

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("*Settlement Agreement*" or "*Agreement*") is entered into by and between plaintiff Richard Grisafi, individually and in his representative capacity on behalf of all others similarly situated ("*Plaintiff*"), on the one hand, and defendant Sony Electronics Inc. ("*Sony*" or "*Defendant*"), on the other (collectively referred to as the "*Parties*").

RECITALS

A. On April 27, 2018, Plaintiff commenced this action by filing a nationwide putative class action entitled *Grisafi v. Sony Electronics Inc.*, Case No. 18-cv-8494 (the "*Action*"). Plaintiff's complaint asserted the following claims for relief individually and on behalf of a putative nationwide class: (1) violation of the Computer Fraud and Abuse Act ("*CFAA*"), 18 U.S.C. § 1030, *et seq.*, (2) violation of the New Jersey Consumer Fraud Act ("*CFA*"), N.J.S.A. § 56:8-2, *et seq.*, (3) violation of the Magnuson-Moss Warranty Act, 15 U.S.C. § 230, *et seq.*, (4) violation of the Truth-in-Consumer Contract, Warranty and Notice Act, N.J.S.A. 56:12-15, *et seq.*, (5) breach of express warranty, (6) breach of implied warranty, (7) trespass to chattels, and (8) unjust enrichment.

B. Sony moved to dismiss the complaint, and on April 30, 2019, the Court entered an order dismissing six of Plaintiff's eight claims. The Court denied the motion to dismiss with respect to the CFAA and trespass to chattels claims.

C. Plaintiff filed the first amended complaint ("*FAC*") on May 29, 2019. The FAC asserted the surviving CFAA and trespass to chattels claims and repleaded the previously-dismissed CFA claim.

D. Sony moved to dismiss the repleaded CFA claim asserted in the FAC, and on March 5, 2020, the Court entered an order dismissing the CFA claim.

E. Plaintiff filed the second amended complaint ("*SAC*"), the operative complaint in this Action, on May 19, 2020. The SAC asserts the surviving CFAA and trespass to chattels claims and repleads the previously-dismissed CFA claim.

F. The Parties participated in a full day mediation session in Roseland, New Jersey before Hon. Stephen M. Orlofsky (ret.) of Blank Rome LLP on February 24, 2020.

G. While the mediation provided a constructive forum for settlement discussions, it did not result in a settlement.

H. After the mediation, the Parties engaged in additional settlement efforts with the assistance of Judge Orlofsky.

I. As a result of the progress made at the mediation and the subsequent discussions, the Parties have reached a Settlement of the Action, the terms of which are set forth in this Settlement Agreement.

J. The Parties have conducted an investigation of the facts, and have analyzed the relevant legal issues in regard to the claims and defenses asserted in the Action. The Parties have participated in preliminary fact discovery, including exchanging numerous written discovery requests and responses.

K. Plaintiff and his Counsel believe that the surviving claims asserted in the SAC have merit. Sony has denied and continues to deny any and all allegations of wrongdoing alleged in the SAC or asserted in the Action, and believes the surviving claims asserted by Plaintiff are without merit. Nonetheless, the Parties have concluded that continued litigation could be protracted and expensive and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement in order to limit further expense, inconvenience, and uncertainty. The Parties also have considered the uncertainties of trial and the benefits to be obtained under the proposed Settlement and have considered the costs, risks, and delays associated with the continued prosecution of this complex and time-consuming class-action litigation and the likely appeals of any rulings or judgment in favor of either Plaintiff or Sony.

L. It is now the intention of the Parties and the objective of this Settlement Agreement to avoid the costs of trial and settle and dispose of, fully and completely and forever, any and all claims and causes of action in the Action.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, Plaintiff, the Class, and Sony agree to settle the Action, subject to Court approval, under the following terms and conditions.

1. DEFINITIONS. In addition to the definitions included in the Recitals above, and in later sections of the Agreement, the following shall be defined terms for purposes of this Settlement Agreement. Some of the definitions in this section use terms that are defined later in the section. All defined terms are capitalized and listed in alphabetical order:

1.1 As used herein, the term "**Action**" means the lawsuit pursued by Plaintiff against Sony: *Grisaft v. Sony Electronics Inc.*, Case No. 18-cv-8494, in the United States District Court for the District of New Jersey.

1.2 As used herein, the term "**Authorized Claimant**" means any Class Member who validly and timely submits a Claim Form according to the terms of this Settlement Agreement and does not validly request exclusion from the Class.

1.3 As used herein, the term "**Claim**" means a request made by a Class Member in order to receive a Settlement Payment pursuant to the procedures stated below in Section 3.6.

1.4 As used herein, the term "**Claim Form**" means the form Class Members must validly and timely submit to receive a Settlement Payment under this Agreement. The Claim Form must be substantially similar to the form attached as **Exhibit E**.

1.5 As used herein, the term "**Claimant**" means any Class Member who submits a Claim under this Agreement.

1.6 As used herein, the term “*Claims Administrator*” means KCC Class Action Services LLC (“*KCC*”), and any successors to KCC that Sony designates, subject to Plaintiff’s approval, which should not unreasonably be withheld, which will administer the notice, Claims, and the Settlement Payment distribution process provided for in the Settlement Agreement. The Claims Administrator will be responsible for all matters relating to the provision of notice to the Class and the administration of the Settlement consistent with the terms of this Agreement.

1.7 As used herein, the term “*Class Member*” means any individual who purchased a new dash in the United States prior to July 12, 2017 and was a resident of the United States at the time of purchase. Excluded from the Class are Sony’s Counsel, Sony’s officers and directors, and the judges presiding over the Action.

1.8 As used herein, the terms “*Plaintiff’s Counsel*” and “*Grisafi’s Counsel*” mean the law firm Nagel Rice LLP.

1.9 As used herein, the term “*Defendant*” means Sony Electronics Inc.

1.10 As used herein, the terms “*Defendant’s Counsel*” and “*Sony’s Counsel*” mean the law firm Cooley LLP.

1.11 As used herein, the term “*Email Notice*” means the legal notice summarizing the proposed Settlement terms, as approved by Plaintiff’s Counsel, Sony’s Counsel, and the Court. The Email Notice must be substantially similar to the form attached as **Exhibit C**.

1.12 As used herein, the term “*Final Approval Hearing*” means the hearing(s) to be held by the Court to consider and determine whether the proposed Settlement of this Action as contained in this Settlement Agreement should be approved as fair, reasonable, and adequate, and whether the Final Approval Order approving the Settlement contained in this Settlement Agreement should be entered.

