

Lynch et al. v. Motorola Mobility LLC and Lenovo (United States) Inc.
Case No. 1:16-cv-04524 (N.D. Ill.)
Settlement Agreement

This Settlement Agreement (“Agreement” or “Settlement”) is entered into as of August 14, 2017, between Douglas Lynch, Jariel Arias, Kyle Johnson, Janna Laverdiere, Robert Mahon, and Jeffrey Sanders (“Plaintiffs”) and Motorola Mobility LLC d/b/a Motorola and Lenovo (United States) Inc. (“Motorola”) (collectively, the “Parties”). It is hereby agreed between Plaintiffs, on behalf of themselves and the Settlement Classes, and Motorola, that the class action lawsuit entitled *Lynch et al. v. Motorola Mobility LLC and Lenovo (United States) Inc.*, Case No. 1:16-cv-04524 (N.D. Ill.) in the Northern District of Illinois is settled, compromised, and dismissed on the merits and with prejudice on the terms and conditions set forth in this Agreement, including the release set forth herein, subject to the Court’s approval.

On April 21, 2016, Plaintiff Douglas Lynch filed a class action complaint in the Northern District of Illinois against Motorola on behalf of himself and a class of similarly situated Motorola customers, alleging claims related to a Motorola smart watch device he allegedly had purchased. The litigation is styled *Lynch et al. v. Motorola Mobility LLC and Lenovo (United States) Inc.*, Case No. 1:16-cv-04524 (N.D. Ill.) (“Litigation”).

On May 18, 2016, Plaintiffs, on behalf of themselves and a class of similarly situated Motorola customers, filed a First Amended Class Action Complaint (the “Amended Complaint”) broadening the scope of the putative classes by alleging claims related to a number of Motorola smart watch and cell phone devices they allegedly had purchased as had similarly situated Motorola customers. Plaintiffs have alleged that Motorola failed to provide warranty service consistent with its express warranty obligations. The Amended Complaint includes claims for breach of warranty, violation of the Magnuson-Moss Warranty Act, violation of the Arizona Consumer Fraud Act, violation of the Georgia Fair Business Practices Act, violation of the

Florida Deceptive and Unfair Trade Practices Act, violation of the Texas Deceptive Trade Practices – Consumer Protection Act, and Unjust Enrichment.

Motorola denies all claims asserted in the Litigation, and on July 18, 2016, Motorola moved to dismiss Plaintiffs’ Amended Complaint and strike Plaintiffs’ class action allegations on multiple grounds. Plaintiffs opposed Motorola’s motion. The Court heard oral argument on Motorola’s motion on October 19, 2016, but, as of the date of this Agreement, has not entered an order on the motion.

The Parties have engaged in good faith, arms-length settlement negotiations for several months. As part of the negotiations, Plaintiffs requested, and Motorola provided, information concerning Motorola’s warranty claim fulfillment procedures, the length of time in which Motorola responds to warranty claims, customer satisfaction rates, and the extent to which Motorola’s records are sufficient to identify individuals subject to Motorola’s alleged warranty failures and violations.

The Parties recognize that the ultimate outcome in the Litigation is uncertain and further recognize that achieving a final result through litigation would require substantial additional risk, discovery, time and expense.

The Parties have agreed to settle Plaintiffs’ claims on behalf of Plaintiffs and members of the Settlement Classes defined as follows:

Injunctive Relief Class

All persons in the United States who purchased a Motorola cell phone or smart watch (“device” or collectively, “devices”) between November 1, 2012, and August 14, 2017, and who have submitted, or within the remaining warranty period submit, the device for warranty repairs that qualified as a valid warranty claim under Motorola’s corresponding device warranty.

Damages Class

All persons in the United States who purchased a Motorola cell phone or smart watch (“device” or collectively, “devices”), submitted the device for warranty repairs that qualified as a valid warranty claim under Motorola’s corresponding device warranty between November 1, 2012, until August 14, 2017, and meet at least one of the following criteria:

- An Advanced Exchange Program security deposit was charged but never released;
- Motorola did not ship a replacement device within 10 days of receiving the Advanced Exchange Program fee;
- Motorola did not ship a repaired or replacement device within 20 days of Motorola receiving the original device; or
- Never received a repaired or replacement device and were not credited with a refund.

Plaintiffs, on behalf of themselves and the proposed classes, and their counsel have concluded that—after conducting an extensive investigation and evaluation into the facts and law related to Plaintiffs’ claims in the Litigation, the merits of the claims asserted in the Litigation, consideration of the circumstances of the case, the merits of the defenses raised by Motorola, the risks of continued litigation, and having engaged in extensive arm’s-length negotiations with Motorola including obtaining discovery to confirm representations made by Motorola in the context of settlement negotiations before entering in this Agreement—this Agreement is in the best interests of the Settlement Classes, as defined below.

Prior to agreeing to the principal terms of this Agreement through a Settlement Term Sheet dated March 14, 2017, the Parties had not discussed the payment of attorneys’ fees and expenses or service awards for class counsel or for the class representatives.

The Parties desire to compromise and settle all issues and claims that have been or could have been brought in the Litigation by or on behalf of Class Members, as defined below.

The Parties desire and intend to seek Court approval of this Agreement, a final order and judgment dismissing with prejudice the Litigation and the claims of the Settlement Classes.

Therefore, the Parties, on behalf of themselves and the Settlement Classes, hereby stipulate and agree that the Litigation shall be fully and finally settled, compromised, released and dismissed with prejudice, subject to and upon the terms and conditions described below.

1. DEFINITIONS

- 1.1 Advanced Exchange Program. “Advanced Exchange Program” means the Advanced Exchange program offered by Motorola for the devices.
- 1.2 Benefits. “Benefits” means the benefits provided to the Settlement Classes in Section 2.5.
- 1.3 Claims Submission Deadline. “Claims Submission Deadline” means the date, 90 days after publication of the first Notice, by which Damages Class Members must submit claims to receive monetary compensation under the Agreement.
- 1.4 Class Counsel. “Class Counsel” means Girard Gibbs LLP and Wexler Wallace LLP.
- 1.5 Class Member. “Class Member” means a person within the definition of the Settlement Classes. “Injunctive Relief Class Member” means a person within the definition of the Injunctive Relief Class and “Damages Class Member” means a person with the definition of the Damages Class.
- 1.6 Damages Class. “Damages Class” means: “All persons in the United States who purchased a Motorola cell phone or smart watch (“device” or collectively, “devices”), submitted the device for warranty repairs that qualified as a valid warranty claim under Motorola’s corresponding device warranty between November 1, 2012, until August 14, 2017, and meet at last one of the following criteria: an Advanced Exchange Program security deposit was charged but never released; Motorola did not ship a replacement

device within 10 days of receiving the Advanced Exchange Program fee; Motorola did not ship a repaired or replacement device within 20 days of Motorola receiving the original device; or never received a repaired or replacement device and were not credited with a refund.” Excluded from the Damages Class are: (1) Motorola and their parents, subsidiaries, and affiliates; (2) all persons who make a timely election to be excluded from the Damages Class; and (3) Judges to whom this case is assigned and their immediate family members.

- 1.7 Depreciation. “Depreciation” means the reduction in value of the full retail value of a device under IRS Publication 946, Appendix A, Table A-1 for 5-year property. The age of the device will be rounded to the nearest year.
- 1.8 Device or Devices. “Device” or “devices” means a Motorola cell phone or smart watch purchased by a member of either Settlement Class.
- 1.9 Effective Date. “Effective Date” means the date the Agreement becomes final, which is the occurrence of each of the following: (a) its approval by the Court as required by Federal Rule of Civil Procedure 23(e); and (b) entry of Final Judgment.
- 1.10 Fairness Hearing. “Fairness Hearing” is the hearing in which the Court will decide whether to approve this Agreement as fair, reasonable, and adequate.
- 1.11 Final Judgment. “Final Judgment” is a Judgment as defined in the Federal Rules of Civil Procedure, entered in the Litigation and no longer subject to appellate review, approving this Agreement.
- 1.12 Injunctive Relief Class. “Injunctive Relief Class” means: “All persons in the United States who purchased a Motorola cell phone or smart watch (“device” or collectively, “devices”) between November 1, 2012, and August 14, 2017, and who have submitted, or

within the remaining warranty period submit the device for warranty repairs that qualified as a valid warranty claim under Motorola's corresponding device warranty." Excluded from the Injunctive Relief Class are: (1) Motorola and their parents, subsidiaries, and affiliates and (2) Judges to whom this case is assigned and their immediate family members.

- 1.13 Litigation. "Litigation" means the claims pending as a part of the lawsuit entitled *Lynch et al. v. Motorola Mobility LLC and Lenovo (United States) Inc.*, Case No. 1:16-cv-04524 (N.D. Ill.) in the United States District Court for the Northern District of Illinois, and any cases consolidated with that litigation before Final Judgment.
- 1.14 Notice. "Notice" means notice of settlement provided to Class Members in accordance with the Notice Plan set forth in the Order Preliminarily Approving Settlement and Approving Notice Plan attached as Exhibit 4.
- 1.15 Opt Out, Objection Deadline. "Opt Out, Objection Deadline" means the date, 90 days after publication of the first Notice, after which Settlement Class Members may not object to the Settlement and Damages Class Members may not opt out of the Damages Class.
- 1.16 Settlement Administrator. "Settlement Administrator" means an entity retained by Motorola to work cooperatively with the Parties to arrange for the publication of notice to the Settlement Classes in accordance with the Order Preliminarily Approving Settlement and Approving Notice Plan (attached as Exhibit 4) and to administer this Agreement and the claims process.
- 1.17 Settlement Classes. "Settlement Classes" refers collectively to the Injunctive Relief Class and Damages Class.

2. TERMS OF THE AGREEMENT AND RELIEF TO CLASS MEMBERS

- 2.1 Certification for Settlement Purposes. Motorola does not oppose the certification of the proposed classes for settlement purposes, and the Parties agree, for the purposes of settlement only and subject to Court approval, that the Settlement Classes meet the requirements of Federal Rule of Civil Procedure 23 and should be certified, that Girard Gibbs LLP and Wexler Wallace LLP should be appointed Class Counsel, and that Plaintiffs should be appointed as Class Representatives. No agreements made by Motorola in connection with this Agreement may be used by Plaintiffs, any Class Member, or any other person to establish any of the elements of class certification other than for settlement purposes. Preliminary certification of the Settlement Classes shall not be deemed a concession that certification of these classes is appropriate, nor is Motorola precluded from challenging class certification in further proceedings in this Litigation or any other action if the Settlement is not finalized or finally approved.
- 2.2 Plaintiffs Believe Settlement Is Fair and Reasonable. Plaintiffs believe the released claims have merit, but recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the released claims through trial and appeals. Also, Plaintiffs have taken into account the uncertain outcome and the risk of litigation, especially in complex actions such as the Litigation, and the difficulties and delays inherent in such Litigation. Plaintiffs are mindful of the problems of proof under, and possible defenses to, the released claims. Plaintiffs believe that this Agreement will confer a substantial benefit upon the Settlement Classes. Based upon their evaluation of all of these factors, Plaintiffs have determined that this Agreement is in the best interests of the Settlement Classes and is fair and reasonable.

