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Class Counsel

**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA**

20 IN RE NEXUS 6P PRODUCTS LIABILITY
 21 LITIGATION

Case No. 5:17-cv-02185-BLF
**JOINT DECLARATION OF
 DANIEL C. GIRARD AND
 BENJAMIN F. JOHNS IN
 SUPPORT OF PLAINTIFFS’
 MOTION FOR FINAL APPROVAL**
 Date: October 10, 2019
 Time: 1:30 p.m.
 Courtroom: 3, 5th Floor
 Judge: Hon. Beth Labson Freeman

1 We, Daniel C. Girard and Benjamin F. Johns, declare as follows pursuant to 28 U.S.C. §
2 1746:

3 1. Daniel C. Girard is the founder and managing partner of Girard Sharp LLP and
4 one of the attorneys of record for Plaintiffs.¹ Mr. Girard submits this declaration in support of
5 Plaintiffs' motion for final approval. Mr. Girard makes this declaration based on his own
6 personal knowledge, and if called to do so, could testify to the matters contained herein.

7 2. Benjamin F. Johns is a partner at the law firm of Chimicles Schwartz Kriner &
8 Donaldson-Smith LLP and one of the attorneys of record for Plaintiffs. Mr. Johns submits this
9 declaration in support of Plaintiffs' motion for final approval. Mr. Johns makes this declaration
10 based on his own personal knowledge, and if called to do so, could testify to the matters
11 contained herein.

12 3. As detailed in the Supplemental Declaration of Andrew Perry, of Kurtzman
13 Carson Consultants ("KCC"), attached hereto as **Exhibit A**, notice has been given in
14 accordance with the Court's preliminary approval order. The claims period, objection and
15 exclusion deadlines have passed and, as discussed below, the Class has responded favorably to
16 the Settlement.

17 4. Class Counsel have received no complaints about the content, sufficiency or
18 timeliness of notice, and there have been no objections to the Plan of Allocation.

19 5. The reaction of the Class favors final approval. To date there have been no
20 objections and 31 class members requested exclusion. Class Members Jennifer Pass and Jacob
21 Mann wrote to express frustration with Huawei's failure to carry through on a promised
22 replacement and the delay associated with the Court approval procedure. These matters are
23 beyond Class Counsel's control, and do not reflect any deficiency in the Settlement, as the
24 Class Members acknowledged ("this is a comment not an objection)." ECF 213 at 1.

25 6. Class Counsel have closely monitored communications with class members and
26 have personally spoken with those who have called with questions about the case and the

27 _____
28 ¹ Capitalized terms have the same meaning as set forth in the definitions section of the
Settlement Agreement.

1 claims procedure. To the best of our knowledge, all Class Members who called with questions
2 concerning the Settlement and the claims procedure received prompt and complete answers to
3 their questions.

4 7. We respectfully submit that the results of the notice and claims procedure
5 demonstrate that the proposed settlement is fair, reasonable and adequate. In previous
6 submissions, Class Counsel have documented the substantial additional costs, risks and delays
7 class members face if the Settlement is not approved. In contrast, the Settlement will fairly
8 compensate Class Members under Court supervision through individual payments that are
9 commensurate with the scope of the harm allegedly experienced. The Settlement clears all the
10 procedural and substantive hurdles imposed under the Settlement approval procedure applied
11 under FED. R.CIV. P. 23 and this District's Procedural Guidance for Class Action Settlements
12 and merits this Court's final approval.

13 8. If the Court grants final approval, after the Settlement Administrator has
14 processed the Settlement Class Members' claims and determined their settlement payment
15 amounts, Class Counsel will propose a final distribution order seeking approval of both the
16 settlement payments and compensation to KCC for their notice and settlement administration
17 services. Within 21 days after the distribution of the settlement funds and payment of
18 attorneys' fees, Class Counsel will provide a post-distribution accounting.

19 We declare under penalty of perjury under the laws of the United States of America
20 that the foregoing is true and correct. Executed this 5th day of September, 2019.

21
22 /s/ Daniel C. Girard

23 Daniel C. Girard

24
25 /s/ Benjamin F. Johns

26 Benjamin F. Johns
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ATTESTATION STATEMENT

I, Daniel C. Girard, am the ECF User whose identification and password are being used to file this Joint Declaration in Support of Plaintiffs’ Motion for Final Approval pursuant to Civil L.R. 5-1(i)(3). I attest under penalty of perjury that counsel has concurred in this filing.