1.13 As used herein, the term “*Final Approval Order*” means the Court order granting final approval of the Settlement of this Action following the Final Approval Hearing. The Final Approval Order must be substantially similar to the form attached as **Exhibit F**.

1.14 As used herein, the terms “*Final Judgment*” and “*Judgment*” mean a document labeled by the Court as such and that has the effect of a judgment under Fed. R. Civ. P. 54. The Judgment must be substantially similar to the form attached as **Exhibit G**.

1.15 As used herein, the term “*Final Settlement Date*” means two Court days after the Final Approval Order and Judgment become “final.” For the purposes of this paragraph, “final” means after (a) thirty-one (31) calendar days after the entry of the Final Approval Order and Judgment, if no timely motions for reconsideration, appeal, or other efforts to obtain review have been filed; or (b) in the event that a motion for reconsideration, appeal, or other efforts to obtain review have been initiated, the date after any and all such motions, appeals or other efforts to obtain review have been finally concluded in favor of the Final Approval Order and Judgment, any mandates have issued and jurisdiction has been returned to the Court, and the Final Approval Order and Judgment is no longer subject to review, whether by motions, appeal, petitions for rehearing, petitions for rehearing en banc, petitions for certiorari, or otherwise.

1.16 As used herein, the term “*Full Notice*” means the full legal notice of the proposed Settlement terms, as approved by Plaintiff’s Counsel, Sony’s Counsel, and the Court, to be provided to Class Members under Section 3.3 of this Settlement Agreement. The Full Notice must be substantially similar to the form attached as **Exhibit B**.

1.17 As used herein, the terms “*Preliminary Approval Order*” and “*Preliminary Approval and Provisional Settlement Class Certification Order*” mean the order provisionally certifying the Class for settlement purposes, approving and directing the provision of notice to the Class, and setting the Final Approval Hearing. The Preliminary Approval Order and Preliminary Approval and Provisional Settlement Class Certification Order must be substantially similar to the form attached as **Exhibit A**.

1.18 As used herein, the term “*Online Publication Notice*” means a legal notice directing Class Members to the Settlement Website, as approved by Plaintiff’s Counsel, Sony’s Counsel, and the Court, to be provided to Class Members under Section 3.3 of this Settlement Agreement via online advertisement. The Online Publication Notice must be substantially similar to the form attached as **Exhibit D**.

1.19 As used herein, the term “*Response Deadline*” means the deadline by which Class Members must deliver Claim Forms or requests for exclusion or make objections under this Settlement Agreement. The Response Deadline shall be one hundred sixty (160) calendar days after entry of the Preliminary Approval Order.

1.20 As used herein, the term “*Settlement*” means the Settlement of this Action and related claims effectuated by this Settlement Agreement.

1.21 As used herein, the term “*Settlement Payment*” means a one-time cash payment of either (a) \$11.25 for a Class Member who (i) purchased a new dash in the United States prior to July 12, 2017; (ii) was a United States resident at the time of purchase; and (iii) either registered his or her dash through the Sony Essentials website or has a proof of purchase; or (b) \$35 for a Class Member who (i) purchased a new dash in the United States prior to July 12, 2017; (ii) was a United States resident at the time of purchase; (iii) registered his or her dash through the Sony Essentials website; and (iv) whose dash was turned on and connected to the Sony servers as of July 12, 2017. The eligibility and any documentation requirements for each category of one-time cash payment shall be determined from the Claim Forms and Claim requirements set forth in Section 3.6 and Exhibit E. No interest shall be paid on the Settlement Payment.

1.22 As used herein, the term “*Settlement Website*” means the website that shall be created for settlement administration purposes and administered by the Claims Administrator.

2. SETTLEMENT TERMS.

2.1 Award to the Settlement Class. Each Authorized Claimant is entitled to receive a Settlement Payment. To be entitled to receive a Settlement Payment, a Class Member must timely submit a valid and complete Claim Form and any supporting documentation required. The manner for submitting a timely, valid, and complete Claim Form is specified in Section 3.6 below. Payments shall be made by check to the Authorized Claimants. Authorized Claimants who receive a check shall have one hundred eighty (180) calendar days from the date of issuance within which

to negotiate the check. If any Authorized Claimant has not cashed the check within 120 days from the date of issuance, the Claims Administrator shall send via regular U.S. postal mail such Authorized Claimant(s) a reminder notice in the form of a postcard stating the deadline to negotiate the check and instructions on how to obtain a reissued check in the event the original check was lost, stolen, or misplaced and remains un-negotiated. Any checks not negotiated within the one hundred eighty (180) day-period shall be paid as a cy pres award to the Consumer Federation of America.

2.2 Incentive award to Named Plaintiff. Sony agrees not to oppose Grisafi's application for incentive award of up to a maximum amount of \$10,000, with such amount subject to Court approval. Grisafi will not seek an amount greater than that amount for this Action, and in no event shall the incentive award be greater than that amount. Grisafi's incentive award is to be paid separate and apart from the award to the Class. If the Court approves the Settlement of this Action and an incentive award to Grisafi, Sony shall pay by wire transfer the amount awarded by the Court up to a maximum amount of \$10,000 within sixty (60) days after both of the following events occur: (a) the Final Settlement Date and (b) Grisafi provides Sony with his completed Form W-9, dated within the prior six (6) months. No interest shall be paid on any portion of the incentive award.

2.3 Attorneys' Fees and Costs. Any award of attorneys' fees and costs shall be paid separate and apart from the award to the Class. In the event the Parties do not reach an agreement with respect to the amount of attorneys' fees and costs within seven (7) days of the date on which the motion for preliminary approval of the class-action settlement and provisional class certification (the "*Preliminary Approval Motion*") is filed, the Parties shall refer that issue to mediator Judge Orlofsky for binding resolution. Plaintiff's Counsel will file any papers supporting its request for attorneys' fees and costs with the Court twenty one (21) calendar days prior to the deadline for Class Members to object to the Settlement, as such deadline is defined in Section 3.9 of this Settlement Agreement. Any request by Plaintiff's Counsel for attorneys' fees and costs shall not exceed the amount decided by Judge Orlofsky. If the Court approves the Settlement of this Action and an award of attorneys' fees and costs to Plaintiff's Counsel, Sony agrees to pay the attorneys' fees and costs approved by the Court, up to the amount decided by Judge Orlofsky, to Plaintiff's Counsel, specifically Nagel Rice LLP, by Automated Clearing House transfer within sixty (60) days after both of the following events occur: (a) the Final Settlement Date and (b) Plaintiff's Counsel, specifically Nagel Rice LLP, provides Sony with (i) a completed Form W-9, dated within the prior sixty (60) days; (ii) a memorandum containing a mailing address (if different from the Form W-9 registered address), two telephone numbers, a facsimile number, and email address; and (iii) banking information on firm letterhead, including bank name, bank address, bank account name, bank account number/IBAN number, and bank key/sort code or SWIFT. Plaintiff's Counsel, specifically Nagel Rice LLP, shall have control over and responsibility to distribute any payment of fees and costs to Plaintiff's Counsel or any other attorney or law firm that may claim entitlement to fees and costs under this Settlement or as a result of the Action. No interest shall be paid on the attorneys' fees and costs award.