2.3 Return to Status Quo. If this Agreement is not approved, then: (a) the Parties may elect to return to the status quo ante as of March 16, 2017, for all litigation purposes, as if this Agreement had not been negotiated or entered into; and (b) this Agreement, including its exhibits, and any and all negotiations, documents and discussions associated with it, shall not be deemed or construed to be an admission of any kind of evidence: (1) of any violation of any statute, law or regulation; (2) of any liability or wrongdoing by Motorola; (3) of the truth of any of the claims or allegations made in the Litigation; (4) of the suitability of the claims made in Plaintiffs' Amended Complaint for class treatment; or (5) concerning the value of any claims by Plaintiffs or the Class Members. If this Agreement is approved without material modification by the Court, but is later reversed, modified, or vacated on appeal, either party shall have the right to withdraw from this Agreement and return to the status quo ante as of March 16, 2017, for all litigation purposes, as if this Agreement had not been negotiated or entered into. Specifically, the Parties shall be deemed to have preserved all of their rights or defenses as of March 16, 2017, and shall not be deemed to have waived any substantive or procedural rights of any kind that they may have as to each other or to Class Members, including their rights to seek an appeal or otherwise contest any matter in the Litigation as of March 16, 2017. An award of attorneys' fees and expenses in an amount less than requested by Class Counsel, or failure to grant Plaintiffs an incentive award, should one be awarded in an amount less than Plaintiffs may request, shall not be grounds for termination of this Agreement.

2.4 Motorola's Denial of Liability. Motorola vigorously denies all claims asserted in the Litigation, denies all allegations of wrongdoing and liability, and has denied the material allegations and asserted numerous defenses. Motorola nonetheless desires to settle all

claims that are asserted, or which could have been asserted, in the Litigation and any other currently pending or later filed actions making these same claims, on the terms and conditions set forth herein, solely for the purpose of avoiding the burden, expense, and uncertainty of continuing litigation with all persons who are members of the Settlement Classes. Nothing in this Agreement shall be construed as an admission or concession by Motorola of the allegations raised in this Litigation, of any fault, wrongdoing, or liability of any kind.

2.5 Benefits Provided to the Settlement Classes.

2.5.1 Monetary Compensation. Motorola will provide the following cash compensation to eligible Damages Class Members who timely make claims by the Claims Submission Deadline for Benefits as provided in the Final Judgment. Motorola shall have no other liability to any Damages Class Member except to make payments for timely claims for monetary compensation authorized by the Court in the Final Judgment.

2.5.1.1 Motorola will repay any Advanced Exchange Program fees collected from Damages Class Members for whom Motorola did not ship a conforming replacement device within 10 days of receiving the Advanced Exchange Program fee.

2.5.1.2 Motorola will release or, if Motorola is holding funds for a security deposit in connection with a return under the Advanced Exchange Program, repay any credit card security deposits collected from Damages Class Members pursuant to the Advanced Exchange Program, provided Motorola received the Damages Class

Member's original device within 20 calendar days of Motorola shipping the replacement device. If the returned device was not the exact device for which the warranty claim was made or if the device had sustained physical or liquid damage beyond what was disclosed in connection with the Damages Class Member's request for a replacement under the Advanced Exchange Program, the Damages Class Member will not be entitled to a refund of the security deposit or release of the security hold.

2.5.1.3 Damages Class Members who never received a repaired or replacement device and were not credited a refund will receive a new or like-new equivalent replacement device chosen by Motorola, or a repayment of the purchase price, accounting for Depreciation at the time the device was delivered to Motorola, and in addition such Damages Class Members will receive \$20.00 cash.

2.5.1.4 Damages Class Members for whom Motorola did not ship a repaired or replacement device within 20 business days of receiving the allegedly defective device will receive \$15.00 cash.

2.5.1.5 Damages Class Members for whom Motorola did not ship a repaired or replacement device within 30 business days of receiving the allegedly defective device will receive \$20.00 cash.

2.5.2 Eligibility. To be eligible for the monetary compensation, Damages Class Members must meet the conditions of Section 2.5.1 and Motorola must not have already resolved the issues giving rise to the Damages Class Member's claim.

2.5.3 Non-Monetary Relief. In addition to the monetary relief in Section 2.5.1 Motorola shall provide the following non-monetary relief to Injunctive Relief Class Members in response to Plaintiffs' claims: (1) Motorola shall improve its internal processes from the procedures in place as of March 1, 2016, for identifying and contacting consumers whose claims have exceeded Motorola's standard wait period; (2) Motorola shall increase, relative to the procedures in place as of March 1, 2016, call center representatives' discretion to issue credits for Motorola errors; (3) Motorola shall improve its processes from the procedures in place as of March 1, 2016, for the Advanced Exchange Program to permit Motorola representatives to release the credit card security hold when a consumer receives a device that will not power up at the time of receipt and returns such device to Motorola; (4) Motorola shall improve the device return process from the procedures in place as of March 1, 2016, by obtaining certain consumer information before allowing the consumer to generate a return merchandise authorization in order to provide more realistic estimated wait times and customer options to prevent unrealistic consumer expectations; and (5) Motorola shall improve its methods from the procedures in place as of March 1, 2016, for determining whether the

Advanced Exchange Program will be available for certain devices before offering expedited service.

2.5.4 No Other Relief. Motorola shall have no other obligations to Plaintiffs beyond making payments to Class Members as provided in Section 2.5.1, taking the actions described in Section 2.5.3, providing Notice as described in sections 4.2 and 4.4, making payments to the Claims Administrator as provided in Section 4.5, and paying such attorney's fees and incentive awards as may be awarded pursuant to Section 5.4.

2.6 Release of Class Members' Claims. As of the Effective Date, except as otherwise stated herein, Plaintiffs and each Damages Class Member who does not timely request exclusion as set forth in Section 3.10 of this Agreement and exclude himself or herself from the Damages Class, shall be deemed to have fully and irrevocably released, waived, and discharged Motorola, as well as its predecessors, successors, affiliates, officers, shareholders, members, directors, employees, insurers, attorneys, agents and contractors, from any and all suits, claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages or actions, in law or equity, of whatever kind of nature, direct or indirect, known or unknown, whether asserted in the Litigation or not, for monetary relief related to (i) Motorola's administration of its Advanced Exchange Program, (ii) any costs or expenses associated with the warranty repair of a device as described in Section 2.5.1; and (iii) any delays in the provisions of warranty service by Motorola, including any costs or expenses associated with such delay. As of the Effective Date, except as otherwise stated herein, Plaintiffs and each Injunctive Relief Class Member shall be deemed to have fully and irrevocably released, waived, and discharged Motorola,

as well as its predecessors, successors, affiliates, officers, shareholders, members, directors, employees, insurers, attorneys, agents and contractors, from any and all suits, claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages or actions, in law or equity, of whatever kind of nature, direct or indirect, known or unknown, whether asserted in the Litigation or not, for injunctive relief related to any alleged failure of Motorola to comply with the terms of its warranties. As of the Effective Date, Plaintiffs shall be deemed to have fully dismissed the Amended Complaint, and all claims made therein, in its entirety with prejudice.

2.7 Release of Class Members' Claims Governed by California Civil Code. With respect to the release set forth in Section 2.6 above, Plaintiffs and each Class Member who does not timely request exclusion as set forth in Section 3.10 of this Agreement acknowledge and expressly waive any and all rights conferred by California Civil Code Section 1542, which states: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

With respect to the release set forth in Section 2.6 above, Plaintiffs and each Damages Class Member who does not timely request exclusion as set forth in Section 3.10 of this Agreement also waive any and all rights conferred by any law of any state or territory of the United States, or principle of common law, that is similar, comparable or equivalent to California Civil Code Section 1542. Plaintiffs and each Damages Class Member who does not timely request exclusion as set forth in Section 3.10 of this Agreement acknowledge

that they may learn facts in addition to or different from the facts known or believed at the date of preliminary approval of the Agreement. Nevertheless, Plaintiffs and each Damages Class Member who does not timely request exclusion as set forth in Section 3.10 of this Agreement waive all claims relating to such unknown or different facts with respect to the release set forth in Section 2.6 above.

3. CLAIMS PROCESSING AND DISPUTE RESOLUTION

- 3.1 Claims Requirements. Class Members need not submit claims to be entitled to the non-monetary relief provided in Section 2.5.3. Damages Class Members shall submit a properly completed and signed claim form to receive the monetary compensation provided under Section 2.5.1. The Claim Forms are attached as Exhibit 3.
- 3.2 Claim Form. Eligibility for compensation under Section 2.5.1 shall be determined based on Motorola's records. To the extent practicable based on Motorola's reasonably available records, the Claim Form will be prepopulated with information in Motorola's possession for the Damages Class Member to make a claim. If Motorola is unable to determine a Damages Class Member's eligibility for the monetary compensation provided under Section 2.5.1 and to prepopulate a claim form based solely on its reasonably available records, the Damages Class Member shall still be entitled to submit a claim and shall provide or correct such information that is not provided by Motorola.
- 3.3 Claims Verification. If Motorola cannot verify a Damages Class Member's eligibility based solely on its records and the Damages Class Member's claim form, Motorola may request that the Damages Class Member provide reasonable documentation supporting the claim.

- 3.4 Disputed Claims. Motorola retains the right to adjudicate claims that are inconsistent with its records. Motorola shall notify the Damages Class Member and Class Counsel of the denial of a Damages Class Member's claim within 60 days of the Claims Submission Deadline. Within 30 days of receiving such notice, Class Counsel may contest any decision by Motorola denying a Damages Class Member's claim and may present the matter to the Court for final determination if the claim remains unresolved.
- 3.5 Issuance of Compensation. Motorola shall issue compensation to eligible Damages Class Members within the later of: (a) 60 days after the Agreement is approved by the Court as required by Federal Rule of Civil Procedure 23(e), and a Final Judgment is entered; (b) 60 days after the Claims Submission Deadline; or (c) for disputed claims, 60 days after an order from the Court directing payment by Motorola.
- 3.6 Objection to this Agreement. Any Class Member who wants to object to the fairness of this Agreement must, by the Opt Out, Objection Deadline, (1) submit any such objection to the Court by mailing it or otherwise delivering it to the Clerk of the Court at 219 South Dearborn Street, Chicago, IL 60604, and (2) provide copies of the objection to the Settlement Administrator at:

KCC Class Action Services
33 North LaSalle Street, Ste. 1100
Chicago, Illinois 60602

- 3.7 Required Information for Objection. Any objection to this Agreement must include all of the following: (a) a reference at the beginning to *Lynch et al. v. Motorola Mobility LLC and Lenovo (United States) Inc.*, Case No. 1:16-cv-04524, in the United States District Court for the Northern District of Illinois; (b) the objector's full name, address, and telephone number; (c) a written statement of all grounds for the objection, accompanied by

any legal support for such objection; (d) copies of any papers, briefs, or other documents upon which the objection is based; (e) a list of all persons who will be called to testify in support of the objection; and (f) a statement of whether the objector intends to appear at the Fairness Hearing. If the objector intends to appear at the Fairness Hearing through counsel, the objection must state the identity of all attorneys representing the objector who will appear at the Fairness Hearing.