/s/ Daniel C. Girard

Daniel C. Girard

EXHIBIT A

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

IN RE NEXUS 6P PRODUCTS
LIABILITY LITIGATION

Case No. 5:17-cv-02185-BLF

**SUPPLEMENTAL
DECLARATION OF ANDREW
PERRY ON BEHALF OF
SETTLEMENT
ADMINISTRATOR REGARDING
NOTICE**

I, Andrew Perry, declare:

1. I am employed as a senior project manager by KCC Class Action Services (“KCC”), a nationally-recognized notice and claims administration firm located at 462 South 4th Street, Louisville, KY 40202. KCC was retained as Settlement Administrator in this case, and as the senior project manager, I oversee all aspects of the administrative services provided. I submit this supplemental declaration regarding the *In re Nexus 6P Products Liability Litigation* Notice Program.

2. On April 22, 2019, in compliance with the Class Action Fairness Act (“CAFA”), 28 U.S.C. Section 1715, KCC mailed via United States Postal Service (“USPS”) Priority Mail a cover letter to the U.S. Attorney General and the Attorneys General for all 50 states, plus the District of Columbia and territories along with a CD-ROM containing documents related to this case.

3. Between May 6, 2019 and May 24, 2019, Defendants provided KCC ten files that contained the names, mailing addresses, or email addresses of 368,694 Settlement Class

Members. KCC reviewed the data and processed the names and addresses through the USPS National Change of Address database. There were 127 records that were missing both a valid physical address and a valid email address and were therefore removed from the notice list. Additionally, KCC identified 39,053 duplicate records that were excluded. KCC then ran the email table through an email cleanse service to identify invalid email addresses. KCC identified 16,325 emails that were invalid and were therefore removed from the initial email table. Of these, 74 records did also not have a mailing address and were removed from the notice list. There remained a total of 329,350 records with either an email address (294,570) or a postal address (34,870) that could be sent notice. I understand that Amazon sent the email notice to 57,783 class members pursuant to the court's order.

4. Prior to sending the Notice, KCC established a Settlement Website for this settlement at www.Nexus6Psettlement.com. On the Settlement Website, visitors can view answers to frequently asked questions, download important case documents including the Second Consolidated Amended Complaint, Settlement Agreement and Release, Plaintiff's Motion for Preliminary Approval, Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action Settlement and Memorandum of Points and Authorities in, Notice (long form), Claim Form, Press Release and Opt-Out Form. Visitors could also submit Claim Forms online. Individuals who received a personalized Notice could enter their claim code in order to arrive at a pre-populated Claim Form and those who did not receive a Notice could file a Claim Form without a claim code. To date, there have been 183,296 unique visitors to the Settlement Website, and over 554,491 web pages have been presented to visitors. True and correct copies of the long-form Notice and Opt-Out Form are attached as Exhibits A and B, respectively.

5. Prior to the Notice, KCC established a toll free telephone number that Settlement Class Members could call and listen to general information about the settlement, important dates and deadlines, request a Claim Form and Notice be sent to them, hear their options as a Settlement Class Member, or answers to Frequently Asked Questions.

6. On June 7, 2019, KCC sent the Notice via email (“Email Notice”) to 294,570 Settlement Class Members. The Email Notice contained a personalized link that directed the individual to the pre-filled online Claim Form. A true and correct copy of the Email Notice is attached hereto as Exhibit C.

7. On June 7, 2019, KCC mailed Notice in the form of a postcard (“Postcard Notice”) to 34,870 Settlement Class Members whose physical address was available. A true and correct copy of the Postcard Notice is attached as Exhibit D.

8. To date, 3,776 unique Settlement Class Members had the Email Notice returned as undeliverable. Of these, 14 records did not have a mailing address. On June 21, 2019, KCC mailed the Postcard Notice to 3,762 Settlement Class Members whose email notice returned as undeliverable.

9. To date, KCC has received a total of 481 Postcard Notices returned by the USPS with forwarding addresses. KCC caused the Settlement Class Member list to be updated with the new addresses and Postcard Notice to be re-mailed to the updated addresses.

10. To date, KCC has received a total of 3,413 Postcard Notices returned by the USPS without forwarding address information. KCC searched for updated addresses for these records and 369 were updated and remailed. To date, it appears KCC has successfully sent direct Notice to 326,519 Settlement Class Members. KCC may still receive undeliverable Notices.

11. Amazon confirmed to KCC that Amazon sent the Notice via email to 57,783 Settlement Class Members. Of the 310 emails that were unsuccessful or bounced, Amazon confirmed that it was able successfully re-send email notice to 274. Amazon therefore successfully sent notice to 57,747 Settlement Class Members. To date, it appears that direct Notice has been sent to 383,965 Settlement Class Members and approximately 76.8% of Settlement Class Members received a direct Notice.