2.4 Class Notice and Settlement Implementation Costs. Sony shall bear all costs of providing notice to the Class in the manner prescribed in Section 3.3 below. Sony shall bear all costs associated with settlement administration (e.g., claim processing and Settlement Payment distribution) by the Claims Administrator.

2.5 Reduction in Named Plaintiff's Incentive Award or Plaintiff's Counsel's Attorneys' Fees or Costs. A reduction by the Court or by an appellate court of the amount of Grisafi's incentive award or attorneys' fees or litigation costs sought by Plaintiff's Counsel shall not affect any of the Parties' other rights and obligations under the Settlement Agreement.

2.6 No Tax Liability. Under no circumstances will Sony or Sony's Counsel have any liability for taxes or tax expenses for Settlement Payments, Grisafi's incentive award sought under the Settlement, or attorneys' fees or litigation costs sought by Plaintiff's Counsel under the Settlement. Grisafi is responsible for any taxes on an incentive award awarded by the Court, and Plaintiff's Counsel is responsible for any taxes on any attorneys' fees or litigation costs awarded by the Court. Nothing in this Settlement, or statements made during the negotiation of its terms, shall constitute tax advice by Sony or Sony's Counsel.

3. CLASS SETTLEMENT PROCEDURES.

3.1 Cooperation to Obtain Court Approval. The Parties will jointly take reasonable steps necessary to secure the Court's approval of this Settlement Agreement and the Settlement.

3.2 Preliminary Approval and Provisional Class Certification. As soon as practicable after this Settlement Agreement is signed, Plaintiff must take steps to obtain preliminary approval of the class action settlement and provisional class certification from the Court. The Preliminary Approval Motion must request that the Court:

- (a) preliminarily approve this Settlement Agreement on the ground it is "fair, reasonable and adequate." *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 534 (3d Cir. 2004);
- (b) preliminarily approve the form, manner, and content of the Full Notice, Email Notice, Online Publication Notice, and Claim Form described in Sections 3.3 and 3.6 of this Settlement Agreement, and attached as **Exhibits B - E**;
- (c) set the date and time of the Final Approval Hearing least one hundred ninety-eight (198) calendar days after entry of the Preliminary Approval Order, subject to the Court's availability;
- (d) provisionally certify the Class under Rule 23(b)(3) of the Federal Rules of Civil Procedure for settlement purposes only;
- (e) find that Sony has complied with 28 U.S.C. § 1715(b);
- (f) stay all proceedings in the Action against Sony, except as may be necessary to implement or comply with the terms of the Settlement, until the Court renders a final decision on approval of the Settlement and set a briefing schedule for the papers in support of the Final Order;
- (g) conditionally appoint Grisafi as the class representative for settlement purposes only; and

- (h) conditionally appoint Nagel Rice LLP as Plaintiff's Counsel for settlement purposes only.

The proposed Preliminary Approval and Provisional Class Certification Order must be substantially similar to the form attached as Exhibit A. Plaintiff's Counsel must draft the motion papers and give Sony's Counsel drafts of the motion and proposed order to review at least seven (7) calendar days before filing the motion. Sony shall be permitted, but not required, to file its own brief or statement of non-opposition in support of the Preliminary Approval and Provisional Class Certification Order.

3.3 Class Notice. Subject to the Court entering the Preliminary Approval Order, the Parties agree that Sony and its retained Claims Administrator will provide the Class with notice of the proposed settlement by the following methods:

- (a) **Settlement Website and Toll-Free Number.** Unless otherwise ordered by the Court, within sixty (60) calendar days after entry of the Preliminary Approval Order, the Claims Administrator will set up the Settlement Website that provides mailing address and email address for administrative inquiries and a toll-free telephone number. The Settlement Website will post the SAC, Settlement Agreement, Preliminary Approval Order, Full Notice, Claim Form, and within three (3) Court days after it is filed, Plaintiff's Counsel's fee application. The Settlement Website will be active until at least the Final Settlement Date. The Settlement Website shall be designed and constructed to accept electronic Claim Form submission. The toll-free telephone number will receive calls relating to the Settlement and be limited to providing automated (*i.e.*, not live operator) information about the Settlement and ability to request the emailing or mailing of a Claim Form. The toll-free telephone number will be active until the Response Deadline has passed. After the Response Deadline, a recording will advise any callers that the Response Deadline has passed and that information regarding the Settlement may be viewed on the Settlement Website.
- (b) **Email Notice.** Unless otherwise ordered by the Court, within sixty (60) calendar days after entry of the Preliminary Approval Order and after the Settlement Website is live, Sony, through the Claims Administrator, will send an Email Notice to each Class Member for whom Sony has an email address. The Email Notice will be substantially similar to the form attached as Exhibit C, and will provide the internet address of the Settlement Website and an email and mailing address to contact the Claims Administrator. Any Class Member receiving an Email Notice will not be required to provide proof of purchase documentation, and the Email Notice will provide a code or verification to submit with the Claim Form instead of proof of purchase.
- (c) **Online Publication Notice.** Unless otherwise ordered by the Court, within sixty (60) calendar days after entry of the Preliminary Approval Order, Sony, through the Claims Administrator, will commence a media plan to provide publication notice through the following components consistent

with the prior Court-approved class notice: at least 1,000,000 internet impressions targeted to adults residing in the United States. The Online Publication Notice will be substantially similar to the form attached as Exhibit D.

3.4 CAFA Notice. Within ten (10) calendar days after this Agreement is filed with the Court, Sony shall cause to be served upon relevant government officials notice of the proposed settlement in accordance with 28 U.S.C. § 1715.

