you request exclusion you shall not be entitled to recover any benefits from the Settlement.

12. How Do I Exclude Myself from the Settlement Class?

You may exclude yourself (“opt out”) from the Settlement Class by sending a written request to the Settlement Administrator postmarked no later than November 23, 2020. Your request for exclusion must contain the following information:

- Your name, address and telephone number; and
- A signed statement that you wish to be excluded from the Settlement Class.

Please send your request for exclusion to the following address:

Cell Phone Benchmark Settlement
C/O Settlement Administrator
PO Box 469
Warminster, PA 18974-0469

If you exclude yourself from the Settlement, you cannot object to the Settlement and you will not receive any money or other benefits from the Settlement.

13. Can I Object to the Settlement?

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Daniel Norcia et al., v. Samsung Telecommunications America, LLC and Samsung Electronics America, Inc., et*

al., Case No. 3:14-cv-582-JD), (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, or by filing them in person at any location of the United States District Court for the Northern District of California, and (c) be filed or postmarked on or before November 23, 2020.

The deadline to file your objection and intention to appear at the Final Approval Hearing is November 23, 2020. The address for the Court is:

Clerk of the Court
U.S. District Court for the Northern District of California
450 Golden Gate Avenue
San Francisco, CA 94102

14. When Is the Final Approval Hearing?

The Court will hold a Final Approval Hearing on January 28, 2021 at 10:00 a.m. in Courtroom 11 of the United States District Court for the Northern District of California, the Honorable James Donato presiding, located at 450 Golden Gate Avenue, San Francisco, CA 94102. The date of the Final Approval Hearing may change, so please refer to the Settlement website to confirm the date and time of the Final Approval Hearing. At the Final Approval Hearing, the Court will consider if:

- The Settlement is fair, reasonable, and adequate;
- The Settlement should be approved; and
- If there are any objections to the Settlement.

15. Do I Have to Attend the Final Approval Hearing?

No. Your attendance at the Final Approval Hearing is not required even if you submit a written objection. However, you or your attorney may attend the hearing at your own expense.

16. May I Speak at the Final Approval Hearing?

Yes. You may speak at the Final Approval Hearing to object to the proposed Settlement, but only if you filed a written objection as described above. Your written objection must include a statement that you intend to appear at the Final Approval Hearing. You may also enter an appearance through an attorney hired at your own expense.

THE LAWYERS REPRESENTING YOU

17. Does the Settlement Class Have a Lawyer?

Yes. The Court appointed the law firms of Prometheus Partners L.L.P. and The Cierny Firm to represent you and the other Settlement Class Members. They are called “Class Counsel.” More information about these law firms, their practices, and their lawyers is available at www.prometheus-law.com and www.ciernylaw.com.

18. Should I Hire My Own Lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, you may hire an attorney at your own expense to represent you and speak on your behalf.

19. How Will Class Counsel Be Paid?

If the Court approves the Settlement Agreement at the Final Approval Hearing, then Class Counsel will ask the Court for an award of reasonable attorneys' fees, and reimbursement of verifiable expenses incurred as a result of the Class Action in an amount not to exceed \$1,500,000.

The Court will determine how much Class Counsel are paid.

20. Will the Class Representatives Request Any Payments in Addition to the Settlement Benefits?

Yes. The Class Representative in this Class Action is Daniel Norcia. Class Counsel will request that the Court grant a service award of up to \$7,500 to Mr. Norcia as Class Representative for his efforts in obtaining the benefits of the Settlement for the Class.

MORE INFORMATION

21. Where Can I Get More Information?

This Notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.cellphonebenchmarksettlement.com, by contacting class counsel, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO
INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

To see complete copies of important case-related documents, including but not limited to (1) this Class Notice, (2) Motion for Preliminary Approval of Class Action Settlement, (3) Motion for Final Approval of Class Action Settlement (when filed), and (4) Motion for Attorneys' Fees and Costs (when filed) please visit the Settlement website located at www.cellphonebenchmarksettlement.com. If you have further questions, you may:

- Call the Settlement Administrator at the toll-free number: (844) 491-5739
- Write to the Settlement Administrator:

Cell Phone Benchmark Settlement
C/O Settlement Administrator
PO Box 469
Warminster, PA 18974-0469

- If you wish to contact Plaintiff's Counsel regarding the Settlement, you may contact them directly as follows:

PROMETHEUS PARTNERS, L.L.P.

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

THE CIERNY FIRM

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

22. May I Contact the Court or Samsung Directly?

Please do not contact the Court, Samsung or Samsung's attorneys regarding this Settlement. They cannot provide you any advice.