12. The deadline to submit a request for exclusion (“opt-out”) was September 3, 2019. To date, KCC has received 31 timely opt-outs and 0 late opt-outs.

13. The deadline to submit an objection to the settlement was September 3, 2019. To date, KCC has received 0 objections.

14. The Claims Deadline to submit a Claim Form was September 3, 2019. To date, KCC has received 91,924 timely Claim Forms. Of the timely claims, 68,279 Claimants selected Option 1 (“no bootloop or battery drain, or undocumented bootloop or battery drain”), 15,732 Claimants selected Option 2 (“documented battery drain and/or bootloop”), and 7,913 Claimants selected Option 3 (“documented repeated bootloop or battery drain”). Approximately 23.9% of the Settlement Class who received a direct notice submitted a Claim Form. KCC expects to continue to receive timely postmarked claim forms two weeks after the deadline.

15. Removing claims that did not provide appropriate documentation, and assuming based on KCC’s experience in analogous cases that 10% of the claims remaining claims will be deficient, there will be approximately 50,000 eligible Option 1 claims, 11,600 eligible Option 2 claims, and 5,000 eligible Option 3 claims. If these numbers hold, then the expected payouts under the plan of allocation will be as follows:

Claims Group	Estimated Number of Valid Claims	Projected Payouts	Projected Total
1A (no failure or Pixel XL replacement)	7,250	\$5 per claim	\$36,250
1B (battery drain, no documentation)	9,950	\$10 per claim	\$99,500
1C (bootloop, no documentation)	33,800	\$20 per claim	\$676,000
2A (documented battery drain)	5,900	\$150 per claim	\$885,000
2B (documented bootloop)	5,700	\$325 per claim	\$1,852,500
3 (documented multiple failures)	5,000	\$400 per claim	\$2,000,000
Totals	67,600		\$5.55 million

The remaining total of the Net Settlement Fund is estimated to be \$825,000. This will be returned to members in the Groups 1B, 1C, 2A, 2B, and 3 who paid deductibles to Assurant for claims for Nexus 6Ps that allegedly experienced Bootloop or Battery Drain, *pro rata*.

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 and that this declaration was executed this September 5, 2019, at Louisville, Kentucky.



Andrew Perry

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

A court authorized this notice. This is not a solicitation from a lawyer.

**If You Bought a Nexus 6P Smartphone,
You May Get a Payment from a Class Action Settlement**

- If you are in the United States and bought a Nexus 6P smartphone, other than for resale, you may be eligible to get a payment from a class action settlement.
- The lawsuit at issue concerns Nexus 6P smartphones. Plaintiffs allege that the Nexus 6P has a defect that can cause two different issues: “bootloop” and “battery drain.” “Bootloop” is when a Nexus 6P allegedly begins randomly rebooting, and in some instances fails permanently in an endless bootloop cycle, where the phone constantly reboots without ever advancing to the home screen, and in some instances, may stop booting altogether. “Battery drain” is when a Nexus 6P allegedly has a noticeable decrease in battery life or shuts off suddenly, even when its battery life icon shows that it is charged.
- The defendants in the case, Huawei Device USA, Inc. and Google LLC, deny these allegations but have agreed to pay \$9.75 million to settle the case.
- Visit www.Nexus6PSettlement.com to make a claim. You can also opt-out of or object to the Settlement.
- Please read this notice carefully. Your legal rights will be affected, and you have a choice to make now.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
SUBMIT A CLAIM FORM	The only way to get a payment.	9/3/19
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to keep your right to bring any other lawsuit against Huawei Device USA, Inc. or Google LLC for claims related to this case.	9/3/19
COMMENT ON OR OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	You can write to the Court about why you like or do not like the Settlement. You can’t ask the Court to order a larger settlement. You can also ask to speak to the Court at the hearing on October 10, 2019 about the fairness of the Settlement, with or without your own attorney.	9/3/19
DO NOTHING	Get no payment. Give up rights.	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved.

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BASIC INFORMATION

1. Why did I get this notice?

A court authorized this notice because people who bought a Nexus 6P have the right to know about a legal settlement. If you qualify as a class member, you can make a claim and get a payment.

To know if you qualify, see the answer to Question 5.

The people who sued are called the plaintiffs. The companies they sued, Huawei Device USA, Inc. and Google LLC, are called the defendants.

2. What is this lawsuit about?

The defendants and certain third-party retailers sold the Nexus 6P smartphone in the United States. The plaintiffs brought a products liability lawsuit against the defendants, alleging that the Nexus 6P has a defect that can cause one or both of two issues. First, “bootloop” which is when a Nexus 6P allegedly begins randomly rebooting, and in some instances fails permanently in an endless bootloop cycle, where the phone constantly reboots without ever advancing to the home screen, and in some instances, may stop booting altogether. Second, “battery drain,” which is when a Nexus 6P allegedly has a noticeable decrease in battery life, or shuts off suddenly even when its battery life icon shows that it is charged. The defendants deny that the Nexus 6P is defective and deny that they have any liability to plaintiffs.