3.5 Proof of Notice. No later than ten (10) calendar days before the Final Approval Hearing, the Claims Administrator shall send Plaintiff's Counsel and Sony's Counsel via email an executed declaration from the Claims Administrator confirming that notice to the Class has been provided in accordance with Section 3.3 of this Settlement Agreement. Plaintiff will file the executed declaration with the Court in support of Plaintiff's motion for final approval.

3.6 Claims Procedure. To be eligible to receive a Settlement Payment, Class Members must accurately complete and submit a Claim Form with any required documentation specified on the Claim Form and deliver that form and any required supporting documentation to the Claims Administrator no later than the Response Deadline. The Claim Form and any supporting documentation required may be submitted electronically or by U.S. postal mail. The delivery date is deemed to be the date (a) the Claim Form is deposited in the U.S. Mail as evidenced by the postmark, in the case of submission by U.S. Mail, or (b) in the case of submission electronically through the Settlement Website, the date the Claims Administrator receives the Claim Form, as evidenced by the transmission receipt. Any Class Member who fails to submit a valid and timely Claim Form will not receive any benefits under this Settlement Agreement. The eligibility and any documentation requirements for each category of Settlement Payment are specified on the Claim Form.

3.7 Right to Verify. The Claims Administrator may review all submitted Claim Forms for completeness, validity, accuracy, and timeliness, and may contact any Claimant to request additional information and documentation to determine the validity of any claim. In addition, the Claims Administrator may verify that: (a) the information set forth in a submitted Claim Form is accurate and (b) the Claimant is a Class Member.

3.8 Right to Audit and Disputed Claims. Sony shall have the right to audit all submitted Claim Forms for completeness, validity, accuracy, and timeliness, and may submit its records in support of its position. If the Parties dispute a Claim Form's completeness, validity, accuracy, and timeliness, the Parties must meet and confer in good faith and work with the Claims Administrator in an effort to resolve the dispute and eliminate or limit the number of disputed Claims raised with the Court.

3.9 Objections. Any Class Member who has not submitted a timely written exclusion request pursuant to Section 3.10 of this Settlement Agreement and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, must deliver a written objection to the Claims Administrator no later than the Response Deadline. The Claims Administrator shall deliver all objections to Plaintiff's counsel and Sony's counsel within three business days of receipt of same. The delivery date is deemed to be the date the

objection is deposited in the U.S. Mail as evidenced by the postmark. It shall be the objector's responsibility to ensure receipt of any objection by the Claims Administrator. Written objections must be verified by a declaration under penalty of perjury or a sworn affidavit and must include: (a) the name and case number of the Action; (b) the full name, address, and telephone number of the person objecting (email address is optional); (c) the words "Notice of Objection" or "Formal Objection"; (d) in clear and concise terms, the objection and legal and factual arguments supporting the objection; and (e) facts showing that the person objecting is a Class Member. The written objection must be signed and dated, and must include the following language immediately above the signature and date "I declare under penalty of perjury under the laws of the United States of America that the foregoing statements regarding class membership are true and correct to the best of my knowledge." Any Class Member, who submits a written objection, as described in this paragraph, has the option to appear at the Final Approval Hearing, either in person or through personal counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, or to the award of attorneys' fees and costs. However, Class Members (with or without their attorneys) intending to make an appearance at the Final Approval Hearing must include on the timely and valid written objection a statement substantially similar to "Notice of Intention to Appear." If the objecting Class Member intends to appear at the Final Approval Hearing through counsel, he or she must also identify the attorney(s) representing the objecting Class Member who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, email address, and the state bar(s) to which counsel is admitted. If the objecting Class Member intends to request the Court to allow the Class Member to call witnesses at the Final Approval Hearing, such request must be made in the Class Member's written objection, which must also contain a list of any such witnesses and a summary of each witness's expected testimony. Only Class Members who submit timely written objections including Notices of Intention to Appear may speak at the Final Approval Hearing. If a Class Member makes an objection through an attorney, the Class Member will be responsible for his or her personal attorney's fees and costs. The objection will not be valid if it only objects to the lawsuit's appropriateness or merits.

3.10 Exclusion from the Class. Class Members may elect to exclude themselves from the Class and not to be bound by this Settlement Agreement or the Settlement. To make this election, Class Members must send a letter or postcard to the Claims Administrator stating: (a) the name and case number of the Action; (b) the full name, address, and telephone number of the Class Member requesting exclusion; and (c) a statement that he/she does not wish to participate in the Settlement, postmarked no later than the Response Deadline.

- (a) **Exclusion List.** The Claims Administrator must send Plaintiff's Counsel and Sony's Counsel via email a list of Class Members who have timely and validly excluded themselves from the Class no later than ten (10) calendar days before the filing date for Plaintiff's motion in support of the Final Approval Order and Judgment.
- (b) **Blow-up Clause.** Despite this Settlement Agreement, if more than five thousand (5,000) Class Members request exclusion, then Sony may, in its sole discretion, at any time before the Final Approval Hearing, notify Plaintiff's Counsel in writing that it has elected to terminate this Settlement Agreement. If this Settlement Agreement is terminated, it will be deemed

null and void *ab initio*. In that event: (i) the Preliminary Approval and Provisional Class Certification Order for purposes of Settlement and all of its provisions will be vacated by its own terms; (ii) the Action will revert to the status that existed before the Settlement Agreement's execution date; and (iii) no term or draft of this Settlement Agreement, or any part or aspect of the Parties' settlement discussions, negotiations, or documentation will have any effect or be admissible into evidence, for any purpose, in this Action or any other proceeding.

3.11 Settlement Payment Distribution. If the Court approves the Settlement of this Action, Sony, either itself or through the Claims Administrator, must mail the Settlement Payments to the Authorized Claimants within sixty (60) calendar days following the Final Settlement Date.

4. FINAL JUDGMENT AND RELEASES.

4.1 Judgment and Enforcement. The Parties agree that should the Court grant final approval of the proposed Settlement and enter Judgment, the Judgment shall include a provision for the retention of the Court's jurisdiction over the Parties to enforce the terms of this Settlement Agreement.

