

UNITED STATES DISTRICT COURT - NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

*In re Carrier IQ, Inc. Consumer Privacy Litigation*, Case No. 12-md-02330-EMC

**If you purchased, owned, or were an authorized user of a mobile device made by HTC, Huawei, LG, Motorola, Pantech, or Samsung, with service on AT&T, Cricket, Sprint, or T-Mobile, you could get a payment from a class action settlement. No one knows how many claims will be submitted. Please note that if there is a high volume of claims this could result in small-value cash payments or no payments to eligible class members.**

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

- A proposed settlement has been reached in a class action lawsuit concerning software deployed on mobile devices made by HTC, Huawei, LG, Motorola, Pantech, or Samsung, with service provided by AT&T, Cricket, Sprint, or T-Mobile that a person purchased, owned, or was an Authorized User of between December 1, 2007 and March 1, 2016.
- The settlement provides for a \$9 million fund that will cover payments, on the conditions set forth in the Amended Stipulation of Settlement and Release (“Amended Settlement Agreement”), to Settlement Class Members (as defined below). To receive money from the settlement, you must file a valid and timely claim.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>SUBMIT A CLAIM FORM BY JUNE 4, 2016</b>	The only way to get a payment per the conditions set forth in the Amended Settlement Agreement.
<b>EXCLUDE YOURSELF BY JUNE 4, 2016</b>	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Defendants about the legal claims in this case.
<b>OBJECT BY JUNE 4, 2016</b>	Write to the Court about why you don’t like the settlement. You may also appear at the Final Approval Hearing on July 28, 2016 and ask to speak about the fairness of the settlement.  If you file an objection and you want to remain eligible to receive a payment from the settlement, you must also file a valid claim. If you don’t file a claim, you will receive no cash payment if the settlement is approved.
<b>DO NOTHING</b>	Get no payment. Give up rights.

- 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. Please be patient.

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**BASIC INFORMATION**

**1. Why did I receive this notice?**

If between December 1, 2007 and March 1, 2016 you purchased, owned, or were an Authorized User of a mobile device made by HTC, Huawei, LG, Motorola, Pantech, or Samsung, with service provided by AT&T, Cricket, Sprint, or T-Mobile, your rights may be affected by a proposed class action settlement. The Court has ordered this Notice because Settlement Class Members, as defined below, have a right to know about the settlement, and about their options, before the Court decides whether to approve the settlement. If the Court approves it and after objections and appeals are resolved, the Settlement Administrator appointed by the Court will make the payments that the settlement allows. You will be informed of the progress of the settlement.

This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. The case is known as *In re Carrier IQ, Inc. Consumer Privacy Litigation*, Case No. 12-md-02330 in the United States District Court for the Northern District of California. The judge overseeing this case is the Hon. Edward M. Chen. The people who sued are called Plaintiffs, and the companies they sued are called the Defendants.

**2. Why is this a class action?**

In a class action, one or more people, called Class Representatives or Named Plaintiffs (in this case, Patrick Kenny, Daniel Pipkin, Jennifer Patrick, Dao Phong, Ryan McKeen, Leron Levy, Luke Szulczewski, Michael Allan, Gary Cribbs, Shawn Grisham, Bobby Cline, Mark Laning, Clarissa Portales, Douglas White, Eric Thomas, Brian Sandstrom, and Colleen Fischer), sue on behalf of class of people who have similar claims. One court resolves the issues for all members of the class, except for those who timely exclude themselves from the class.

**3. What is this lawsuit about?**

This lawsuit concerns software developed by Defendant Carrier iQ and deployed on millions of U.S. mobile devices. Plaintiffs allege that the software, in addition to gathering data about cellular service quality, intercepted private communications, content, and data on these devices. Plaintiffs allege that under certain circumstances, this private content has been, or could have been, transmitted off mobile devices without customers’ knowledge to third parties, including at least one device manufacturer and the author of the Android operating system. The lawsuit alleges violations of the Federal Wiretap Act, various state privacy and wiretap acts, various state consumer protection acts, the Magnuson-Moss Warranty Act, and the implied warranty of merchantability under various state laws. Defendants deny these allegations.