3. What is a class action?

In a class action the plaintiffs act as “class representatives” and sue on behalf of themselves and other people who have similar claims. This group of people is called the “class,” and the people in the class are called “class members.” One court resolves the issues for all class members, except for people who exclude themselves from the class. Judge Beth Labson Freeman of the United States District Court for the Northern District of California is in charge of this case. The case is *In re Nexus 6P Products Liability Litigation*, No. 5:17-cv-02185-BLF (N.D. Cal.).

4. Why is there a Settlement?

The Court did not decide in favor of plaintiffs or defendants. Instead, both sides agreed to a settlement. That way, they avoid the costs and risks of a trial, and class members get benefits or compensation. The class representatives and their attorneys think the settlement is best for the class.

WHO IS IN THE SETTLEMENT

5. Who is in the Settlement?

You are a class member, and are included in the Settlement, if you are in the United States and purchased a Nexus 6P smartphone, other than for resale, between September 29, 2015 and May 3, 2019. Excluded from the Settlement Class are (a) Huawei and Google, and their officers, directors, employees, subsidiaries, and affiliates; (b) all judges assigned to this case and any members of their immediate families; and (c) the parties’ counsel in this litigation.

6. What should I do if I am still not sure whether I am included?

If you are not sure whether you are included in the class, you can ask for free help by calling the Claims Administrator at 1-855-336-4167 for more information.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

The defendants will pay \$9,750,000 into a Settlement Fund. After deduction of the costs of notice and settlement administration, any award of attorneys’ fees (up to 30% of the Settlement Fund), litigation costs, and any service awards for the class representatives, the Settlement Fund will be distributed to class members who submit valid claims.

8. Who can get money from the Settlement, and how much?

To get money from the Settlement, you must be a class member and file a claim. You can fill out and upload the claim form at www.Nexus6PSettlement.com.

If you experienced one or both of the two alleged issues with the Nexus 6P described above, you are eligible to get more money than if you did not experience any alleged issues. Subject to adjustment depending on how many claims of various

kinds are made, people who experienced alleged bootloop and submit documentation of the issue will receive up to \$325, people who experienced alleged battery drain and submit documentation of the issue will receive up to \$150, and people who experienced alleged issues on multiple Nexus 6Ps and submit documentation of the issues will receive up to \$400. People who did not experience any alleged bootloop or battery drain issues with their Nexus 6P, or who received a Pixel XL as a replacement, will receive at least \$5 and no more than \$10. People who attest that they experienced alleged battery drain, but who do not submit documentation, will receive at least \$10 and no more than \$45. People who attest that they experienced alleged bootloop, but who do not submit documentation, will receive at least \$20 and no more than \$75.

After the claims deadline, the Settlement Fund will be paid out as follows. First, money needed to pay the \$5, \$10, and \$20 minimum payments just described will be set aside and reserved to make those payments. Second, the documented claims of alleged bootloop, battery drain, and multiple experiences of alleged bootloop or battery drain will be paid up to the amounts described above. Third, if any money remains in the fund at that point, claimants who paid insurance deductibles to Assurant in connection with a claim regarding alleged bootloop or battery drain in their Nexus 6P will be reimbursed for those deductibles, except for claimants who did not experience any alleged bootloop or battery drain issues. Fourth, if any money still remains in the fund, it will be distributed *pro rata* to the claimants in the \$5, \$10, and \$20 groups described above, with those payments being capped at \$10, \$45, and \$75, respectively. Finally, if there is still money left after all of these steps, Class Counsel will notify the Court and propose a reasonable alternative or alternatives for distribution. This is only a summary. For more information on the Plan of Allocation, see www.Nexus6PSettlement.com.

For information on how to make a claim, see Question 10 and www.Nexus6PSettlement.com. For more information on the Plan of Allocation, see www.Nexus6PSettlement.com.

9. What am I giving up if I stay in the class?

Unless you exclude yourself with an opt-out request (*see* Question 16), you cannot sue, continue to sue, or be part of any other lawsuit against the defendants about the issues in this case. The “Releases” section in the Settlement Agreement describes the legal claims that you give up if you remain in the settlement class. The Settlement Agreement can be viewed at www.Nexus6PSettlement.com.