- 3.8 Untimely or Inadequate Objections. Any Class Member who does not timely and adequately file a written objection to this Agreement shall be foreclosed from seeking any adjudication or review of this Agreement by appeal or otherwise, and any Class Member who does not timely and adequately file a notice of his or her intent to appear at the Fairness Hearing shall be foreclosed from speaking at the Fairness Hearing. Objections may be subject to discovery, and objecting Class Members may be subject to deposition, regarding the objections filed by that Class Member.
- 3.9 Fairness Hearing. On the date set forth in the Preliminary Approval Order, which shall be set by the Court for hearing on a date approximately twenty one (21) days after the Opt Out, Objection Deadline, a Fairness Hearing will be held, at which the Court will decide (a) whether to approve this Agreement as fair, reasonable, and adequate; and (b) whether to grant Class Counsel's motion for attorneys' fees and expense request and the application for an incentive award to Plaintiffs, should Plaintiffs make such a request. Consistent with the rules imposed by the Court, Plaintiffs shall move for entry of Final Judgment pursuant to Section 5.1 at least twenty eight (28) days prior to the Opt Out, Objection Deadline and submit any supplement to their motion at least seven (7) days before the Fairness Hearing. The Parties shall make all reasonable efforts to secure entry of a Final Judgment. If the

Court rejects in whole or in part this Agreement, or fails to enter the Final Judgment, either Party can void this Agreement, and in such event Motorola shall have no obligations to make any payments under this Agreement.

- 3.10 Request Exclusion. Any individual (other than Plaintiffs) who wants to be excluded as a Damages Class Member must submit a written exclusion request to the Settlement Administrator, postmarked no later than the Opt Out, Objection Deadline, with copies of the request for exclusion to the Settlement Administrator at:

KCC Class Action Services
33 North LaSalle Street, Ste. 1100
Chicago, Illinois 60602

- 3.11 Minimum Participation Level. This Settlement is expressly conditioned upon no more than two percent (2%) of the Damages Class opting out. Motorola has the sole and exclusive authority to waive the Minimum Participation Level. The Notice described in Section 4 shall inform individuals included in the Damages Class of their right to Opt Out.

4. SETTLEMENT APPROVAL AND NOTICE PROCESS

- 4.1 Preliminary Approval of this Agreement. As soon as practicable after the execution of this Agreement, Plaintiffs, through their counsel of record in the Litigation, shall file this Agreement with the Court and move for preliminary approval of this Agreement. Through this submission and a supporting motion, Plaintiffs will request that the Court enter an order substantially in the form of the Order Preliminarily Approving Settlement and Approving Notice Plan attached as Exhibit 4:

(a) granting preliminary approval to this Agreement as fair, reasonable, and adequate and in the best interests of the Settlement Classes;

(b) approving the Notice Plan, substantially and materially in the form set forth in the Order Preliminarily Approving Settlement and Approving Notice Plan attached as Exhibit 4, as the best notice that is practicable under the circumstances;

(d) approving and directing the distribution of Notice in accordance with the Notice Plan; and

(d) staying all proceedings in the Litigation.

4.2 Notice to Class Members. Notice of settlement will be provided to Class Members in accordance with the proposed Notice Plan set forth in the Order Preliminarily Approving Settlement and Approving Notice Plan attached as Exhibit 4. The proposed forms of Notice are attached as Exhibits 1 and 2. The Notice shall provide instructions for how Damages Class Members may exclude themselves from the Damages Class as set forth in Section 3.10. Any Damages Class Member who does not timely and adequately request exclusion shall be a Damages Class Member and shall be bound by the terms of this Agreement with respect to the relief and releases applicable to the Damages Class. The Notice also shall provide the maximum amount of attorneys' fees and expenses that Class Counsel may request and instructions for how Class Members may object to the Settlement and/or the attorneys' fees and expenses requested by Class Counsel in Class Counsel's application pursuant to Section 5.4. Motorola denies that Class Counsel is entitled to the attorneys' fees and expenses provided for in the Notice and will contest Class Counsel's request for such fees and expenses. Motorola will be responsible for giving notice of the Settlement as required by Class Action Fairness Act of 2005.

4.3 Settlement Administrator. Settlement administration services, including distribution of Notice, shall be provided by KCC Class Action Services, which shall act as the Settlement

Administrator in accordance with the Notice Plan. Motorola will pay all costs associated with providing Notice to the Settlement Classes and claims administration, and such costs will be in addition to the relief provided herein and shall not reduce or diminish the relief or monetary compensation owed to eligible Class Members.

- 4.4 Methods of Providing Notice. Motorola will post a notice of the Settlement (including a link to this Agreement, the Notice, and the Claim Form) and provide a link to the Settlement Administrator's website on Motorola's blog and on the repair tab of its website. To the extent possible, the Notice will be sent to Damages Class Members by email or, if an email address is not available, by direct, first class mail where Damages Class Members' contact information is available. The Settlement Administrator shall maintain a toll-free customer service number that Class Members may use to obtain updated information on the Settlement, provide updated address information, and ask questions regarding their eligibility for relief under this Agreement and the submission of claims. Motorola's online postings and the Settlement Administrator's toll-free number shall be maintained until at least 30 days after the Effective Date.
- 4.5 Administration and Distribution of Benefits. The Settlement Administrator will administer distribution of Benefits pursuant to this Agreement. For Damages Class Members to be eligible for the Benefits described herein, Damages Class Members must present their claims by completing and returning a Claim Form to the Settlement Administrator prior to the Claims Submission Deadline. The Settlement Administrator and Motorola shall have no obligation to honor claims received after the Claims Submission Deadline even if such claims otherwise would be valid. The Settlement Administrator and Motorola reserve the

right to verify all claims before disbursing the Settlement Benefits described in this Agreement.

- 4.6 Costs Not Identified in this Agreement. Under no circumstances shall Motorola be requested and/or required under this Agreement to incur or to pay any fees or expenses that Motorola is not explicitly obligated to incur and/or pay hereunder or by Court order.
- 4.7 Settlement Class Member Liabilities. Each Settlement Class Member shall remain liable for any individual tax liability, including penalties and interest arising out of any payment made by Motorola to that Settlement Class Member, incurred pursuant to the terms of this Agreement.
- 4.8 Mis-Delivery of Benefits. Motorola, Plaintiffs, Class Counsel, and the Settlement Administrator shall not be liable for any Benefits mis-delivered or not delivered by the United States Post Office or other carrier. Motorola, Plaintiffs, Class Counsel, and the Settlement Administrator shall not be liable for the Benefits redeemed by persons other than Class Members. The releases provided to Motorola pursuant to this Agreement shall remain effective even as to any Damages Class Members who submit claims and are eligible to participate in the Settlement, but whose Benefit was mis-delivered or whose Benefit was used by a person other than a Class Member.

5. FINALITY OF AGREEMENT AND ATTORNEYS' FEES

- 5.1 Finality of Agreement. If the Court preliminarily approves the Settlement and after distribution of Notice in accordance with the Notice Plan, the Parties shall request that the Court enter a Final Judgment. This Agreement shall become final on the Effective Date.
- 5.2 Attorneys' Fee Negotiations. As of March 14, 2017, when the Parties reached agreement concerning the material terms of this Agreement, the Parties had not discussed the payment

of attorneys' fees and expenses to Class Counsel or incentive awards to Plaintiffs. No part of this Agreement is contingent upon Motorola's payment of attorneys' fees and expenses.

5.3 Separate from Class Relief. The payment by Motorola of attorneys' fees and expenses to Class Counsel and incentive awards to Plaintiffs, if any, is separate and in addition to the other relief afforded to Class Members in this Agreement and shall not reduce or diminish the relief or monetary compensation owed to eligible Class Members. The finality or effectiveness of this Agreement will not be dependent on the Court awarding Class Counsel any particular amount of attorneys' fees or expenses or Plaintiffs any particular amount of incentive awards.

5.4 Motion for Attorneys' Fees. Class Counsel shall file their motion for award of attorneys' fees and costs at least 28 days prior to the Opt Out, Objection Deadline. The Parties and their counsel have not discussed any payment to Class Counsel for any of their attorneys' fees or costs or the payment of incentive awards to Plaintiffs.

5.5 Timing of Payment of Attorneys' Fees. Motorola will pay any attorneys' fees and expenses approved by the Court within 45 days after the Effective Date.

5.6 Full Satisfaction of All Claims. Payments made pursuant to this Section 5 shall constitute full satisfaction of any claim for fees, expense, and/or costs, and Plaintiffs and Class Counsel, on behalf of themselves and all Class Members, agree that they shall not seek nor be entitled to any additional attorneys' fees or costs from Motorola. Class Counsel shall provide counsel for Motorola with the pertinent taxpayer identification number and a Form W-9 for reporting purposes for each person or firm applying for fees in connection with the Litigation. Other than any reporting of this fee payment as required by this Agreement or law, Class Counsel and the Plaintiffs shall alone be responsible for the reporting of any

federal, state, and/or local income or other form of tax on any respective payment made to them pursuant to this Section 5. Except as specifically provided in this Agreement, Motorola shall not be liable or responsible for any of the attorneys' fees, expenses, or costs of Plaintiffs or any Class Members.

6. VOLUNTARY AGREEMENT AND NO ADMISSION OF LIABILITY

- 6.1 Voluntary Agreement. The Parties have each determined that this Agreement and Settlement are in their best interests and enter into this Agreement voluntarily. The Parties have entered into this Agreement solely as a compromise of Plaintiffs' claims for the purpose of concluding the disputes between Plaintiffs, the members of the Settlement Classes, and Motorola concerning the subject matters of the Litigation.
- 6.2 No Admission of Liability. Nothing contained in this Agreement, or in any document or instrument contemplated by this Agreement, is to be construed as an admission of wrongdoing, fault, omission, or liability by any Party, such wrongdoing and liability being expressly denied, and no final adjudication having been made. Final approval of the Parties' Settlement will not constitute any opinion, position, or determination of this Court, one way or the other, as to the merits of the claims or defenses of any Party. Pursuant to Federal Rule of Evidence 408, the entering into and carrying out of this Agreement, and any negotiations or proceedings related to it, shall not be construed as, or deemed evidence of, an admission or concession by any of the Parties or a waiver of any applicable statute of limitations, and shall not be offered or received into evidence in any action or proceeding against any party in any court, administrative agency or other tribunal for any purpose whatsoever. If this Agreement is terminated or otherwise becomes null and void, the enforceability of this Section shall survive such event.

7. MISCELLANEOUS PROVISIONS

- 7.1 Entire Agreement. This Agreement (including its Exhibits) constitutes a single, integrated written contract containing the entire agreement and understanding among the Parties and all of the terms and conditions of the Parties' Settlement, both individually and on behalf of the Settlement Classes. This Agreement supersedes all prior proposals, negotiations, agreements, and understandings relating to the subject matter of this Agreement, and all negotiations, considerations, and representations between the Parties have been incorporated and merged herein and may not be contradicted by evidence of any prior or contemporaneous agreement, arrangement, understanding, representation, or negotiations (whether oral or written). The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part or all of the subject matter of this Agreement has been made or relied on except as expressly set forth in this Agreement.
- 7.2 Good Faith Efforts. Nothing in this Agreement shall waive the Parties' duties under applicable covenants of good faith and fair dealing, which are expressly acknowledged and agreed to by the Parties. The Parties to this Agreement agree in good faith to draft and execute all documents, to seek Court approvals, defend Court approvals, and to do all things reasonably necessary to carry out the intent of this Agreement.
- 7.3 Representative Capacity. Each person executing this Agreement in a representative capacity represents and warrants that he or she is empowered to do so for the person or entity he or she represents.
- 7.4 Execution of Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute

one and the same instrument, even though all Parties do not sign the same counterparts. A scanned, photocopied, or facsimile signature shall be deemed an original for purposes of executing this Agreement.