Defendants are Carrier iQ, Inc.; HTC America, Inc.; HTC Corporation; Huawei Device USA, Inc.; LG Electronics MobileComm U.S.A., Inc.; LG Electronics, Inc.; Motorola Mobility LLC; Pantech Wireless, Inc.; Samsung Electronics America, Inc.; and Samsung Electronics Co., Ltd.

**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 cost of a trial, and the people affected will get compensation either directly or on their behalf. The Class Representatives and their attorneys think the settlement is in the best interests of the Plaintiffs and the Settlement Class Members (as defined below).

**WHO IS IN THE SETTLEMENT**

To see if you may claim money from this settlement, you first have to determine if you are a Settlement Class Member.

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

The Settlement Class has been defined as “All persons in the United States who, during the Class Period, purchased, owned, or were an Authorized User of any Covered Mobile Device.” Any person within the Settlement Class is a Settlement Class Member.

- The Class Period is December 1, 2007 through March 1, 2016.
- An Authorized User is a person authorized by name on the Wireless Provider account for a Covered Mobile Device during the Class Period. Authorized User also means a person who, during the Class Period, purchased or owned a Covered Mobile Device identified on the Wireless Provider account of another person (such as the Wireless Provider account of a family member or spouse) by the telephone number assigned to it.
- A Covered Mobile Device is a telephone or tablet manufactured or marketed by any Manufacturer Defendant that was equipped with Carrier iQ software at the time of sale to end users of the Covered Mobile Device.
- Manufacturer Defendants are HTC America, Inc.; HTC Corporation; Huawei Device USA, Inc.; LG Electronics MobileComm U.S.A., Inc.; LG Electronics, Inc.; Motorola Mobility LLC; Pantech Wireless, Inc.; Samsung Electronics America, Inc.; and Samsung Electronics Co., Ltd.
- Wireless Provider means AT&T Mobility, Cricket, Sprint, or T-Mobile, as operator of, or in the case of Cricket, an entity providing services over, a wireless network in the United States.

Affected models include:

**HTC**

<b>Model Name</b>	<b>Carrier</b>	<b>Model Name</b>	<b>Carrier</b>
Amaze 4G	T-Mobile	HTC One M7	AT&T
Desire Eye	AT&T	HTC One M7	T-Mobile
EVO 3D	Sprint	HTC One M8	AT&T
EVO 4G	Sprint	HTC One S	T-Mobile
EVO Design 4G	Sprint	Snap	Sprint
EVO Shift 4G	Sprint	Touch Pro2	Sprint
Hero	Sprint	Vivid	AT&T

**Huawei**

<b>Model Name</b>	<b>Model No.</b>	<b>Carrier</b>	<b>Model Name</b>	<b>Model No.</b>	<b>Carrier</b>
Ascend II	M865	Cricket	MyTouch Q	U8730	T-Mobile
Express	M650	Sprint	Pillar	M615	Cricket
Fusion	U8652	ATT	Prism	U8651 S	T-Mobile
Mercury	U8860/M886	Cricket	Prism2	U 8686	T-Mobile
MyTouch	U8680	T-Mobile	Summit	U8651 T	T-Mobile

**LG**

<b>Model Name</b>	<b>Carrier</b>	<b>Model Name</b>	<b>Carrier</b>
LG102	Sprint	LGH950 G Flex2	AT&T
LG-150	Sprint	LGP505 Phoenix	AT&T
LG855 Marquee	Sprint	LGP506 Thrive	AT&T
LGC410 Xpression 2	AT&T	LGP659 Optimus F3	T-Mobile
LGC729 DoublePlay	T-Mobile	LGP925 Thrill 4G	AT&T
LGC800 myTouch Q	T-Mobile	LN240 Remarq	Sprint
LGD415 Optimus L90	T-Mobile	LN510 Rumor Touch	Sprint
LGD500 Optimus F6	T-Mobile	LS670 Optimus S	Sprint
LGD520 Optimus F3Q	T-Mobile	LS855 Marquee	Sprint
LGD631 G Vista	AT&T	LX160	Sprint
LGD725 G3 Vigor	AT&T	LX260 Rumor	Sprint
LGD800 G2	AT&T	LX265 Rumor 2	Sprint
LGD801 G2	T-Mobile	LX290	Sprint
LGD850 G3	AT&T	LX350	Sprint
LGD851 G3	T-Mobile	LX370	Sprint
LGD950 G Flex	AT&T	LX400	Sprint
LGD959 G Flex	T-Mobile	LX550 Fusic	Sprint
LGE739 myTouch	T-Mobile	LX570 Muziq	Sprint
LGE980 Optimus G Pro	AT&T	LX600 Lotus	Sprint
LGH443 Escape2	AT&T	LX610 Lotus Elite	Sprint
LGH810 G4	AT&T	MS323 Optimus L70	metroPCS
LGH900 V10	AT&T	MS395 LGD415 Optimus F60	metroPCS