HOW TO GET A PAYMENT—MAKING A CLAIM

10. How do I make a claim?

If you are in the United States and bought a Nexus 6P, other than for resale, between September 29, 2015 and May 3, 2019, and are not an officer, director, employee, subsidiary, or affiliate of Huawei or Google; a judge assigned to the case or a member of their immediate family; or counsel for any of the parties, you can make a claim at www.Nexus6PSettlement.com. You can also contact the Claims Administrator to request a paper claim form by telephone at 1-855-336-4167 or by U.S. mail at *In re Nexus 6P Products Liability Litigation*, c/o KCC Class Action Services, P.O. Box 404135 Louisville, KY 40233-4135, and submit the claim form to the same U.S. mail address. There will be one claim form, and each Nexus 6P may be the subject of only one claim. Class members who purchased multiple Nexus 6Ps may submit a separate claim for each Nexus 6P they purchased.

11. How do I submit documentation?

If you are submitting a claim form online, you may submit documentation to support your claim of the alleged “bootloop” and/or “battery drain” issues to the Claims Administrator online.

If you are submitting a claim form by mail, you may include documentation to support your claim of the alleged “bootloop” and/or “battery drain” issues when you mail the claim form to the Claims Administrator.

Documentation to support a claim of “bootloop” and/or “battery drain” issues may include, but is not limited to, photographs, screenshots, emails, customer service chat logs, repair records, insurance claims, Return Merchandise Authorization (“RMA”) confirmations, or other credible contemporaneous evidence of alleged “bootloop” or “battery drain.” If you submit only an RMA as documentation, the Claims Administrator may require you to submit additional supporting documentation if necessary to establish that you experienced the alleged “bootloop” or “battery drain.”

12. What is the deadline for submitting a claim form?

To be eligible for payment, claim forms must be submitted electronically or postmarked no later than **September 3, 2019**.

13. When will I get my payment?

The Court will hold a hearing on **October 10, 2019 1:30 p.m.**, to decide whether to approve the Settlement. If the Settlement is approved, the Claims Administrator anticipates that payments will be sent out within 3 months.

Updates regarding the Settlement and when payments will be made will be posted on the Settlement website, www.Nexus6PSettlement.com.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in the case?

Yes. The Court appointed the law firms of Girard Sharp LLP and Chimicles Schwartz Kriner & Donaldson-Smith LLP to represent you and the other class members. These firms are called Class Counsel. You will not be charged for their services.

15. Should I get my own lawyer?

You do not need to hire your own lawyer, as Class Counsel is working on your behalf. If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer's services. For example, you can ask your own lawyer to appear in Court for you if you want someone other than Class Counsel to speak for you. You may also appear for yourself without a lawyer.

16. How will the lawyers be paid?

You do not have to pay Class Counsel. Class Counsel have not been paid for their services in this case since it began, and will seek an award of attorneys' fees not to exceed 30% of the Settlement Fund, in addition to reimbursement of reasonable litigation expenses. The fees will compensate Class Counsel for investigating the facts, litigating the case, and negotiating and presenting the Settlement for court approval.

Class Counsel will also ask the Court to approve service award payments of \$3,000 to each of the 13 individual class representatives. If approved, these awards (like any fee and cost award to Class Counsel) will be paid out of the Settlement Fund.

In addition, the costs of providing this notice and administering the Settlement are being paid out of the Settlement Fund.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from the Settlement and you want to keep your right, if any, to sue the defendants on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself from—or "opting-out" of—the settlement class.

17. How do I get out of the Settlement?

You may opt-out online by **September 3, 2019**, at www.Nexus6PSettlement.com. Click on the "Opt-Out" tab and provide the requested information. You may also opt-out by mailing the Opt-Out form available at www.Nexus6PSettlement.com to the Claims Administrator at

In re Nexus 6P Products Liability Litigation
c/o KCC Class Action Services
P.O. Box 404135
Louisville, KY 40233-4135

Mailed opt-out requests must be postmarked no later than **September 3, 2019**.

18. If I don't opt-out, can I sue Huawei or Google for the same thing later?

No. Unless you opt-out, you give up the right to sue Huawei and Google for the claims the Settlement resolves. You must exclude yourself from the class if you want to try to pursue your own lawsuit.

19. What happens if I opt-out?

If you opt-out of the Settlement, you will not have any rights as a member of the Settlement Class under the Settlement, you will not receive any payment as part of the Settlement, you will not be bound by any further orders or judgments in this case, and you will keep the right, if any, to sue on the claims alleged in the case at your own expense.

OBJECTING TO THE SETTLEMENT

20. How do I tell the Court if I don't like the Settlement?

If you're a class member and do not opt-out of the Settlement, you can ask the Court to deny approval of the Settlement by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or deny 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.