4.2 Final Approval Order and Judgment. At least twenty four (24) days prior to the Final Approval Hearing, Plaintiff must apply for Court approval of a proposed Final Approval Order and Final Judgment, substantially similar to the forms attached as **Exhibit F** and **Exhibit G**, respectively. Subject to the Court's approval, the Final Approval Order and Final Judgment shall, among other things:

- (a) finally approve the Settlement Agreement as fair, reasonable and adequate;
- (b) confirm final certification of the Class for settlement purposes pursuant to Federal Rule of Civil Procedure 23(b)(3);
- (c) find that the notice and the notice dissemination methodology complied with the Settlement Agreement, Federal Rule of Civil Procedure 23, and the Due Process Clause of the United States Constitution;
- (d) issue orders related to the relief provided for in the Settlement Agreement, including distribution of the Settlement Payments, payment of incentive award, and payment of Plaintiff's Counsel's fees and costs award;
- (e) incorporate the release set forth in the Settlement Agreement;
- (f) dismiss the Action with prejudice; and
- (g) retain jurisdiction over the Action and the Parties relating to the administration, consummation, or enforcement of the Settlement Agreement or the Final Approval Order and Judgment, and for any other necessary purpose.

Plaintiff's Counsel must also draft the motion papers and give Sony's Counsel drafts of the motion and proposed order to review at least seven (7) calendar days before the motion's filing and service date/deadline. Sony shall be permitted, but not required, to file its own brief or statement of non-opposition in support of the Final Approval Order and Judgment.

4.3 Effect of Agreement if Settlement Is Not Approved. This Settlement Agreement was entered into only for the purpose of Settlement. In the event that the Court conditions its approval of either the Preliminary Approval Order or the Final Approval Order and Judgment on any modifications of this Settlement Agreement that are not acceptable to all Parties, or if the Court does not approve the Settlement or enter the Final Approval Order and Judgment, or if the Final Settlement Date does not occur for any reason, then this Agreement shall be deemed null and void *ab initio* and the Parties shall be deemed restored to their respective positions *status quo ante*, and as if this Agreement was never executed. In that event (a) the Preliminary Approval Order and all of its provisions will be vacated by its own terms, including, but not limited to, vacating conditional certification of the Class for Settlement, conditional appointment of Plaintiff as class representatives for Settlement purposes, and conditional appointment of Plaintiff's counsel as Plaintiff's Counsel for Settlement purposes; (b) the Action will revert to the status that existed before the Settlement Agreement's execution date; and (c) no term or draft of this Settlement Agreement, or any part of the Parties' settlement discussions, negotiations or documentation will have any effect or be admissible into evidence for any purpose in the Action or any other proceeding. If the Court does not approve the Settlement or enter the Final Approval Order and Judgment for any reason, or if the Final Settlement Date does not occur for any reason, Sony shall retain all its rights to continue to object to the maintenance of the Action as a class action, and nothing in this Settlement Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any Party concerning whether the Action may properly be maintained as a class action.

4.4 Release as to All Class Members. Upon entry of the Judgment, Plaintiff and each member of the Class who has not timely requested exclusion from the Class, and each of their respective successors, assigns, legatees, heirs, and personal representatives, will be deemed to have released Sony, and each of its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, insurers and reinsurers, and Sony's and their respective successors and predecessors in interest, subsidiaries, affiliates, direct or indirect parents, wholly or majority-owned subsidiaries, affiliated and related entities, authorized resellers, partners and privities, and each of their company-sponsored employee benefit plans and all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents ("**Released Parties**"), from the Released Claims. For purposes of this Settlement Agreement, the "**Released Claims**" are defined as all manner of action, causes of action, claims, demands, rights, suits, obligations, contracts, agreements, promises, liabilities, damages (including punitive or any other form of exemplary damages), charges, fines, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever related to the dash, known or unknown, asserted or unasserted, in law or equity, fixed or contingent, which they have or may have arising out of or relating to any of the acts, omissions, or other conduct that have or could have been alleged in the Action or alleged in the SAC, including, but not limited to, any and all claims related to the dash's design, manufacturing, marketing, sales, or performance, or Sony's termination of support for the dash.

As to these Released Claims, the Class Members, and each of their respective successors, assigns, legatees, heirs, and personal representatives, expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

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

The Class Members fully understand that the facts on which the Settlement Agreement is to be executed may be different from the facts now believed by the Class Members and Plaintiff's Counsel to be true and expressly accept and assume the risk of this possible difference in facts and agree that the Settlement Agreement will remain effective despite any difference in facts. Further, Class Members agree that this waiver is an essential and material term of this release and the Settlement that underlies it and that without such waiver the Settlement would not have been accepted.

4.5 General Release by Named Plaintiff. In addition to the releases made by the Class Members set forth in Section 4.4 above, effective upon entry of the Judgment, Grisafi makes the additional following general release of all claims, known or unknown. Grisafi and each of his successors, assigns, legatees, heirs, and personal representatives, release and forever discharge the Released Parties from all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages (including punitive or any other form of exemplary damages), charges, fines, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, known or unknown, asserted or unasserted, in law or equity, fixed or contingent. (The release set forth in this Section shall be referred to hereinafter as the "*General Release*.") The General Release includes any unknown claims Grisafi does not know or suspects to exist in his favor at the time of the General Release, which, if known by him, might have affected his Settlement with, and release of, the Released Parties by Grisafi or might have affected his decision not to object to this Settlement Agreement or the General Release. With respect to the General Release, Grisafi stipulates and agrees that, effective upon entry of the Judgment, Grisafi shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

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

Further, Grisafi agrees that this waiver is an essential and material term of this release and the Settlement that underlies it and that without such waiver the Settlement would not have been accepted.

5. ADDITIONAL PROVISIONS.

5.1 No Admission of Liability or Wrongdoing. This Settlement Agreement reflects the Parties' compromise and Settlement of disputed claims. Its constituent provisions, and any and all drafts, communications, and discussions relating thereto, shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law (including, but not limited to, matters respecting class certification) by any person, including Sony, and shall not be offered or received in evidence or requested in discovery in this Action or any other action or proceeding as evidence of an admission or concession. Sony has denied and continues to deny each of the claims and contentions alleged by Plaintiff in the Action. Sony has repeatedly asserted and continues to assert defenses thereto, and has expressly denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action. Notwithstanding this provision, Sony agrees to waive any claim under Federal Rule of Civil Procedure 11 or any state, federal, or common law claim for malicious prosecution against Plaintiff and Plaintiff's Counsel.

5.2 Change of Time Periods. All time periods and dates described in this Settlement Agreement are subject to the Court's approval. These time periods and dates may be changed by the Court or by the Parties' written agreement without notice to the Class.

5.3 Fair, Adequate, and Reasonable Settlement. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement Agreement through arms-length negotiations, taking into account all relevant factors, present and potential. This Settlement Agreement was reached after extensive negotiations, including one mediation and continued discussions with the assistance of the mediator.