- 7.5 Construction. None of the Parties hereto shall be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.
- 7.6 Amendment. This Agreement may be amended or modified only by a written instrument signed by all Parties' counsel and approved by this Court.
- 7.7 Severability. The provisions of this Agreement are not severable.
- 7.8 Governing Law. This Agreement shall be governed by the laws of the State of Illinois, without giving effect to the conflict of laws or choice of law provisions thereof, except to the extent that the laws of the United States govern any matter set forth herein, in which case such federal law shall govern.
- 7.9 Waiver. The provisions of this Agreement may be waived only by an instrument in writing, signed by the waiving party. The waiver by any party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.
- 7.10 Survival. All representations, warranties and covenants set forth in this Agreement shall be deemed continuing and shall survive the Effective Date or termination or expiration of this Agreement.
- 7.11 Notices. Any notice, demand or other communication under this Agreement (other than notices to Class Members) shall be in writing and shall be deemed duly given upon receipt

if it is addressed to the intended recipient as set forth below and personally delivered, sent by registered or certified mail (postage prepaid), or delivered by reputable express overnight courier:

Plaintiffs:

Kenneth A. Wexler
Mark R. Miller
Adam Prom
WEXLER WALLACE LLP
55 W. Monroe Street, Ste. 3300
Chicago, Illinois 60603

Daniel C. Girard
Scott Grzenczyk
GIRARD GIBBS LLP
601 California Street, 14th Floor
San Francisco, California 94108
Counsel for Plaintiffs and the Settlement Classes

Defendants:

Michael Dockterman
Jamie A. Gliksberg
Daniel E. Raymond
STEPTOE & JOHNSON LLP
115 South LaSalle Street, Ste. 3100
Chicago, Illinois 60603

- 7.12 Binding Effect. This Agreement binds and inures to the benefit of the Parties, including the Class Members, their representatives, their assigns, heirs, administrators, executors and successors.
- 7.13 Continuing Jurisdiction. The Court shall retain continuing and exclusive jurisdiction over the Parties to this Agreement, including all Class Members, for the purpose of the administration and enforcement of this Agreement and the Settlement. The Parties hereto, each Class Member who does not timely exclude himself or herself from this Agreement

hereby irrevocably submits to the exclusive jurisdiction and venue of the United States District Court for the Northern District of Illinois for any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of this Agreement and accompanying exhibits. Without limiting the generality of the foregoing, it is hereby agreed that any dispute concerning the release as set forth in this Agreement, including, but not limited to, any suit, action, or proceeding by a Settlement Class Member in which the provisions of the release are asserted by Motorola as a defense, constitutes a suit, action, or proceeding arising out of or relating to this Agreement and accompanying exhibits.

7.14 Confidentiality. The Parties agree that they will continue to be bound by the terms of the Confidentiality Order entered in this case, ECF No. 32, even after the Effective Date.

7.15 Settlement Negotiations. The settlement negotiations between the Parties contain particularly sensitive, non-public, proprietary, and confidential financial information that cannot in good faith be disclosed without threat of financial injury or competitive harm. For these reasons, the Parties agree that any and all drafts of this Agreement and other documents relating to the settlement negotiations between the Parties, including documents and other information shared in Plaintiffs' confirmatory discovery, shall not be disclosed to any third-party except by the Court order. This provision shall not prohibit the Parties from submitting this Agreement to the Court in order to obtain preliminary and/or final approval of this Agreement.

7.16 No Solicitation. Plaintiffs, Class Counsel, Motorola, and Motorola's Counsel agree not to encourage, assist, or solicit persons to exclude themselves from the Settlement Classes or to object to this Agreement.

- 7.17 No Public Comment. The Parties and their Counsel will not make any public comments about this Agreement and the Settlement between the parties, and if asked to make a comment about it for public broadcast or distribution will decline to do so. Nothing in this Section shall, however, limit the ability of the Parties to reference the terms of this Agreement in (1) their firm resumes or (2) any filing with a court, administrative agency, or other government body.
- 7.18 Headings. Captions, section headings and numbers are set forth in this Agreement for convenience only and are not to be used in construing this Agreement.
- 7.19 Dates and Timing. Notwithstanding the terms of this Agreement to the contrary, if any date upon which an action is required by this Agreement falls on a Saturday, Sunday, or federal or state holiday, such date shall be advanced to the following Monday or next available business day, as the case may be.

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.

ON BEHALF OF PLAINTIFFS AND THE SETTLEMENT CLASSES:

Dated: August 14, 2017

By: /s/ Scott M. Grzenczyk (with permission)

Daniel C. Girard
Scott M. Grzenczyk
GIRARD GIBBS LLP
601 California Street, 14th Floor
San Francisco, California 94108
*Counsel for Plaintiffs and the Settlement
Classes*

Dated: August 14, 2017

By: /s/ Kenneth A. Wexler

Kenneth A. Wexler
Mark R. Miller
Adam Prom
WEXLER WALLACE LLP
55 W. Monroe Street, Ste. 3300
Chicago, Illinois 60603
*Counsel for Plaintiffs and the Settlement
Classes*

ON BEHALF OF DEFENDANTS:

Dated: August 14, 2017

By: /s/ Michael Dockterman (with permission)

Michael Dockterman
Jamie A. Gliksberg
Daniel E. Raymond
STEPTOE & JOHNSON LLP
115 South LaSalle Street, Ste. 3100
Chicago, Illinois 60603
*Counsel for Motorola Mobility LLC d/b/a
Motorola and Lenovo (United States) Inc.*

EXHIBIT 1

LEGAL NOTICE

If you purchased a Motorola phone or smart watch and submitted it for warranty service, a class action lawsuit may affect your rights and you may be entitled to a cash payment or other benefits.

This Notice is being provided by order of the United States District Court for the Northern District of Illinois. It is not a solicitation from a lawyer. You are not being sued.

1-xxx-xxx-xxxx

www.WEBSITE.com

Motorola Claims Administrator

P.O. Box xxxx

City, ST xxxxxx-xxxx

«Barcode»

Postal Service: Please do not mark barcode

Claim#: MOL-«ClaimID»-«MailRec»

«First1» «Last1»

«CO»

«Addr2»

«Addr1»

«City», «St» «Zip»

«Country»

MOL

A settlement has been reached with Motorola Mobility LLC, d/b/a Motorola and Lenovo (United States) Inc. (together, "Motorola") in a class action lawsuit whether Motorola failed to provide warranty service consistent with its warranty obligations. Motorola denies the allegations and denies that it committed any wrongdoing. The Court did not decide which side was right.

Who Is Included? The Settlement Classes include all persons in the U.S. who purchased a Motorola cell phone or smart watch ("device" or "devices") and:

- (1) Submitted the device for warranty repairs that qualified as a valid warranty claim under Motorola's corresponding device warranty between November 1, 2012, until August 14, 2017, and meet at least one of the following criteria:
 - An Advanced Exchange Program security deposit was charged but were never released;
 - Motorola did not ship a replacement device within 10 days of receiving the Advanced Exchange Program fee;
 - Motorola did not ship a repaired or replacement device within 20 days of Motorola receiving the original device; or
 - Never received a repaired or replacement device and were not credited with a refund ("Damages Class"); and
- (2) All persons who, between November 1, 2012, and August 14, 2017, have submitted, or within the remaining warranty period submit, the device for warranty repairs that qualified as a valid warranty claim under Motorola's corresponding device warranty ("Injunctive Relief Class").

What Can You Get? Damages Class Members are eligible to receive the following monetary benefits: (a) Motorola will repay any Advanced Exchange Program fees collected from Damages Class Members for whom Motorola did not ship a conforming replacement device within 10 days of receiving the Advanced Exchange Program fee; (b) release or, if Motorola is holding funds for a security deposit in connection with a return under the Advanced Exchange Program, repay credit card security deposits collected from Damages Class Members as part of the Advanced Exchange Program, if Motorola received the Damages Class member's original device within 20 calendar days of Motorola shipping the replacement device, unless returned device was not the exact device for which the warranty claim was made or the device had physical or liquid damage outside of what was disclosed in connection with the Damages Class member's request for a replacement; (c) Damages Class Members who never received a repaired/replacement device and were not credited a refund, will receive a new/like-new equivalent replacement device chosen by Motorola, or a repayment of the purchase price, accounting for Depreciation at the time the device was delivered to Motorola. Damages Class Members will also receive \$20.00 cash; (d) for whom Motorola did not ship a repaired/replacement device within 20 business days of receiving the allegedly defective device will receive \$15.00 cash; or (e) for whom Motorola did not ship a repaired or replacement device within 30 business days of receiving the allegedly defective device will receive \$20.00 cash. To be eligible for monetary compensations, Motorola must not have already resolved the issues giving rise to the Damages Class Member's claim.

For Injunctive Relief Class Members Motorola will revise and improve upon its current warranty resolution procedures.

Your Options. Damages Class Members must submit a claim by **DEADLINE** to receive the monetary benefits offered in the Settlement. Claim Forms are available at www.Website.com, by calling 1-xxx-xxx-xxxx or by writing to KCC Class Action Services, 33 North LaSalle Street, Ste. 1100, Chicago, Illinois 60602. You do not need to do anything to receive revised and improved warranty resolution procedures. If you do not want to be legally bound by the portion of the Settlement involving monetary compensation, you must exclude yourself from the Damages Class by **DEADLINE**. Unless you exclude yourself, you will not be able to sue Motorola for any claim for monetary compensation released by the Settlement Agreement. You may object to the Settlement Agreement (except the monetary relief portion if you exclude yourself) and notify the Court that you or your lawyer intend to appear at the Court's Final Fairness Hearing. Objections are due **DEADLINE**. For more information, including the long form notice and Settlement Agreement, go to www.Website.com.

The Final Fairness Hearing. The Court will hold a hearing in this case (*Lynch v. Motorola Mobility LLC and Lenovo (United States) Inc.*, No. 1:16-cv-04524 (N.D. Ill.)) on **DATE**, at **TIME**, m., at the United States District Court for the Northern District of Illinois, Courtroom **2125**, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604. At the hearing, the Court will consider whether to approve: the settlement; Class Counsel's request for fees of no more than \$850,000 and expenses up to \$21,000; and \$600 as service awards to each Settlement Class Representatives. Motorola denies that Class Counsel is entitled to the attorneys' fees, expenses, and service award amounts requested. Motorola will contest Class Counsel's request for these fees, expenses, and service awards. You or your own lawyer may appear at the hearing at your own expense.

To:

From: KCC Class Action Services (donotreply@WEBSITE.com)

Subject: Motorola Phone/Smart Watch Warranty Settlement

If you purchased a Motorola phone or smart watch and submitted it for warranty service, a class action lawsuit may affect your rights and you may be entitled to a cash payment or other benefits.

This Notice is being provided by order of the United States District Court for the Northern District of Illinois. It is not a solicitation from a lawyer. You are not being sued.

A settlement has been reached in a class action lawsuit against Motorola Mobility LLC d/b/a Motorola and Lenovo (United States) Inc. (together, “Motorola”). The lawsuit claims that Motorola failed to provide warranty service consistent with its warranty obligations and, in so doing, is liable for breach of warranty, unjust enrichment, and violation of the state consumer protection laws of Arizona, Florida, Georgia, and Texas.