To object, you must file a document with the Court saying that you object to the proposed Settlement in *In re Nexus 6P Products Liability Litigation*, No. 5:17-cv-02185-BLF. Be sure to include:

- Your name, address, and signature; and
- A detailed statement of your objection, including the grounds for the objection together with any evidence you think supports it.

You can mail the objection by First Class U.S. Mail to the following address:

Class Action Clerk
U.S. District Court for the Northern District of California
280 South 1st Street, Room 2112
San Jose, CA 95113
Case No. 5:17-cv-02185-BLF

If you do not mail the objection, you must either deliver it in person to the above boxed address or file it electronically at <https://www.cand.uscourts.gov/cm-ecf>.

Your objection must be received by the Court no later than September 3, 2019.

21. What's the difference between objecting and excluding?

Objecting is telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting-out and telling the Court that you don't want to be part of the Settlement. If you opt-out of the Settlement, you cannot object to it because it no longer affects you. You cannot both opt-out and object to the Settlement.

THE COURT'S FINAL APPROVAL HEARING

22. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **October 10, 2019 at 1:30 p.m.**, in Courtroom 3 of the San Jose federal courthouse, located at 280 South 1st Street, San Jose, CA 95113.

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 listen to people who have asked to speak at the hearing.

The Court may also decide how much Class Counsel should receive in fees and expense reimbursements. After the hearing, the Court will decide whether to approve the Settlement.

The Court may reschedule the Final Approval Hearing or change any of the deadlines described in this notice. The date of the Final Approval Hearing may change without further notice to the class members. Be sure to check the website, www.Nexus6PSettlement.com, for news of any such changes. You can also access the case docket via the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>.

23. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you send an objection, you do not have to come to the hearing to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary.

24. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include a statement in your written objection (see Question 20) that you intend to appear at the hearing. Be sure to include your name, address, and signature as well.

You cannot speak at the hearing if you exclude yourself from the class.

IF I DO NOTHING

25. What happens if I do nothing at all?

If you do nothing, you'll be a member of the Settlement Class, you'll get no money from this Settlement, and you won't be able to sue either defendant for the conduct or violations alleged in this case.

GETTING MORE INFORMATION

26. Are more details about the Settlement available?

Yes. This notice summarizes the proposed Settlement—more details are in the Settlement Agreement and other important case documents. You can get a copy of these and other documents at www.Nexus6PSettlement.com, by contacting Class Counsel at apolk@girardsharp.com or bfj@chimicles.com, by accessing the docket in this case 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 at any of the Court's locations between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays:

- Robert F. Peckham Federal Building and United States Courthouse, 280 South 1st Street, San Jose, CA 95113
- Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102
- Ronald V. Dellums Federal Building & United States Courthouse, 1301 Clay Street, Oakland, CA 94612
- United States Courthouse, 3140 Boeing Avenue, McKinleyville, CA 95519

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

27. How do I get more information?

The website, www.Nexus6PSettlement.com, has the claim form, answers to questions about the Settlement, and other information to help you determine whether you are eligible for a payment.

You can also call or write to the Claims Administrator at:

In re Nexus 6P Products Liability Litigation
c/o KCC Class Action Services
P.O. Box 404135
Louisville, KY 40233-4135

Class Counsel can be reached using the following contact information:

- **Adam Polk.** Telephone: (415) 981-4800, Email: apolk@girardsharp.com
- **Ben Johns.** Telephone: (610) 642-8500, Email: benjohns@chimicles.com

EXHIBIT B

In re Nexus 6P Products Liability Litigation
c/o KCC Class Action Services
P.O. Box 404135
Louisville, KY 40233-4135



NXB

In re Nexus 6P Products Liability Litigation
UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF CALIFORNIA
No. 5:17-cv-02185-BLF (N.D. Cal.)

**Must Be Postmarked
No Later Than
September 3, 2019**

REQUEST FOR EXCLUSION

CLAIMANT INFORMATION

First Name				M.I.	Last Name			
Primary Address								
Primary Address Continued								
City						State	Zip Code	

IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT, YOU MUST SIGN AND FILL OUT THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE SEPTEMBER 3, 2019.

<p><i>In re Nexus 6P Products Liability Litigation</i> c/o KCC Class Action Services P.O. Box 404135 Louisville, KY 40233-4135</p>
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IT IS MY DECISION TO BE EXCLUDED FROM THE SETTLEMENT CLASS AND NOT TO RECEIVE ANY MONEY UNDER THE SETTLEMENT.