5.4 Real Parties in Interest. In executing this Settlement Agreement, the Parties warrant and represent that except as provided herein, neither said claims nor any part thereof have been assigned, granted, or transferred in any way to any other person, firm, or entity.

5.5 Voluntary Agreement. This Settlement Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm, or entity.

5.6 Binding on Successors. This Settlement Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

5.7 Parties Represented by Counsel. The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Settlement Agreement by independent counsel of their own choosing, that they have read this Settlement Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Settlement Agreement and of its legal effect.

5.8 Authorization. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein and, further, that each Party is fully entitled and duly authorized to give this complete and final release and discharge.

5.9 Entire Agreement. This Settlement Agreement and attached exhibits contain the entire agreement between the Parties and constitute the complete, final, and exclusive embodiment of their agreement with respect to the Action. This Settlement Agreement is executed without reliance on any promise, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Settlement Agreement.

5.10 Construction and Interpretation. Neither the Parties nor any of the Parties' respective attorneys shall be deemed the drafter of this Settlement Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them. This Settlement Agreement has been, and must be construed to have been, drafted by all the Parties to it, so that any rule that construes ambiguities against the drafter will have no force or effect.

5.11 Headings and Formatting of Definitions. The various headings used in this Settlement Agreement are solely for the convenience of the Parties and shall not be used to interpret this Settlement Agreement. Similarly, bolding and italicizing of definitional words and phrases is solely for the Parties' convenience and may not be used to interpret this Settlement Agreement. The headings and the formatting of the text in the definitions do not define, limit, extend, or describe the Parties' intent or the scope of this Settlement Agreement.

5.12 Exhibits. The exhibits to this Settlement Agreement are integral parts of the Settlement Agreement and Settlement and are hereby incorporated and made a part of this Settlement Agreement as though fully set forth in the Settlement Agreement.

5.13 Modifications and Amendments. No amendment, change, or modification of this Settlement Agreement or any part thereof shall be valid unless in writing signed by the Parties or their counsel.

5.14 Governing Law. This Agreement is entered into in accordance with the laws of the State of New Jersey and shall be governed by and interpreted in accordance with the laws of the State of New Jersey, without regard to its conflict of law principles.

5.15 Further Assurances. Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts or things reasonably necessary in connection with the performance of its obligations hereunder to carry out the express intent of the Parties hereto.

5.16 Agreement Constitutes a Complete Defense. To the extent permitted by law, this Settlement Agreement may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceedings that may be instituted, prosecuted, or attempted in breach of or contrary to this Settlement Agreement.

5.17 Execution Date. This Settlement Agreement shall be deemed executed upon the last date of execution by all of the undersigned.

5.18 Continuing Jurisdiction. The Court shall retain jurisdiction over the interpretation, effectuation, and implementation of this Settlement Agreement.

5.19 Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies or PDF copies of executed copies of this Agreement may be treated as originals.

5.20 Recitals. The Recitals are incorporated by this reference and are part of the Settlement Agreement.

5.21 Inadmissibility. This Settlement Agreement (whether approved or not approved, revoked, or made ineffective for any reason) and any proceedings or discussions related to this Settlement Agreement are inadmissible as evidence of any liability or wrongdoing whatsoever in any court or tribunal in any state, territory, or jurisdiction. Further, neither this Settlement Agreement, the Settlement contemplated by it, nor any proceedings taken under it, will be construed or offered or received into evidence as an admission, concession, or presumption by Sony that class certification is appropriate, except to the extent necessary to consummate this Settlement Agreement and the binding effect of the Final Approval Order and Judgment.

5.22 No Conflict Intended. Any inconsistency between this Settlement Agreement and the attached exhibits will be resolved in favor of this Settlement Agreement.

5.23 Notices. Any notice, instruction, application for Court approval or application for Court orders sought in connection with the Settlement Agreement or other document to be given by any Party to any other Party shall be in writing and (a) delivered personally or sent by registered or certified mail, postage prepaid, and (b) delivered by email, if to Sony to the attention of Sony's Counsel, and if to Class Members to the attention of Plaintiff's Counsel on their behalf.

PLAINTIFF'S COUNSEL	SONY'S COUNSEL
Bruce Nagel Randee Matloff Nagel Rice LLP 103 Eisenhower Parkway Roseland, NJ 07068 bnagel@nagelrice.com rmatloff@nagelrice.com	Michael Attanasio Cooley LLP 4401 Eastgate Mall San Diego, CA 92121 mattanasio@cooley.com

5.24 List of Exhibits: The following exhibits are attached to this Settlement Agreement:

- Exhibit A: [Proposed] Preliminary Approval and Provisional Settlement Class Certification Order
- Exhibit B: Full Notice
- Exhibit C: Email Notice
- Exhibit D: Online Publication Notice
- Exhibit E: Claim Form
- Exhibit F: [Proposed] Final Approval Order
- Exhibit G: [Proposed] Final Judgment

IN WITNESS WHEREOF, the Parties hereto, acting by and through their respective Counsel of record, have so AGREED.

Dated: October 25th, 2020



RICHARD GRISAFI

Dated: October 27, 2020

SONY ELECTRONICS INC


Shaka Johnson
Vice President and Associate General Counsel

EXHIBIT A

[Proposed] Preliminary Approval Order

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

RICHARD GRISAFI, on behalf of himself and
the Putative Class

Plaintiff,

v.

SONY ELECTRONICS INC.

Defendant.

No. 2:18-cv-08494-JMV-JBC

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
PROPOSED CLASS-ACTION
SETTLEMENT, CERTIFYING A
CLASS FOR SETTLEMENT
PURPOSES, APPROVING
PROPOSED CLASS NOTICE PLAN,
AND SCHEDULING FINAL
APPROVAL HEARING**

WHEREAS, plaintiff Richard Grisafi (“Plaintiff”) and defendant Sony Electronics Inc. (“Sony”, and collectively with Plaintiff, the “Parties”) have entered into a Settlement Agreement and Release (“Settlement Agreement”)¹, which, together with the exhibits attached thereto, sets forth the terms and conditions for the proposed class settlement of the claims alleged in the Second Amended Complaint (“SAC”), the operative complaint in the above-captioned action (the “Action”), on the merits and with prejudice (the “Proposed Settlement”);

WHEREAS, Plaintiff has filed a motion pursuant to Fed. R. Civ. P. 23(e) seeking preliminary approval of the Proposed Settlement (the “Motion”);

WHEREAS, the Parties consent to the granting of the Motion and the form and entry of this Order;

NOW THEREFORE, upon review and consideration of the Motion, the Settlement Agreement, and the exhibits attached thereto, including the proposed Full Notice, Email Notice,

¹ The Settlement Agreement, including all exhibits thereto, are hereby incorporated into this Order. Unless otherwise stated herein, the terms defined in the Settlement Agreement shall have the same meanings herein.

and Online Publication Notice, and the proposed Claim Form, and finding that substantial and sufficient grounds exist for entering this Order,

IT IS this _____ day of _____, 2020

ORDERED and ADJUDGED as follows:

1. The Court has jurisdiction over the subject matter of this Action and all Parties to the Action, including all Class Members, and venue is proper in this District.