**Motorola**

<b>Model Name</b>	<b>Carrier</b>	<b>Model Name</b>	<b>Carrier</b>
Motorola Admiral	Sprint	Motorola Bravo	AT&T
Motorola Atrix 2	AT&T	Motorola Titanium	Sprint

**Pantech****Model Name**

Breeze IV/Snap (P2050)  
 Breeze III/Revere (P2030)  
 Flora/Ease II (P6070)  
 Link2 (P5000)

**Carrier**

AT&T  
 AT&T  
 AT&T  
 AT&T

**Model Name**

Pocket/Mini (P9060)  
 Pursuit II/Lyidian (P6010)  
 Renue/BumbleBee (P6030)

**Carrier**

AT&T  
 AT&T  
 AT&T

**Samsung****Model Name**

Boost Factor  
 Chrono  
 Comment  
 Conquer 4G  
 Epic 4G  
 Epic 4G Touch  
 Exclaim  
 Galaxy Avant  
 Galaxy Avant  
 Galaxy Exhibit  
 Galaxy Exhibit  
 Galaxy Exhibit 4G  
 Galaxy Light  
 Galaxy Light  
 Galaxy Mega 2  
 Galaxy Note 10.1  
 Galaxy Note 4  
 Galaxy Note 4  
 Galaxy Note 5  
 Galaxy Note Edge  
 Galaxy Note Edge  
 Galaxy S 4  
 Galaxy S 4  
 Galaxy S 5  
 Galaxy S 5  
 Galaxy S 5  
 Galaxy S 5 Active  
 Galaxy S III  
 Galaxy S III  
 Galaxy S III Mini  
 Galaxy S IV Active  
 Galaxy S IV Mini  
 Galaxy S Relay  
 Galaxy S5 Active  
 Galaxy S5 Mini  
 Galaxy S6  
 Galaxy S6 Active  
 Galaxy S6 Edge

**Model No.**

SPH-M260  
 SCH-R261  
 SCH-R380  
 SPH-D600  
 SPH-D700  
 SPH-D710  
 SPH-M550  
 SM-G386T  
 SM-G386T1  
 SGH-T599  
 SGH-T599N  
 SGH-T679  
 SGH-T399  
 SGH-T399N  
 SM-G750A  
 SM-P607T  
 SM-N910A  
 SM-N910T  
 SM-N920A  
 SM-N915A  
 SM-N915T  
 SGH-M919  
 SGH-M919N  
 SM-G900A  
 SM-G900T  
 SM-G900T1  
 SM-G870A  
 SGH-T999  
 SGH-T999N  
 SM-G730A  
 SGH-I537  
 SGH-I257  
 SGH-T699  
 SM-G870A  
 SM-G800A  
 SM-G920A  
 SM-G890A  
 SM-G925A

**Carrier**

Sprint  
 Cricket  
 Cricket  
 Sprint  
 Sprint  
 Sprint  
 Sprint  
 T-Mobile  
 T-Mobile  
 T-Mobile  
 T-Mobile  
 T-Mobile  
 T-Mobile  
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 AT&T

**Model Name**

Galaxy S6 Edge+  
 Galaxy SII  
 Galaxy Tab  
 Galaxy Tab 3  
 Galaxy Tab 3 7.0  
 Galaxy Tab 4 8.0  
 Galaxy Tab S  
 Highnote  
 Hue  
 Instinct  
 Instinct HD  
 Instinct S30  
 Intercept  
 Intrepid  
 M220  
 M240  
 M320  
 M330  
 Mega  
 Messenger Touch  
 Moment  
 Note III  
 Pierre  
 Pierre  
 Prevail  
 Rant  
 Reclaim  
 Replenish  
 Restore  
 Seek-XTM  
 Skyrocket  
 Tab II 10.1  
 Transform  
 Transform Ultra  
 Trender  
 Z400  
 Zoom