I hereby affirm under oath that (1) I am the person identified above and the information provided in this Request for Exclusion is, to the best of my knowledge, true and correct, and (2) I am in the United States and purchased a Nexus 6P smartphone in the United States, other than for resale, between September 29, 2015 and May 3, 2019, and (3) I am not an officer, director, employee, subsidiary, or affiliate of Huawei or Google; a judge assigned to the case or a member of their immediate family; or counsel for any of the parties. I have decided to be excluded from the Settlement Class, and I have decided not to participate in the proposed Settlement. I understand that by submitting this Request for Exclusion, I will not have any rights as a member of the Settlement Class under the Settlement, I will not receive any payment as part of the Settlement, I will not be bound by any further orders or judgments in this case, I will not be entitled to submit an objection to the Settlement, and I will keep the right, if any, to sue on the claims alleged in the case at my own expense.

Signature: _____

Dated: _____
mm/dd/yyyy

Print Name: _____



FOR CLAIMS PROCESSING ONLY	OB <input type="checkbox"/>	CB <input type="checkbox"/>	<input type="radio"/> DOC <input type="radio"/> LC <input type="radio"/> REV	<input type="radio"/> RED <input type="radio"/> A <input type="radio"/> B
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EXHIBIT C

PIN: <<PIN>>

Please Click Here to file a claim: <<Link>>

You are receiving this email because records show that you may have purchased a Nexus 6P between September 29, 2015 and May 3, 2019. If so, you may be eligible to receive money from a class action settlement. You can file a claim to collect your recovery in just a few minutes.

To file a claim click here: www.Nexus6PSettlement.com.

A federal court approved this notice to inform you that a proposed Settlement has been reached in *In re Nexus 6P Products Liability Litigation*, Case No. 5:17-cv-02185-BLF, a class action lawsuit brought against Huawei Device USA, Inc. and Google LLC. The case concerns Nexus 6P smartphones. Plaintiffs say the Nexus 6P is defective, resulting in two alleged issues: “bootloop” or “battery drain.” “Bootloop” is when a Nexus 6P allegedly begins randomly rebooting, and in some instances fails permanently in an endless bootloop cycle, where the phone constantly reboots without ever advancing to the home screen, and in some instances, may stop booting altogether. “Battery drain” is when a Nexus 6P allegedly has a noticeable decrease in battery life, or shuts off suddenly, even when its battery life icon shows that it is charged.

Defendants deny these claims.

Visit the settlement website www.Nexus6PSettlement.com or call 1-855-336-4167 for information about determining whether you are a member of the class, to learn more about your rights and to learn more about this lawsuit. If you are a member of the class and you wish to get money from this Settlement, you must file a valid claim by September 3, 2019.

To contact Class Counsel, please call or email Adam Polk or Ben Johns using the following contact information:

- **Adam Polk.** Telephone: (415) 981-4800; Email: apolk@girardsharp.com
- **Ben Johns.** Telephone: (610) 642-8500; Email: benjohns@chimicles.com

You may contact the Claims Administrator at 1-855-336-4167 or *In re Nexus 6P Products Liability Litigation*, c/o KCC Class Action Services, P.O. Box 404135 Louisville, KY 40233-4135.

The Court will hold a Final Approval Hearing on **October 10, 2019 at 1:30 p.m.**, in Courtroom 3 of the San Jose federal courthouse, located at 280 South 1st Street, San Jose, CA 95113. The Court can only approve or deny the Settlement, and cannot change the terms of the Settlement.

The Court may reschedule the Final Approval Hearing or change any of the deadlines described in this notice. The date of the Final Approval Hearing may change without further notice to the class members. Be sure to check the website, www.Nexus6PSettlement.com, for news of any such changes. You can also access the case docket via the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>.

The deadline to opt-out of the Settlement or object to the Settlement is September 3, 2019. You may opt-out online by September 3, 2019 at www.Nexus6PSettlement.com or by mailing the Opt-Out form available at www.Nexus6PSettlement.com to the Claims Administrator at *In re Nexus 6P Products Liability Litigation*, c/o KCC Class Action Services, P.O. Box 404135 Louisville, KY 40233-4135. Mailed opt-out requests must be postmarked no later than September 3, 2019. If you opt-out of the Settlement, you will not have any rights as a member of the Settlement Class under the Settlement; you will not receive any payment as part of the Settlement; you will not be bound by any further orders or judgments in this case; and you will keep the right, if any, to sue on the claims alleged in the case at your own expense.

If you wish to object to the Settlement, you must send a written objection to the Court, following the instructions available at section 20 of the long-form notice posted on the website. Your objection must be received by the Court no later than September 3, 2019.