APPROVAL OF PROPOSED SETTLEMENT

2. Subject to further consideration by the Court at the time of the Final Approval Hearing provided for below, the Court has determined that the Proposed Settlement meets the requirements for preliminary approval for the following reasons.

3. *First*, the Court finds that the Proposed Settlement is the result of good faith negotiations, conducted at arms-length over a period of several months, including a formal mediation proceeding conducted before former United States District Judge Stephen Orlofsky.

4. *Second*, the Court finds that there are no obvious deficiencies in the Proposed Settlement. Plaintiff, represented by counsel experienced in the prosecution of complex consumer class actions, has investigated the factual bases for the allegations set forth in the SAC, and Plaintiff's Counsel has filed numerous submissions with the Court addressing the applicable law. As a result of the work performed to date, Plaintiff's Counsel has a comprehensive understanding of the strengths and weaknesses of the Action, and the risks associated with its continued litigation.

5. *Third*, the Court finds that the Proposed Settlement falls within the range of reasonable outcomes. The benefits conferred upon the proposed Settlement Class, as defined below, are reasonable and adequate in light of the relief that Plaintiff and Plaintiff's Counsel

believe is likely to be recovered at trial, without the costs, uncertainty, delay, and other risks associated with continued litigation.

**PROVISIONAL CERTIFICATION OF THE CLASS
FOR SETTLEMENT PURPOSES**

6. Plaintiff also asks the Court to certify the proposed Settlement Class, as defined below, for settlement purposes only. The Parties agree that if this case were to proceed to trial, Sony would contest the issue of class certification.

7. **Settlement Class.** The Court finds that, for settlement purposes only, the requirements of Fed. R. Civ. P. 23(a) and (b)(3) are satisfied, and hereby provisionally certifies the following Settlement Class:

All individuals who (i) purchased a new Sony dash Personal Internet Viewer in the United States prior to July 12, 2017 and (ii) were residents of the United States at the time of purchase.

Excluded from the Class are Sony's Counsel, Sony's officers and directors, and the judges presiding over the Action.

8. The Court makes the following findings with respect to class certification, for settlement purposes only.

9. **Ascertainability.** The Parties agree that each member of the Settlement Class can be identified through Sony's internal records and/or proofs of my purchase in the form of (i) receipts, (ii) picture(s) of dashes showing class series/model and serial number, and/or (iii) other circumstantial documentation showing purchases.

10. **Numerosity.** The Parties estimate that the size of the Settlement Class exceeds 100,000 individuals. The proposed Settlement Class is thus sufficiently numerous that joinder of all class members into one suit would be impractical.

11. **Commonality.** The commonality requirement is satisfied because Plaintiff shares

at least one question of fact or law with the members of the Settlement Class he seeks to represent. They arise from the same events that give rise to the claims of other Class Members and are based on the same legal theories.

12. *Adequate Representation.* Plaintiff's interests are aligned with those of the other Class Members, and there is no conflict between Plaintiff's interests and those of the Class Members. Further, the Court finds that Plaintiff's Counsel possesses adequate experience, has vigorously prosecuted this Action, and has acted at arm's length from Sony.

13. *Predominance of Common Issues.* The Court finds that, with respect to the Proposed Settlement, the common issues raised by Sony's termination of support for the dash predominate over any individual questions relating to the settlement of this litigation, weighing in favor of class treatment at this junction.

14. *Superiority of the Class Action Mechanism.* The Court finds that, with respect to the Proposed Settlement, a class action is superior to all other available methods for the fair and efficient adjudication of the controversy.

15. *Conditional Appointment of Class Representative and Class Counsel.* The Court conditionally appoints Richard Grisafi as Class Representative for the purposes of the Proposed Settlement and certification of the Settlement Class for settlement purposes only. The Court conditionally appoints Bruce H. Nagel and Randee M. Matloff of Nagel Rice LLP, 103 Eisenhower Parkway, Roseland, New Jersey 07068 as Class Counsel pursuant to Fed. R. Civ. P. 23(g). Plaintiff and Class Counsel must fairly and adequately protect and represent the interests of the Class Members.

CLASS NOTICE

16. *Provision of Class Notice.* The Court finds that the proposed Full Notice, Email

Notice, and Online Publication Notice attached to the Settlement Agreement, and their manner of transmission, comply with Rule 23 and due process because the notices and forms are reasonably calculated to adequately apprise Class Members of (i) the pending lawsuit, (ii) the proposed settlement, and (iii) their rights, including the right to either participate in the settlement, exclude themselves from the settlement, or object to the settlement. Accordingly, Sony shall notify Class Members of the settlement in the manner specified under Section 3.3 of the Settlement Agreement.

17. **CAFA Notice.** The Court finds that Sony has complied with 28 U.S.C. § 1715(b).

REQUESTS FOR EXCLUSION AND OBJECTIONS TO SETTLEMENT

18. **Requesting Exclusion.** Class Members who want to be excluded from the settlement must send a letter or postcard to the Claims Administrator stating: (a) the name and case number of the Action: “*Richard Grisafi v. Sony Electronics Inc.*, Case No. 18-cv-8494 (JMV) (JBC)”; (b) the full name, address, and telephone number of the Class Member requesting exclusion (email address is optional); and (c) a statement that the person does not wish to participate in the Proposed Settlement, postmarked no later than one hundred sixty (160) calendar days after entry of this Order. The delivery date is deemed to be the date the request for exclusion is deposited in the U.S. Mail as evidenced by the postmark.