**Model No.**

SM-G928A  
 SGH-T989  
 SPH-P100  
 SM-T217T  
 SM-T217A  
 SM-T337T  
 SM-T807T  
 SPH-M630  
 SCH-R500  
 SPH-M800  
 SPH-M850  
 SPH-M810  
 SPH-M910  
 SPH-I350  
 SPH-M220  
 SPH-M240  
 SPH-M320  
 SPH-M330  
 SGH-I527  
 SCH-R631  
 SPH-M900  
 SM-N900A  
 SPH-M360  
 SPH-M370  
 SPH-M820  
 SPH-M540  
 SPH-M560  
 SPH-M580  
 SPH-M570  
 SPH-M350  
 SGH-I727  
 SGH-T779  
 SPH-M920  
 SPH-M930  
 SPH-M380  
 SPH-Z400  
 SM-C105A

**Carrier**

AT&T  
 T-Mobile  
 Sprint  
 T-Mobile  
 AT&T  
 T-Mobile  
 T-Mobile  
 Sprint  
 Cricket  
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 AT&T  
 Cricket  
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 AT&T  
 Sprint  
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 Sprint  
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 AT&T  
 AT&T  
 T-Mobile  
 Sprint  
 Sprint  
 Sprint  
 AT&T

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

If you are still not sure whether you are included, you can get more information at [www.carrieriqsettlement.com](http://www.carrieriqsettlement.com). You may also call the Settlement Administrator at 1-877-368-7154 or send an email to [info@carrieriqsettlement.com](mailto:info@carrieriqsettlement.com). In addition, you may contact Class Counsel at the address and phone number listed in Question 21.

### THE SETTLEMENT BENEFITS—WHAT YOU GET

## 7. What benefits does the settlement provide?

### i. Cash Payments

Defendants have agreed to create a \$9 million Gross Settlement Fund that will cover payments to Settlement Class Members who file a timely and valid claim ("Eligible Class Members"). Subject to Court approval, the following amounts will be paid from the Gross Settlement Fund: (a) Service awards (up to \$5,000 each) for each of the 17 Class Representatives and a former Named Plaintiff for their efforts in bringing and prosecuting this matter; (b) attorneys' fees, equal to 25% of the Gross Settlement Fund (\$2.25 million), together with actual out of pocket costs and expenses of suit incurred by Class Counsel and members of the Court appointed Executive Committee; (c) the Settlement Administrator's fees and costs, including the costs of notice to the Settlement Class per the plan appended to the Amended Settlement Agreement (currently estimated to be \$999,855, subject to change based on the number of claims received); and (d) taxes, if any. The remaining amount ("Net Settlement Fund") will be available for cash payments to Eligible Class Members on a *pro rata* basis.

### ii. Potential *Cy Pres* Distribution

**Please note: No one knows how many Settlement Class Members will submit claims for cash payments. If a high volume of eligible claims make it economically infeasible to make cash distributions to eligible claimants, then, subject to Court approval, the Net Settlement Fund will be distributed equally to three *cy pres* recipients on behalf of the Settlement Class, each of which advocates on behalf of and/or performs research seeking to advance consumer electronic privacy: the Electronic Frontier Foundation, the Center for Democracy and Technology, and CyLab Usable Privacy and Security Laboratory at Carnegie Mellon University. If this occurs, Eligible Class Members will not receive any monetary compensation directly.**

### iii. Injunctive Relief

In addition to the Gross Settlement fund, Defendant Carrier iQ agreed as part of the Amended Settlement Agreement to provide certain non-monetary relief, including the capability for wireless carriers to designate a port on a mobile device separate from the one used to send and receive SMS text messages for communicating instructions to the Carrier iQ software; privacy safeguards for URL metrics requested by Carrier iQ customers; and guidance to handset manufacturers on disabling logging functions that may be used during the debugging process before shipping devices for production. As part of the settlement, Carrier iQ represents and warrants that it implemented this relief prior to a sale of its assets to AT&T Mobility IP, LLC in 2015.