Motorola denies plaintiffs’ allegations of wrongdoing and liability, and has denied the material allegations and asserted numerous defenses. The Settlement does not mean that Motorola broke any laws and/or did anything wrong, and the Court did not decide which side was right.

Who Is Included in the Settlement? The Settlement Classes include:

(1) All persons in the United States who purchased a Motorola cell phone or smart watch (“device” or “devices”), submitted the device for warranty repairs that qualified as a valid warranty claim under Motorola’s corresponding device warranty between November 1, 2012, until August 14, 2017, and meet at least one of the following criteria:

- An Advanced Exchange Program security deposit was charged but were never released;
- Motorola did not ship a replacement device within 10 days of receiving the Advanced Exchange Program fee;
- Motorola did not ship a repaired or replacement device within 20 days of Motorola receiving the original device; or
- Never received a repaired or replacement device and were not credited with a refund (the “Damages Class”); and

(2) All persons in the United States who purchased a Motorola cell phone or smart watch (“device” or collectively, “devices”) between November 1, 2012, and August 14, 2017, and who have submitted, or within the remaining warranty period submit, the device for warranty repairs that qualified as a valid warranty claim under Motorola’s corresponding device warranty (the “Injunctive Relief Class”).

What Does the Settlement Provide? The Settlement provides two types of relief: non-monetary compensation (also called injunctive relief) and monetary compensation.

Monetary Relief Available to Damages Class Members: To the extent eligible, Damages Class members shall be entitled to receive either type of compensation below.

- Motorola will repay any Advanced Exchange Program fees collected from Damages Class members for whom Motorola did not ship a conforming replacement device within 10 days of receiving the Advanced Exchange Program fee.
- Motorola will release or, if Motorola is holding funds for a security deposit in connection with a return under the Advanced Exchange Program, repay any credit card security deposits collected from Damages Class members pursuant to the Advanced Exchange Program, provided Motorola received the Damages Class member's original device within 20 calendar days of Motorola shipping the replacement device. If the returned device was not the exact device for which the warranty claim was made or the device had physical or liquid damage outside of what was disclosed in connection with the Damages Class Member's request for a replacement under the Advanced Exchange Program, the Damages Class Member will not be entitled to a refund of the security deposit or release of the security hold.
- Damages Class members who never received a repaired or replacement device and were not credited a refund, will receive a new or like-new equivalent replacement device chosen by Motorola, or a repayment of the purchase price, accounting for depreciation at the time the device was delivered to Motorola. Damages Class members will also receive \$20.00 cash;
- Damages Class members for whom Motorola did not ship a repaired or replacement device within 20 business days of receiving the allegedly defective device will receive \$15.00 cash; or
- Damages Class members for whom Motorola did not ship a repaired or replacement device within 30 business days of receiving the allegedly defective device will receive \$20.00 cash.

To be eligible for the monetary compensation provided above, Damages Class members must meet the conditions set forth above and Motorola must not have already resolved the alleged issues giving rise to the Damages Class Member's claim. Motorola has the right to contest the validity of any claim that is inconsistent with its records.

Non-Monetary Relief to Be Provided to Injunctive Relief Class Members: The non-monetary relief requires Motorola to revise and improve upon its warranty resolution procedures that were in effect when the litigation began.

- Motorola shall improve its internal processes from the procedures in place as of March 1, 2016, for identifying and contacting consumers whose claims have exceeded Motorola's standard wait period;

- Motorola shall increase, relative to the procedures in place as of March 1, 2016, call center representatives' discretion to issue credits for Motorola errors;
- Motorola shall improve its processes from the procedures in place as of March 1, 2016, for the Advanced Exchange Program to permit Motorola representatives to release the credit card security hold when a consumer receives a device that will not power up at the time of receipt and returns such device to Motorola;
- Motorola shall improve the device return process from the procedures in place as of March 1, 2016, by obtaining certain consumer information before allowing the consumer to generate an RMA in order to provide more realistic estimated wait times and customer options to prevent unrealistic consumer expectations; and
- Motorola shall improve its methods from the procedures in place as of March 1, 2016, for determining whether the Advanced Exchange Program will be available for certain devices before offering expedited service.

What Do You Need to Do to Get the Settlement Benefits? If you are a Damages Class Member, you must submit a [claim](#) by **DEADLINE** to receive the monetary benefits offered in the Settlement. You must submit your claim form by mailing, faxing, or emailing it to: KCC Class Action Services, 33 North LaSalle Street, Ste. 1100, Chicago, Illinois 60602.

If you are an Injunctive Relief Class Member, you do not need to do anything to receive the non-monetary benefits offered in the Settlement. You will automatically be entitled to the Settlement's non-monetary benefits regardless of whether you submit a claim form.

What Are Your Other Rights and Options?

Do Nothing: If you do nothing, you will remain in the Settlement Classes. This means that you cannot sue, continue to sue, or be part of any other legal proceeding against Motorola about the legal claims resolved by this Settlement if it is approved by the Court. The legal claims resolved by the Settlement include: (1) claims for monetary relief related to (i) Motorola's administration of its Advanced Exchange Program and (ii) any delays in the provisions of warranty service under the terms of Motorola's warranty ("the "Monetary Claims"), and (2) claims for injunctive relief related to any alleged failure of Motorola to comply with the terms of its warranty (the "Non-Monetary Claims").

Exclude Yourself From the Damages Class: You can exclude yourself from the Damages Class and the portion of the case involving monetary relief. If you exclude yourself from the Damages Class, you will not be eligible to receive any of the monetary benefits of the Settlement and will not be precluded from suing, continuing to sue, or being part of any other legal proceeding against Motorola about the Monetary Claims resolved by this Settlement if it is approved by the Court. Depending on the laws in your state, including laws related to statutes of limitation, you may be barred from suing (or continuing to sue) Motorola about the Monetary Claims if you exclude yourself. If you have a pending lawsuit against Motorola, speak to your lawyer who represents you in that lawsuit immediately. You must exclude yourself from the Damages Class to continue your own legal proceeding if it concerns the Monetary Claims. You cannot exclude yourself from the Injunctive Relief Class.

To exclude yourself from the Damages Class and the monetary portion of the Settlement, you must send a letter by mail stating that you want to “opt-out” or “be excluded from the Settlement.” Include your name, address, telephone number, and refer to the case as *Lynch et al. v. Motorola Mobility LLC and Lenovo (United States) Inc.*, Case No. 1:16-cv-04524 (N.D. Ill.). You must mail your exclusion request postmarked no later than **DEADLINE** to: KCC Class Action Services, 33 North LaSalle Street, Ste. 1100, Chicago, Illinois 60602.

You Can Object to the Settlement: You can object to the Settlement if you do not like any part of it (except the monetary relief portion if you exclude yourself). You should give reasons why you think the Court should not approve the Settlement. The Court will consider your views.

To object, you must send a letter saying that you object to the Settlement in *Lynch et al. v. Motorola Mobility LLC and Lenovo (United States) Inc.*, Case No. 1:16-cv-04524 (N.D. Ill.). Any objection must include (a) the objector’s full name, address, and telephone number; (b) a written statement of all grounds for the objection, accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other documents upon which the objection is based; (d) a list of all persons who will be called to testify in support of the objection; and (e) a statement of whether the objector intends to appear at the Fairness Hearing. If the objector intends to appear at the Fairness Hearing through counsel, the objection must state the identity of all attorneys representing the objector who will appear at the Fairness Hearing.

You must mail the objection and supporting materials postmarked no later than **DEADLINE** to: (1) KCC Class Action Services, 33 North LaSalle Street, Ste. 1100, Chicago, Illinois 60602; and (2) United States District Court for the Northern District of Illinois, Clerk of the Court, 219 South Dearborn Street, Chicago, IL 60604.

The Court’s Fairness Hearing. Judge Feinerman of the United States District Court for the Northern District of Illinois will hold a Fairness Hearing in this case (*Lynch et al. v. Motorola Mobility LLC and Lenovo (United States) Inc.*, Case No. 1:16-cv-04524). At this hearing, the Court will consider whether to approve: the Settlement; Class Counsel’s request for fees of no more than \$850,000 and expenses of no more than the amount of \$21,000; and \$600 as service awards to each Settlement Class Representatives. Motorola denies that Class Counsel is entitled to the attorneys’ fees, expenses, and service award amounts requested. Motorola will contest Class Counsel’s requests for these fees, expenses, and service awards amounts. In the event Class Counsel’s requests for fees, expenses, and service awards is approved, Motorola will separately pay the attorneys’ fees and expenses and service awards that the Court awards, as well as the costs to administer the Settlement. You or your own lawyer may appear at the hearing at your own expense.

This notice summarizes the proposed Settlement. More details are in the [Settlement Agreement](#). You can get a copy of the [Settlement Agreement](#) by writing to, calling or sending an [email](#) to the Claims Administrator, or downloading a copy online at [www.website.com](#).

This message was intended for: [recipient email address]

You were added to the system January 10, 2017.

For more information click here. Update your preferences

Unsubscribe | Unsubscribe via email

EXHIBIT 2

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS

NOTICE OF PROPOSED SETTLEMENT

If you purchased a Motorola phone or smart watch and submitted it for warranty service, a class action lawsuit may affect your rights and you may be entitled to a cash payment or other benefits.

This Notice is being provided by order of the United States District Court for the Northern District of Illinois. It is not a solicitation from a lawyer. You are not being sued.

A lawsuit is pending in the United States District Court for the Northern District of Illinois (“the Court”) against Motorola Mobility LLC d/b/a Motorola and Lenovo (United States) Inc. (together, “Motorola”). The plaintiffs in the lawsuit claim that Motorola has failed to provide warranty service consistent with its warranty obligations and, in so doing, are liable for breach of warranty, unjust enrichment, and violation of the state consumer protection laws of Arizona, Florida, Georgia, and Texas. The parties in the lawsuit have reached a proposed settlement that may affect your rights (“Settlement”).

Motorola denies plaintiffs’ allegations of wrongdoing and liability, and has denied the material allegations and asserted numerous defenses. The Settlement does not mean that Motorola broke any laws and/or did anything wrong, and the Court has not decided which side was right.

- The Court has conditionally certified two classes (the “Settlement Classes”) of similarly situated Motorola customers. You are included in the Settlement as a Class Member if you fit one or both of the descriptions below:

Injunctive Relief Class

All persons in the United States who purchased a Motorola cell phone or smart watch (“device” or collectively, “devices”) between November 1, 2012, and August 14, 2017, and who have submitted, or within the remaining warranty period submit, the device for warranty repairs that qualified as a valid warranty claim under Motorola’s corresponding device warranty.

Damages Class

All persons in the United States who purchased a Motorola cell phone or smart watch (“device” or collectively, “devices”), submitted the device for warranty repairs that qualified as a valid warranty claim under Motorola’s corresponding device warranty between November 1, 2012, until August 14, 2017, and meet at least one of the following criteria:

- An Advanced Exchange Program security deposit was charged but were never released;
- Motorola did not ship a replacement device within 10 days of receiving the Advanced Exchange Program fee;
- Motorola did not ship a repaired or replacement device within 20 days of Motorola receiving the original device; or
- Never received a repaired or replacement device and were not credited with a refund.