You may access the docket in this case 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 at any of the Court’s locations between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays:

1. Robert F. Peckham Federal Building and United States Courthouse
280 South 1st Street, San Jose, CA 95113
2. Phillip Burton Federal Building & United States Courthouse
450 Golden Gate Avenue, San Francisco, CA 94102
3. Ronald V. Dellums Federal Building & United States Courthouse
1301 Clay Street, Oakland, CA 94612
4. United States Courthouse
3140 Boeing Avenue, McKinleyville, CA 95519

For a copy of the Settlement Agreement or Claim Form, visit www.Nexus6PSettlement.com or Call Toll-Free 1-855-336-4167.

EXHIBIT D

In re Nexus 6P Products Liability Litigation
c/o KCC Class Action Services
P.O. Box 404135
Louisville, KY 40233-4135

2D



Postal Service: Please Do Not Mark Barcode

NXB-«Claim8»-<<CkDig>>

Claim ID: <<Claim8>>

PIN: <<PIN>>

«FirstNAME» «LastNAME»

«Addr1» «Addr2»

«City», «State»«FProv» «Zip»«FZip»

«FCountry»

See other side for details

LEGAL NOTICE

NXB

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

In re Nexus 6P Products Liability Litigation, No. 5:17-cv-02185-BLF (N.D. Cal.)
United States District Court for the Northern District of California

A court authorized this notice. This is not a solicitation from a lawyer.

A \$9.75 million settlement has been reached with Huawei and Google in a class action lawsuit involving Nexus 6P smartphones. Plaintiffs allege the Nexus 6P is defective resulting in two different issues: "bootloop" and "battery drain." "Bootloop" is when a Nexus 6P allegedly begins randomly rebooting, and in some instances fails permanently in an endless bootloop cycle, where the phone constantly reboots without ever advancing to the home screen, and in some instances, may stop booting altogether. "Battery drain" is when a Nexus 6P allegedly has a noticeable decrease in battery life, or shuts off suddenly even when its battery life icon shows that it is charged. Defendants deny these claims.

WHO IS INCLUDED?

You are a member of the class and eligible for payment if you are in the United States and bought a Nexus 6P smartphone, other than for resale, between September 29, 2015 and May 3, 2019. Excluded from the Settlement Class are (a) Huawei and Google, and their officers, directors, employees, subsidiaries, and affiliates; (b) all judges assigned to this case and any members of their immediate families; and (c) the parties' counsel in this litigation.

WHAT CAN I GET?

If you are a member of the class, you can receive money from the Settlement by making a claim. The defendants will pay \$9,750,000 into a Settlement Fund. After deduction of the costs of notice and settlement administration, any award of attorneys' fees (up to 30% of the Settlement Fund), litigation costs, and any service awards for the class representatives, the Settlement Fund will be distributed to class members who submit valid claims.

DO I HAVE TO SUBMIT A CLAIM?

In order to receive money from this Settlement, you must submit a completed Claim Form postmarked by September 3, 2019. If you are a member of the class, you can submit a Claim Form at www.Nexus6PSettlement.com. You may also contact the Claims Administrator to request a paper Claim Form by telephone at 1-855-336-4167, by email at info@nexus6psettlement.com or U.S. mail at: *In re Nexus 6P Products Liability Litigation*, c/o KCC Class Action Services, P.O. Box 404135 Louisville, KY 40233-4135. You may submit your Claim Form online, by email or by mail.

YOUR OTHER OPTIONS

If you wish to be excluded from the Settlement class, you must submit your exclusion request online or mail your written exclusion request postmarked by September 3, 2019. If you submit a Claim Form or do nothing, you will be bound by the Settlement terms and the orders issued by the Court concerning the Settlement. If you do not exclude yourself from the Settlement class, you may object to the Settlement. Your written objection must be received by the Court by September 3, 2019. For specific information on how to submit a written exclusion request or objection, and the requirements for each, please visit www.Nexus6PSettlement.com.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing on October 10, 2019 to consider whether to approve the Settlement, and to consider requests by Class Counsel for attorneys' fees and costs and for service awards for the representative class plaintiffs. The date and/or time of the hearing may change. Please check www.Nexus6PSettlement.com for updates.

FOR ADDITIONAL INFORMATION ABOUT THE SETTLEMENT

THIS IS ONLY A SUMMARY. For more information regarding your rights and options, visit the Settlement website: www.Nexus6PSettlement.com. You may also call toll-free 1-855-336-4167, or write to: *In re Nexus 6P Products Liability Litigation*, c/o KCC Class Action Services, P.O. Box 404135 Louisville, KY 40233-4135.

For a copy of the Settlement Agreement or Claim Form, visit www.Nexus6PSettlement.com or Call Toll-Free 1-855-336-4167.