### iv. Error Remediation

Carrier iQ also has fixed a software bug that had created the potential for the collection of data during error conditions, and prior to the 2015 sale of its assets to AT&T Mobility, it created testing protocols to prevent similar bugs in future deployments.

### THE LAWYERS REPRESENTING YOU

## 8. Do I have a lawyer in this case?

The Court has appointed the law firms of Hagens Berman Sobol Shapiro LLP and Pearson, Simon & Warshaw, LLP to represent you and other Settlement Class Members. Together, the lawyers are called Class Counsel. You will not be charged separately for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

## 9. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees equal to 25% of the Gross Settlement Fund (\$2.25 million) and the actual out of pocket costs and expenses of litigation incurred by Class Counsel or the Court appointed Executive Committee not to exceed \$160,000. These amounts are all subject to Court approval, and the Court may award less than these amounts. Defendants have agreed not to oppose these requests for fees costs, and expenses.

### HOW YOU APPLY FOR A PAYMENT—SUBMITTING A CLAIM FORM

## 10. How can I apply for a payment?

To qualify for payment, you must submit a claim by June 4, 2016. You may file your claim online or via U.S. Mail, email, or fax.

*Online:*

- Go to [www.carrieriqsettlement.com](http://www.carrieriqsettlement.com), either on your computer or with your mobile device to file your claim online.
- If submitted online, your claim must be received no later than June 4, 2016.

*By U.S. Mail, email, or fax:*

- Go to [www.carrieriqsettlement.com](http://www.carrieriqsettlement.com) to download a claim form, or request one by calling 1-877-368-7154, emailing [info@carrieriqsettlement.com](mailto:info@carrieriqsettlement.com), or sending a request to *Carrier IQ Settlement Administrator*, c/o Gilardi & Co. LLC, P.O. Box 30201, College Station, TX 77842-3201.
- Submit your completed claim form by U.S. Mail, email, or fax to:

*Carrier IQ Settlement Administrator*  
c/o Gilardi & Co. LLC  
P.O. Box 30201  
College Station, TX 77842-3201  
[info@carrieriqsettlement.com](mailto:info@carrieriqsettlement.com)  
Fax: 1-415-256-9756

- If mailed, claim forms must be postmarked no later than June 4, 2016. If submitted by email or fax, claim forms must be received by June 4, 2016.

Remember, you must submit your claim by June 4, 2016 to be eligible for a payment.

### **11. When would I get my payment?**

The Court will hold a hearing on July 28, 2016 to decide whether to approve the settlement. If Judge Chen approves the settlement, after that, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, likely more than a year. Everyone who sends in a claim form will be informed of the progress of the settlement by way of information posted on the settlement website at [www.carrieriqsettlement.com](http://www.carrieriqsettlement.com). Please be patient.

### **12. What am I giving up to get a payment or stay in the Settlement Class?**

Unless you exclude yourself, you are staying in the Settlement Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues in *this* case. It also means that all of the Court's orders will apply to you and legally bind you. If you stay in the class, regardless of whether you file a claim for payment, you will release all legal claims you may have against Defendants as to the facts, activities, or circumstances alleged in this Action. In brief, these are the legal claims that relate to the Carrier iQ software's alleged interception and transmission of private data on certain mobile devices during the Class Period. These include legal claims under the Federal Wiretap Act, various state privacy and wiretap acts, various state consumer protection acts, the Magnuson-Moss Warranty Act, and the implied warranty of merchantability under various state laws. The "Release of Claims," included in the Claim Form, describes exactly the legal claims that you give up if you stay in the class. If you sign the claim form, you will agree to a "Release of Claims" attached to the claim form, which describes exactly the legal claims that you give up if you get settlement benefits, whether by direct cash payment or by way of contribution to the three *cy pres* recipients listed in Section 7.ii above.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS**

If you don't want a payment from this settlement, but you want keep the right to sue or continue to sue Defendants on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself from the Settlement Class—sometimes referred to as opting out of the Settlement Class.