- Just because you are a member of the Settlement Classes does not mean that you will receive monetary compensation. In order to receive monetary compensation, you must be a member of the Damages Class, have one of the claims listed in the response to Question 6, and submit a claim for compensation. You will be entitled to non-monetary compensation regardless of whether you submit a claim.
- Your legal rights are affected whether you act or not. Please read this entire notice carefully.

YOUR OPTIONS IN THIS SETTLEMENT		DEADLINES
SUBMIT A CLAIM FOR COMPENSATION	To receive monetary compensation under the Settlement, you must be a member of the Damages Class and submit a claim. Any compensation owed to you will only be paid if the Court approves the Settlement.	Deadline to Submit a Claim: TBD
DO NOTHING	You will be bound by the Settlement, but will not receive monetary compensation and you will forfeit any rights you might have to monetary compensation under the Settlement. In order to receive monetary compensation, you must be a member of the Damages Class and submit a claim. You will still be entitled to the non-monetary benefits of the Settlement if you are a member of the Injunctive Relief Class.	Deadline to Submit a Claim: TBD
EXCLUDE YOURSELF FROM THE MONETARY PORTION OF THE SETTLEMENT	Receive no monetary benefits from the Settlement. This is the only option that allows you to be part of any other lawsuit against Motorola for monetary compensation in connection with the legal claims resolved by this Settlement. You cannot exclude yourself from the Injunctive Relief Class.	Deadline to Submit Your Request to be Excluded from the Settlement: TBD
OBJECT TO THE SETTLEMENT TERMS	If you are a member of the Settlement Classes, you may object to the Settlement (except the monetary relief portion if you exclude yourself). If you object, you will still be bound by the Settlement and, if you are a member of the Damages Class and file a claim, you will receive compensation owed to you.	Deadline to Submit Your Objection the Settlement: TBD
ATTEND THE FAIRNESS HEARING	You and your attorney may attend and ask to speak at the Court’s Fairness Hearing	Fairness Hearing Date: TBD

These rights and options—and the deadlines to exercise them—are explained in this notice.

The Court in charge of this matter still has to decide whether to approve the Settlement. Settlement benefits will become available if the Court approves the Settlement and after any appeals are resolved.

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BASIC INFORMATION

1. Why should I read this notice?

Several individuals (“plaintiffs”) filed a lawsuit against Motorola and have agreed to settle their claims on behalf of themselves and other Motorola customers. You are receiving this notice because your rights may be affected by the Settlement.

The Court in charge of the litigation is the United States District Court for the Northern District of Illinois and the case is titled *Lynch et al. v. Motorola Mobility LLC and Lenovo (United States) Inc.*, Case No. 1:16-cv-04524 (N.D. Ill.).

The Court has ordered this notice be provided to you because you have a right to know about the proposed Settlement, and about your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, Motorola will provide payments and other benefits agreed to in the Settlement. This notice explains the litigation, the Settlement, your legal rights, the benefits available, who is eligible for them, and how to get them. **You should read this entire notice.**

2. What is this lawsuit about?

On May 18, 2016, the plaintiffs filed a First Amended Class Action Complaint in which they allege that Motorola is liable for breach of warranty, unjust enrichment, and violation of the state consumer protection laws of Arizona, Florida, Georgia, and Texas.

Motorola denies plaintiffs’ allegations of wrongdoing and liability, and has denied the material allegations and asserted numerous defenses.

3. Why are these lawsuits class actions?

In a class action, the plaintiffs in the lawsuit are called “Class Representatives” and sue on behalf of other people who have similar claims. In this Settlement, all of these people together are the “Settlement Classes” or “members of the Settlement Classes.” The Court has preliminarily determined that the Class Representatives may pursue legal claims and enter into the Settlement on behalf of the Settlement Classes, except for those individuals who choose to exclude themselves from the Damages Class and the portion of the Settlement that provides for monetary relief (described more fully below).

4. Why is there a Settlement?

The Class Representatives and Motorola agreed to a Settlement to avoid the cost and risk of further litigation, including a potential trial, and so that the members of the Settlement Classes can get payments and other benefits, in exchange for releasing Motorola from liability. The Settlement does not mean that Motorola broke any laws and/or did anything wrong, and the Court did not decide which side was right. The Settlement here has been preliminarily approved by the Court, which authorized the issuance of this notice. The Class Representatives and the lawyers representing them (called “Class Counsel”) believe that the Settlement is in the best interests of all members of the Settlement Classes.

WHO IS IN THE SETTLEMENT

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

You may be a part of one or both of the following Settlements Classes:

Injunctive Relief Class

All persons in the United States who purchased a Motorola cell phone or smart watch (“device” or collectively, “devices”) between November 1, 2012, and August 14, 2017, and who have submitted, or within the remaining warranty period submit, the device for warranty repairs that qualified as a valid warranty claim under Motorola’s corresponding device warranty.

Damages Class

All persons in the United States who purchased a Motorola cell phone or smart watch (“device” or collectively, “devices”), submitted the device for warranty repairs that qualified as a valid warranty claim under Motorola’s corresponding device warranty between November 1, 2012, until August 14, 2017, and meet at least one of the following criteria:

- An Advanced Exchange Program security deposit was charged but were never released;
- Motorola did not ship a replacement device within 10 days of receiving the Advanced Exchange Program fee;
- Motorola did not ship a repaired or replacement device within 20 days of Motorola receiving the original device; or
- Never received a repaired or replacement device and were not credited with a refund.

If you are still not sure whether you are included in the Settlement Class, you can ask for free help. You can call **TOLL FREE** or email **ADDRESS**.

THE SETTLEMENT BENEFITS

6. What are the benefits I am entitled to under the Settlement?

The Settlement provides members of the Settlement Classes with two types of relief: non-monetary compensation (also called injunctive relief) applicable to Injunctive Relief Class members and monetary compensation for Damages Class members.

Monetary Relief Available to Damages Class Members

Motorola will provide the following cash compensation and other relief to eligible Damages Class members. To the extent eligible, Damages Class members shall be entitled to receive either type of compensation below.

- Motorola will repay any Advanced Exchange Program fees collected from Damages Class members for whom Motorola did not ship a conforming replacement device within 10 days of receiving the Advanced Exchange Program fee.

- Motorola will release or, if Motorola is holding funds for a security deposit in connection with a return under the Advanced Exchange Program, repay any credit card security deposits collected from Damages Class members pursuant to the Advanced Exchange Program, provided Motorola received the Damages Class member's original device within 20 calendar days of Motorola shipping the replacement device. If the returned device was not the exact device for which the warranty claim was made or the device had physical or liquid damage outside of what was disclosed in connection with the Damages Class member's request for a replacement under the Advanced Exchange Program, the Damages Class member will not be entitled to a refund of the security deposit or release of the security hold.
- Damages Class members who never received a repaired or replacement device and were not credited a refund, will receive a new or like-new equivalent replacement device chosen by Motorola, or a repayment of the purchase price, accounting for depreciation at the time the device was delivered to Motorola. Damages Class members will also receive \$20.00 cash;
- Damages Class members for whom Motorola did not ship a repaired or replacement device within 20 business days of receiving the allegedly defective device will receive \$15.00 cash; or
- Damages Class members for whom Motorola did not ship a repaired or replacement device within 30 business days of receiving the allegedly defective device will receive \$20.00 cash.

To be eligible for the monetary compensation provided above, Damages Class members must meet the conditions set forth above and Motorola must not have already resolved the alleged issues giving rise to the Damages Class Member's claim. Motorola has the right to contest the validity of any claim that is inconsistent with its records.

Non-Monetary Relief to Be Provided to Injunctive Relief Class Members

In addition to the monetary relief described above, Motorola shall provide the following non-monetary relief to Injunctive Relief Class Members. The non-monetary relief requires Motorola to revise and improve upon its warranty resolution procedures that were in effect when the litigation began.

- Motorola shall improve its internal processes from the procedures in place as of March 1, 2016, for identifying and contacting consumers whose claims have exceeded Motorola's standard wait period;
- Motorola shall increase, relative to the procedures in place as of March 1, 2016, call center representatives' discretion to issue credits for Motorola errors;
- Motorola shall improve its processes from the procedures in place as of March 1, 2016, for the Advanced Exchange Program to permit Motorola representatives to release the credit card security hold when a consumer receives a device that will not power up at the time of receipt and returns such device to Motorola;
- Motorola shall improve the device return process from the procedures in place as of March 1, 2016, by obtaining certain consumer information before allowing the consumer to generate an RMA in order to provide more realistic estimated wait times and customer options to prevent unrealistic consumer expectations; and
- Motorola shall improve its methods from the procedures in place as of March 1, 2016, for determining whether the Advanced Exchange Program will be available for certain devices before offering expedited service.

7. How do I receive the benefits offered in the Settlement?

If you are a member of the Damages Class, you must submit a claim by **DEADLINE** to receive the monetary benefits offered in the Settlement. You must submit your claim form by mailing, faxing, or emailing it to:

KCC Class Action Services
33 North LaSalle Street, Ste. 1100
Chicago, Illinois 60602

EMAIL
FAX

Claim Forms are available at www.website.com, by calling **1-xxx-xxx-xxxx** or by writing to the Claims Administrator at the address above.

If you are a member of the Injunctive Relief Class, you do not need to do anything to receive the non-monetary benefits offered in the Settlement. You will automatically be entitled to the Settlement's non-monetary benefits regardless of whether you submit a claim form.

8. How quickly will I receive Settlement benefits?

The Honorable Gary Feinerman will hold a Final Approval Hearing on **DATE**, at **TIME** in the U.S. District Court for the Northern District of Illinois, 219 South Dearborn Street, Room 2125, Chicago, IL 60604, to decide whether to approve this Settlement. If the Court approves the Settlement, there may be appeals afterwards. It is always uncertain how quickly appeals can be resolved, and resolving them can take time, perhaps even more than a year.

YOUR RIGHTS AND OPTIONS

9. What happens if I do nothing?

If you do nothing, you will remain in the Settlement Classes. This means that you cannot sue, continue to sue, or be part of any other legal proceeding against Motorola about the legal claims resolved by this Settlement if it is approved by the Court.

The legal claims resolved by the Settlement include: (1) claims for monetary relief related to (i) Motorola's administration of its Advanced Exchange Program and (ii) any delays in the provisions of warranty service by Motorola ("the "Monetary Claims"), and (2) claims for injunctive relief related to any alleged failure of Motorola to comply with the terms of its warranty (the "Non-Monetary Claims").

10. Can I exclude myself from the Settlement?

The Court has conditionally certified classes for both monetary (Damages Class) and non-monetary (Injunctive Relief Class) relief. You can exclude yourself (also called "opting out") from the Damages Class and the portion of the case involving monetary relief. You cannot exclude yourself from the Injunctive Relief Class.

11. What happens if I exclude myself from the Damages Class?

If you exclude yourself from the Damages Class, you will not be eligible to receive any of the monetary benefits of the Settlement and will not be precluded from suing, continuing to sue, or being part of any

other legal proceeding against Motorola about the Monetary Claims resolved by this Settlement if it is approved by the Court. Depending on the laws in your state, including laws related to statutes of limitation, you may be barred from suing (or continuing to sue) Motorola about the legal issues in this case even if you exclude yourself.

If you have a pending lawsuit against Motorola, speak to your lawyer who represents you in that lawsuit immediately. You must exclude yourself from the Damages Class in this Settlement to continue your own legal proceeding if it concerns the Monetary Claims.