### **13. How do I get out of the settlement Class?**

To exclude yourself from the Class settlement, you must send a letter by mail saying that you want to be excluded from the *In re Carrier IQ, Inc. Consumer Privacy Litigation* settlement. You must include your name, address, telephone number, email address, and your personal signature. You must mail your exclusion request postmarked no later than June 4, 2016, to:

*Carrier IQ Settlement Exclusions*  
c/o Gilardi & Co. LLC  
P.O. Box 6002  
Larkspur, CA 94977-6002

You can't exclude yourself on the phone or by email. If you ask to be excluded, you may not claim and will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by the settlement in this lawsuit. You may be able to sue (or continue to sue) Defendants in the future.

### **14. If I don't exclude myself, can I sue Defendants for the same thing later?**

No. Unless you exclude yourself, you give up the right to sue Defendants for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is June 4, 2016.

### **15. If I exclude myself, can I submit a claim for money from this settlement?**

No. If you exclude yourself, do not send in a claim form to ask for any money. But, you may sue, continue to sue, or be part of a different lawsuit against Defendants.

## OBJECTING TO THE SETTLEMENT

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

### 16. How do I tell the Court that I don't like the settlement?

If you're a Settlement Class Member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter to the Court saying that you object to the settlement in *In re Carrier IQ, Inc. Consumer Privacy Litigation*. You must state the basis for your objection and include any supporting papers. Be sure to include your name, address, telephone number, email address, and your signature.

To be considered, your objection must be sent to the Court by June 4, 2016. If you are represented by counsel, your objection must be filed through the court's Case Management/Electronic Case Filing (CM/ECF) system. Otherwise, mail your objection to the address below:

**Clerk of Court**  
Office of the Clerk  
United States District Court  
450 Golden Gate Avenue  
San Francisco, CA 94102-3489

*In-Person Alternative:* Instead of mailing your objection, you may file your objection with the court in person at any location of the United States District Court for the Northern District of California.

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a larger 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.

The Court will consider objections at the Fairness Hearing described in Question 19. You may appear at the hearing and ask to speak about the fairness of the settlement by following the instructions in Question 21. If you want to remain eligible to receive a payment from the settlement, even if you file an objection, you must also file a claim form. If you don't file a valid claim, you will not be eligible to receive a cash payment if the settlement is approved.

### 17. What's the difference between objecting and excluding?

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

## IF YOU DO NOTHING

### 18. What happens if I do nothing at all?

If you do nothing, you won't be able to claim money from this settlement. But, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any Defendants about the legal issues in this case, ever again.

## THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

### 19. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at 1:30 p.m. on July 28, 2016, at the United States District Court for the Northern District of California, 450 Golden Gate Avenue, Courtroom 5 – 17<sup>th</sup> Floor, San Francisco, CA 94102. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Chen will listen to people who have asked to speak at the hearing. However, if you wish to speak, you must file a "Notice of Intention to Appear" as explained in response to Question 21, below. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

### 20. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Chen 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. As long as you filed your written objection with the Court on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

### 21. May I speak at the hearing?

You 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 Intention to Appear in *In re Carrier IQ, Inc. Consumer Privacy Litigation*." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than June 4, 2016, and be sent to Class

Counsel, and Defendants' Counsel, and the Clerk of the Court at the three addresses below. You cannot speak at the hearing if you excluded yourself.

<b>Class Counsel</b>	<b>Defendants' Counsel</b>	<b>Clerk of Court</b>
Daniel L. Warshaw PEARSON SIMON & WARSHAW, LLP 15165 Ventura Boulevard Suite 400 Sherman Oaks, CA 91403	Tyler Newby Fenwick & West LLP 555 California Street 12th Floor San Francisco, CA 94104	Office of the Clerk United States District Court 450 Golden Gate Avenue San Francisco, CA 94102-3489  <i>In-Person Alternative:</i> Instead of mailing your letter, you may file it in person at any location of the United States District Court for the Northern District of California.

### GETTING MORE INFORMATION

#### 22. Are there more details about the settlement? How do I get more information?

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the Amended Settlement Agreement available at [www.carrieriqsettlement.com](http://www.carrieriqsettlement.com). You may also review the Amended Settlement Agreement and other court documents by accessing the Court 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, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

For questions about the settlement or the claims process, you may contact the Settlement Administrator at 1-877-368-7154, [info@carrieriqsettlement.com](mailto:info@carrieriqsettlement.com), [www.carrieriqsettlement.com](http://www.carrieriqsettlement.com).

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