12. How do I ask to be excluded from the Damages Class?

To exclude yourself from the Damages Class and the monetary portion of the Settlement, you must send a letter by mail stating that you want to “opt-out” or “be excluded from the Settlement.” Include your name, address, telephone number, and refer to the case as *Lynch et al. v. Motorola Mobility LLC and Lenovo (United States) Inc.*, Case No. 1:16-cv-04524 (N.D. Ill.). You must mail your exclusion request **postmarked no later than DEADLINE** to:

KCC Class Action Services
33 North LaSalle Street, Ste. 1100
Chicago, Illinois 60602

You cannot exclude yourself via phone, e-mail, or fax.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

The Class Representatives have asked the Court to appoint their lawyers, the law firms of Girard Gibbs LLP and Wexler Wallace LLP, as Class Counsel to represent you and the Settlement Classes. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. The contact information for Class Counsel is:

Daniel C. Girard
Scott Grzenczyk
GIRARD GIBBS LLP
601 California Street, 14th Floor
San Francisco, California 94108
(415) 981-4800

Mark R. Miller
Adam Prom
WEXLER WALLACE LLP
55 W. Monroe Street, Ste. 3300
Chicago, Illinois 60603
(312) 346-2222

14. How will the lawyers be paid?

Class Counsel will ask the Court to award them attorneys’ fees of no more than \$850,000 and expenses of no more than \$21,000. They will also ask the Court to award each of the Settlement Class Representatives \$600 in recognition of their efforts in pursuing this litigation. Motorola denies that Class Counsel is entitled to the attorneys’ fees, expenses, and service amounts requested. Motorola will contest Class Counsel’s requests for these fees, expenses, and service awards. The parties have not agreed to pay these amounts and the Court may award less than what Class Counsel has requested. The Settlement is not contingent upon Class Counsel receiving any particular amount of attorneys’ fees and expenses or the Class Representatives receiving service awards.

Motorola will separately pay the attorneys’ fees and expenses and service awards that the Court awards, as well as the costs to administer the Settlement. The payment of attorneys’ fees and expenses, service

awards, and settlement administration costs will not diminish or reduce the compensation or other relief available to you or the Settlement Classes as a result of the Settlement.

Class Counsel will file a motion for attorneys' fees, expenses, and service awards on or before **DATE**. Copies of the motion will be available at **WEBSITE** and by contacting the Claims Administrator at **PHONE** or **ADDRESS**.

15. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is representing you and the other Settlement Class members. However, if you want someone other than Class Counsel to speak for you, you may hire your own lawyer at your own expense.

OBJECTING TO THE SETTLEMENT

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

You can object to the Settlement if you do not like any part of it. You cannot, however, object to the monetary portion of the Settlement if you exclude yourself from the Damages Class.

The Court can only approve or deny the Settlement. The Court cannot order that the parties agree to a different settlement. If the Court denies approval, no Settlement benefits will be available at this time and the lawsuit will continue. You should give reasons why you think the Court should not approve the Settlement. The Court will consider your views.

To object, you must send a letter saying that you object to the Settlement in *Lynch et al. v. Motorola Mobility LLC and Lenovo (United States) Inc.*, Case No. 1:16-cv-04524 (N.D. Ill.). Any objection must include: (a) the objector's full name, address, and telephone number; (b) a written statement of all grounds for the objection, accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other documents upon which the objection is based; (d) a list of all persons who will be called to testify in support of the objection; and (e) a statement of whether the objector intends to appear at the Fairness Hearing. If the objector intends to appear at the Fairness Hearing through counsel, the objection must state the identity of all attorneys representing the objector who will appear at the Fairness Hearing.

You must mail the objection and supporting materials **postmarked no later than OBJECTION DEADLINE** to **both**:

KCC Class Action Services
33 North LaSalle Street, Ste. 1100
Chicago, Illinois 60602

-and-

United States District Court for the Northern District of Illinois
Clerk of the Court
219 South Dearborn Street
Chicago, IL 60604

17. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You cannot object to the monetary portion of the Settlement if you exclude yourself from the Damages Class.

Excluding yourself is telling the Court that you do not want to be part of the Damages Class. You cannot exclude yourself from the Injunctive Relief Class.

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

The Court will consider whether to approve the Settlement and any objections at the Fairness Hearing. Judge Feinerman will listen to people who have asked to speak at the hearing. The Court may also consider how much Class Counsel should be paid. After the hearing, the Court will decide whether to approve the Settlement and the amount Class Counsel will be paid. We do not know how long these decisions will take. The hearing may be rescheduled without further notice. Updated scheduling information is available in person at the office of the Clerk of Court (Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604) during business hours, by calling the Clerk's office at (312) 435-5670, from the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cacd.uscourts.gov>, or by contacting Class Counsel.

19. Do I have to come to the hearing?

You do not have to come to the hearing. Class Counsel will answer any questions Judge Feinerman may have. But you are welcome to come at your own expense. If you send a written objection, you do not have to come to Court to talk about it. As long as you mailed your written objection to both addresses on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

20. 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 *Lynch et al. v. Motorola Mobility LLC and Lenovo (United States) Inc.*, Case No. 1:16-cv-04524 (N.D. Ill.)." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than **DATE**, and be sent to the Clerk of the Court and the Claims Administrator at the addresses listed in the response to Question 16. You cannot speak at the hearing if you exclude yourself. You can retain your own attorney to speak on your behalf, but you will be responsible for paying that attorney.

GETTING MORE INFORMATION

21. Are there more details about the Settlement?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by writing to the Claims Administrator at the address listed in the response to Question **X**, calling or emailing the Claims Administrator at the phone number or email address found at the bottom of this page, or downloading a copy online at **WEBSITE**.

22. How do I get more information?

You can contact the Claims Administrator at the phone number or email address found at the bottom of this page to ask questions about the Settlement, including information concerning whether you are a member of the Settlement Classes and whether you may be eligible for the benefits offered in the Settlement. You may also contact Class Counsel.

Other than asking questions regarding the date and location of the Final Approval Hearing, please do not contact the Clerk of the Court or the Judge with questions.

EXHIBIT 3

Motorola Claims Administrator

P.O. Box xxxx

City, ST xxxxx-xxxx

MOL

«Barcode»

Postal Service: Please do not mark barcode

Claim#: MOL-«ClaimID»-«MailRec»

«First1» «Last1»

«CO»

«Addr2»

«Addr1»

«City», «St» «Zip»

«Country»

YOU MUST COMPLETE THIS CLAIM FORM AND SUBMIT IT TO THE CLAIMS ADMINISTRATOR BY _____, 2017. IF YOU DO NOT, THEN YOU WILL NOT BE ELIGIBLE FOR ANY MONETARY RELIEF FROM THE SETTLEMENT.

PERSONAL INFORMATION

First Name

Last Name

Primary Phone Number

Email Address

Product Purchased & Award Eligibility

Motorola's records indicate that you owned the following device(s) and may be entitled to monetary relief for having experienced delays in the processing of your warranty claims. To be eligible for monetary compensation, Motorola must not have already resolved the issues giving rise to your claim. For more information on the relief awards covered by this Settlement, please see the Notice which is available at www._____.com.

Device Type(s): Motorola Cell Phone Motorola Smart Watch Both

Date(s) of Purchase (mm/dd/yyyy)

Device Serial Number(s)

According to your records, your repaired or replacement device was shipped _____ days after Motorola received your allegedly defective device, which you believe entitles you to relief under the terms of the Settlement.

If you believe that you are entitled to additional relief under this Settlement, please include a detailed description of your alleged claim and provide reasonable documentation supporting such claim.

CERTIFICATION

I certify under penalty of perjury that the information provided on this Claim Form is true and correct. I understand that I am subject to punishment if any information is deliberately false. By signing below, I accept the terms of the Settlement Agreement and Release as described in the Notice.

Signature: _____

Date (mm/dd/yyyy): ____ / ____ / ____

THIS CLAIM FORM MUST BE SUBMITTED BY _____, 2017 TO:

Motorola Claims Administrator

P.O. Box #####

Providence, RI #####-####

Motorola Claims Administrator

P.O. Box xxxx

City, ST xxxxx-xxxx

MOL

«Barcode»

Postal Service: Please do not mark barcode

Claim#: MOL-«ClaimID»-«MailRec»

«First1» «Last1»

«CO»

«Addr2»

«Addr1»

«City», «St» «Zip»

«Country»

YOU MUST COMPLETE THIS CLAIM FORM AND SUBMIT IT TO THE CLAIMS ADMINISTRATOR BY _____, 2017. IF YOU DO NOT, THEN YOU WILL NOT BE ELIGIBLE FOR ANY MONETARY RELIEF FROM THE SETTLEMENT.

PERSONAL INFORMATION

First Name

Last Name

Primary Phone Number

Email Address

Product Purchased & Award Eligibility

Motorola's records do not include any evidence indicating that you are entitled to monetary relief. If you owned a device during the relevant timeframe covered under this Settlement and believe you are entitled to relief, you should fill out the information listed below and submit a claim. To be eligible for monetary compensation, Motorola must not have already resolved the issues giving rise to your claim. For more information on the relief awards covered by this Settlement, please see the Notice which is available at www._____.com.

Device Type(s): Motorola Cell Phone Motorola Smart Watch Both

Date(s) of Purchase (mm/dd/yyyy)

Device Serial Number(s)

If you believe that you are entitled to monetary relief under this Settlement, please include a detailed description of your alleged claim and provide reasonable documentation supporting such claim.

CERTIFICATION

I certify under penalty of perjury that the information provided on this Claim Form is true and correct. I understand that I am subject to punishment if any information is deliberately false. By signing below, I accept the terms of the Settlement Agreement and Release as described in the Notice.

Signature: _____

Date (mm/dd/yyyy): ____/____/____

THIS CLAIM FORM MUST BE SUBMITTED BY _____, 2017 TO:

Motorola Claims Administrator

P.O. Box #####

Providence, RI #####-####

Motorola Claims Administrator

P.O. Box xxxx
City, ST xxxxx-xxxx

MOL

«Barcode»

Postal Service: Please do not mark barcode

Claim#: MOL-«ClaimID»-«MailRec»

«First1» «Last1»

«CO»

«Addr2»

«Addr1»

«City», «St» «Zip»

«Country»

YOU MUST COMPLETE THIS CLAIM FORM AND SUBMIT IT TO THE CLAIMS ADMINISTRATOR BY _____, 2017. IF YOU DO NOT, THEN YOU WILL NOT BE ELIGIBLE FOR ANY MONETARY RELIEF FROM THE SETTLEMENT.

PERSONAL INFORMATION

First Name

Last Name

Primary Phone Number

Email Address

Product Purchased & Award Eligibility

Motorola's records indicate that you owned the following device(s) and may be entitled to monetary relief if you sent Motorola your device for warranty repairs and never received a repaired or replacement device and were not credited a refund. To be eligible for monetary compensation, Motorola must not have already resolved the issues giving rise to your claim. For more information on the relief awards covered by this Settlement, please see the Notice which is available at www._____.com.

Device Type(s): Motorola Cell Phone Motorola Smart Watch Both

Date(s) of Purchase (mm/dd/yyyy)

Device Serial Number(s)

If you believe that you are entitled to additional relief under this Settlement, please include a detailed description of your alleged claim and provide reasonable documentation supporting such claim.

CERTIFICATION

I certify under penalty of perjury that the information provided on this Claim Form is true and correct. I understand that I am subject to punishment if any information is deliberately false. By signing below, I accept the terms of the Settlement Agreement and Release as described in the Notice.

Signature: _____

Date (mm/dd/yyyy): ____ / ____ / ____

THIS CLAIM FORM MUST BE SUBMITTED BY _____, 2017 TO:

Motorola Claims Administrator

P.O. Box #####

Providence, RI #####-####

Motorola Claims Administrator
P.O. Box xxxx
City, ST xxxxx-xxxx

MOL

«Barcode»

Postal Service: Please do not mark barcode

Claim#: MOL-«ClaimID»-«MailRec»

«First1» «Last1»

«CO»

«Addr2»

«Addr1»

«City», «St» «Zip»

«Country»

YOU MUST COMPLETE THIS CLAIM FORM AND SUBMIT IT TO THE CLAIMS ADMINISTRATOR BY _____, 2017. IF YOU DO NOT, THEN YOU WILL NOT BE ELIGIBLE FOR ANY MONETARY RELIEF FROM THE SETTLEMENT.

PERSONAL INFORMATION

First Name

Last Name

Primary Phone Number

Email Address

Product Purchased & Award Eligibility

Motorola's records indicate that you submitted your device for warranty repairs under Motorola's Advanced Exchange Program and Motorola did not release your security deposit. You may be entitled to compensation if: (1) Motorola received your original device within 20 calendar days of Motorola shipping your replacement device, (2) the returned device was the same exact device for which the warranty claim was made, and (3) the returned device did not sustain physical or liquid damage beyond what was disclosed with the request for a replacement under the Advanced Exchange Program.

There may be a valid reason why Motorola did not release your security deposit. To be eligible for monetary compensation, Motorola must not have already resolved the issues giving rise to your claim. For more information on the relief awards covered by this Settlement, please see the Notice which is available at www._____.com.

Device Type(s): Motorola Cell Phone Motorola Smart Watch Both

Date(s) of Purchase (mm/dd/yyyy)

Device Serial Number(s)

According to your records, you shipped Motorola your original device on _____, _____ days after Motorola shipped you the replacement device, which you believe entitles you to relief under the terms of the Settlement.

If you believe that you are entitled to additional relief under this Settlement, please include a detailed description of your alleged claim and provide reasonable documentation supporting such claim.

CERTIFICATION

I certify under penalty of perjury that the information provided on this Claim Form is true and correct. I understand that I am subject to punishment if any information is deliberately false. By signing below, I accept the terms of the Settlement Agreement and Release as described in the Notice.

Signature: _____

Date (mm/dd/yyyy): _____ / _____ / _____

THIS CLAIM FORM MUST BE SUBMITTED BY _____, 2017 TO:

Motorola Claims Administrator

P.O. Box #####

Providence, RI #####-####

EXHIBIT 4

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

DOUGLAS LYNCH, JARIEL ARIAS,
KYLE JOHNSON, JANNA LAVERDIERE,
ROBERT MAHON, and JEFFREY
SANDERS, individually, and on behalf of all
others similarly situated,

Plaintiffs,

v.

MOTOROLA MOBILITY LLC d/b/a
MOTOROLA and LENOVO (UNITED
STATES) INC.,

Defendants.

Case No. 1:16-cv-4524

The Honorable Gary Feinerman

**[PROPOSED] ORDER CONDITIONALLY CERTIFYING SETTLEMENT CLASSES,
PRELIMINARILY APPROVING SETTLEMENT, AND APPROVING NOTICE PLAN**

WHEREAS on August 14, 2017, Douglas Lynch, Jariel Arias, Kyle Johnson, Janna Laverdiere, Robert Mahon, and Jeffrey Sanders (“Plaintiffs”) and Motorola Mobility LLC d/b/a Motorola and Lenovo (United States) Inc. (“Motorola”) (collectively, the “Parties”) entered into a settlement agreement (“Agreement”) to resolve Plaintiffs’ claims in this litigation. Plaintiffs have entered into the Agreement on behalf of themselves and two proposed classes (“Settlement Classes”) defined as:

Injunctive Relief Class

All persons in the United States who purchased a Motorola cell phone or smart watch (“device” or collectively, “devices”) between November 1, 2012, and August 14, 2017, and who have submitted, or within the remaining warranty period submit, the device for warranty repairs that qualified as a valid warranty claim under Motorola’s corresponding device warranty.

Damages Class

All persons in the United States who purchased a Motorola cell phone or smart watch (“device” or collectively, “devices”), submitted the device for warranty repairs that qualified as a valid warranty claim under Motorola’s corresponding device warranty between November 1, 2012, until August 14, 2017, and meet at least one of the following criteria:

- An Advanced Exchange Program security deposit was charged but were never released;
- Motorola did not ship a replacement device within 10 days of receiving the Advanced Exchange Program fee;
- Motorola did not ship a repaired or replacement device within 20 days of Motorola receiving the original device; or
- Never received a repaired or replacement device and were not credited with a refund.

The Settlement Classes exclude (1) Motorola and their parents, subsidiaries, and affiliates and (2) judges to whom this case is assigned and their immediate family members. The Damages Class does not include any individuals that exclude themselves. The Agreement, a copy of which is attached as Exhibit A to the Declaration of Scott Grzeczyk, sets forth the terms and conditions of the Parties’ proposed Settlement and the release and dismissal with prejudice of the Settlement Classes claims against Motorola.

WHEREAS at the time the Parties executed the Agreement, they had not discussed the payment of attorneys’ fees, expensive, or class representative service awards. The Notice shall provide the maximum amount of attorneys’ fees and expenses that Class Counsel may request and instructions for how Class Members may object to the Settlement and/or the attorneys’ fees and expenses requested by Class Counsel’s motion.¹ Motorola denies that Class Counsel is entitled to the attorneys’ fees and expenses provided for in the Notice and will contest Class Counsel’s request for such fees and expenses. Any payment by Motorola of attorneys’ fees and

¹ Plaintiffs shall submit a Motion for Attorneys’ Fees, Expenses, and Service Awards prior to the Fairness Hearing in accordance with the schedule set forth below. The Court will consider Plaintiffs’ Motion concurrently with the Parties’ request for final Settlement approval.

expenses to Class Counsel and service awards to Plaintiffs will be separate and in addition to the other relief afforded to members of the Settlement Classes and shall not reduce or diminish the relief or monetary compensation owed to eligible Settlement Class Members.

WHEREAS, on August 14, 2017, Plaintiffs filed a Motion for Conditional Certification of Settlement Classes, Preliminary Approval of Proposed Class Action Settlement, and Approval of Notice Plan, requesting the entry of an order (a) conditionally certifying the Settlement Classes, (b) preliminarily approving the Agreement as fair, reasonable, and adequate and in the best interests of the Settlement Classes, (c) approving the Parties' proposed Notice Plan as the best notice that is practicable under the circumstances, (d) directing the distribution of Notice in accordance with the Notice Plan, and (e) staying all proceedings in this litigation.

WHEREAS the Court is familiar with and has reviewed the record in this case and has reviewed the Agreement, including the attached exhibits, and has found good cause for entering the following Order.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

Conditional Certification of Settlement Classes

1. The Injunctive Relief Class is hereby conditionally certified under Federal Rule of Civil Procedure 23(b)(2) and the Damages Class under Rule 23(b)(3).
2. The Settlement Classes satisfy the requirements of Rule 23(a). The members of the Settlement Classes are so numerous that joinder is impracticable; there are questions of law or fact common to the proposed Settlement Classes; Plaintiffs' claims are typical of the claims of the Settlement Classes; and Plaintiffs and Class Counsel will fairly and adequately represent the interests of the Settlement Classes. Fed. R. Civ. P. 23(a)(1)-(4).

3. The Injunctive Relief Class satisfies the requirements of Rule 23(b)(2). Plaintiffs have alleged that Motorola has acted or refused to act on grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the Settlement Classes as a whole.

4. The Damages Class satisfies the requirements of Rule 23(b)(3). Common questions concerning whether Motorola complied with the terms of its warranty will predominate over individual questions. Moreover, because Plaintiffs seek to certify the Damages Class only for purposes of the proposed settlement, the Court need not consider whether the case, if tried, would present manageability concerns.

5. Lastly, the class definition is sufficiently ascertainable such that an individual can ascertain whether he or she is in the Damages Class based on objective criteria (*i.e.* the type of device purchase and the date the device was sent to Motorola for warranty repairs).

6. The Court will make a final determination concerning class certification in connection with its consideration of whether to grant final approval of the Agreement.

Preliminary Approval of Settlement

7. The terms of the Agreement, including all exhibits thereto, appear to be fair, reasonable, and adequate, and the Agreement is hereby preliminarily approved. This Order incorporates the Agreement, and terms used in this Order that are defined in the Agreement have the same meanings.

8. The Agreement provides comprehensive injunctive relief and cash compensation to eligible members of the Settlement Classes. It was entered into after arm's-length negotiations by experienced counsel on behalf of the Settlement Classes. There is no evidence of collusion or that Class Counsel placed their interests above those of the Settlement Classes. The

material terms of the Settlement were agreed to prior to the Parties' discussion of attorneys' fees and expenses and any attorneys' fees and expenses awarded will be in addition to the relief provided to Settlement Class Members under the Agreement.

9. Pending further order of the Court, all litigation activity against Motorola is hereby stayed. In the event the Agreement is not approved by the Court or such approval is vacated on appeal, the litigation shall resume as approved by the Court upon joint application of the Parties.

10. The Court retains exclusive jurisdiction to consider all further matters arising out of or connected with the Agreement.

Approval of Notice Plan and Schedule

11. The proposed Notice Plan, as outlined in the Motion for Preliminary Approval of Proposed Class Action Settlement and for Certification of a Settlement Class, satisfies the requirements of Federal Rule of Civil Procedure 23(e) and is hereby approved.

12. Kurtzman Karson Associates ("KCC") is hereby appointed as Claims Administrator.

13. The Summary Notices and Long-Form Notice, copies of which are attached as Exhibits 1 and 2 to the Agreement, are approved.

14. The Claim Forms, copies of which are attached as Exhibit 3 to the Agreement, are approved.

15. KCC and the Parties shall adhere to the following schedule:

- a. Within 21 days of the date of this Order: KCC shall distribute Notice to the members of the Damages Classes via email and, if an email address is not available, via direct U.S. mail where such addresses are available. By this date

Motorola shall update its blog and the repair tab of its website in accordance with the Agreement.

- b. Within 83 days of the date of this Order: deadline for Plaintiffs to file their Motion for Final Approval and Motion for Attorneys' Fees, Expenses, and Incentive Awards.
- c. Within 111 days of the date of this Order: deadline for members of the Settlement Classes to submit objections to the Settlement and for Damages Class Members to submit opt-out requests and claim forms. KCC shall monitor and record any and all opt-out requests and objections that are received.
- d. Within 125 days of the date of this Order: deadline for Plaintiffs to file any supplements to their Motion for Final Approval and/or Motion for Attorneys' Fees, Expenses, and Incentive Awards, and for the Parties to submit a declaration from KCC confirming that Notice was distributed in accordance with the Notice Plan and this Order.
- e. The Fairness Hearing shall be held on _____, 2017, at _____.

SO ORDERED:

Dated: _____, 2017

Honorable Gary Feinerman
United States District Court Judge
U.S. District Court for the Northern District of Illinois