19. **Objection to Settlement.** Class Members who have not submitted a timely written exclusion request pursuant to paragraph 20 above and who want to object to the Settlement Agreement must deliver a written objection to the Claims Administrator no later than one hundred sixty (160) calendar days after entry of this Order. The objection must include: (a) the name and case number of the Action “*Richard Grisafi v. Sony Electronics Inc.*, Case No. 18-cv-8494 (JMV) (JBC)”; (b) the full name, address, and telephone number of the person objecting (email address is optional); (c) the words “Notice of Objection” or “Formal Objection”; (d) in clear and concise

terms, the objection and legal and factual arguments supporting the objection; and (e) facts showing that the person objecting is a Class Member. The written objection must be signed and dated, and must include the following language immediately above the signature and date: “I declare under penalty of perjury under the laws of the United States of America that the foregoing statements regarding class membership are true and correct to the best of my knowledge.” The delivery date is deemed to be the date the objection is deposited in the U.S. Mail as evidenced by the postmark. Any Class Member who submits a written objection, as described in this paragraph, may appear at the Final Approval Hearing, either in person or through personal counsel hired at the Class Member’s expense, to object to the Settlement Agreement. Class Members or their attorneys intending to make an appearance at the Final Approval Hearing, however, must include on the timely and valid written objection a statement substantially similar to “Notice of Intention to Appear.” If the objecting Class Member intends to appear at the Final Approval Hearing through counsel, he or she must also identify the attorney(s) representing the objecting Class Member who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, email address, and the state bar(s) to which counsel is admitted. If the objecting Class Member intends to request the Court to allow the Class Member to call witnesses at the Final Approval Hearing, such request must be made in the Class Member’s written objection, which must also contain a list of any such witnesses and a summary of each witness’s expected testimony. Only Class Members who submit timely written objections including Notices of Intention to Appear may speak at the Final Approval Hearing. If a Class Member makes an objection through an attorney, the Class Member will be responsible for his or her personal attorney’s fees and costs. The objection will not be valid if it only objects to the lawsuit’s appropriateness or merits.

20. *Failure to Object to Settlement.* Class Members who fail to object to the

Settlement Agreement in the manner specified above will: (1) be deemed to have waived their right to object to the Settlement Agreement; (2) be foreclosed from objecting (whether by a subsequent objection, intervention, appeal, or any other process) to the Settlement Agreement; and (3) not be entitled to speak at the Final Approval Hearing.

SCHEDULE AND PROCEDURES

21. *No Admissions.* Nothing in this Order is, or may be construed as, an admission or concession on any point of fact or law by or against any Party.

22. *Administration of Settlement.* Class Counsel and Counsel for Sony are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Settlement, including making, without further approval of the Court, non-material changes to the form or content of the Class Notice and other exhibits that they jointly agree are reasonable and/or are necessary.

23. *Termination.* If the Settlement Agreement terminates for any reason, the following will occur: (a) Class certification for settlement purposes will be automatically vacated; (b) Plaintiff will revert to his prior status as a non-Class Representative; (c) Plaintiff's Counsel will revert to their prior status as non-Class Counsel; and (d) this Action will revert to its previous status in all respects as it existed immediately before the Parties executed the Settlement Agreement. This Order will not waive or otherwise impact the Parties' rights or arguments regarding class certification or any trial of any claims.

24. *Stay of Dates and Deadlines.* All pretrial and trial proceedings and deadlines are stayed and suspended until further notice from the Court, except for such actions as are necessary to implement the Settlement Agreement and this Order.

25. *Final Approval Hearing.* On _____ at ____ [at least one hundred ninety-eight

(198) calendar days out from entry of Preliminary Approval Order] this Court will hold a Final Approval Hearing to determine whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate. This Court may order the Final Approval Hearing to be postponed, adjourned, or continued. If that occurs, Sony will not be required to provide additional notice to the Settlement Class, but the updated hearing date shall be posted on the Settlement Website.

RELEVANT DEADLINES		
Event	Deadline	Date
Deadline for CAFA Notice	10 days after filing of Preliminary Approval Motion	
Deadline for Settlement Website, Email Notice, and Online Publication Notice	60 days after entry of Preliminary Approval Order	
Deadline to File Papers in Support of Class Counsel's Application for Attorneys' Fees and Expenses and the Class Representative Incentive Award	139 days after entry of Preliminary Approval Order	
Deadline to Submit Claims, Exclusion Requests, and Objections	160 days after entry of Preliminary Approval Order	
Deadline to Respond to Objections and File Papers in Support of Final Approval	At least 24 days prior to Final Approval Hearing	
Deadline for Proof of Notice	At least 10 days prior to Final Approval Hearing	
Final Approval Hearing	At least 198 days after entry of Preliminary Approval Order	

Dated: _____, 2020

Hon. James B. Clark, III
U.S. MAGISTRATE JUDGE

EXHIBIT B

Full Notice

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

RICHARD GRISAFI, on behalf of himself and
the Putative Class

Plaintiff,

v.

SONY ELECTRONICS INC.

Defendant.

No. 2:18-cv-08494-JMV-JBC

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

TO: United States residents who purchased a new Sony dash Personal Internet Viewer in the United States on or before July 12, 2017.

IF YOU ARE A MEMBER OF THIS CLASS OF PERSONS, YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.

A settlement (“Settlement”) has been proposed in the class-action lawsuit referenced above pending in the United States District Court for the District of New Jersey, Case No. 18-cv-8494 (JMV) (JBC) (the “Action”). If the Court gives final approval to the Settlement, Sony Electronics Inc. (“Sony”) will provide for each Class Member who properly and timely completes and submits a Claim Form a one-time cash payment in an amount of \$11.25 or \$35 depending on eligibility and documentation requirements set forth below and on the Claim Form (“Settlement Payment”).

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
SUBMIT A CLAIM FORM	<p>This is the only way to get a Settlement Payment.</p> <p>Visit the Settlement website located at _____ to obtain and to electronically submit a Claim Form and supporting documentation. You can also print the Claim Form from the website and then submit it by mail along with any supporting documentation.</p>	<p>Deadline:</p> <p>_____</p> <p>—</p>
EXCLUDE YOURSELF	<p>If you exclude yourself from the Settlement, you will not receive a Settlement Payment under the Settlement. Excluding yourself is the only option that allows you to ever bring or maintain your own lawsuit against Sony regarding the allegations in the Action ever again.</p>	<p>Deadline:</p> <p>_____</p> <p>—</p>

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
OBJECT	You may write to the Court about why you object to (<i>i.e.</i> , don't like) the Settlement and think it should not be approved. Filing an objection does not exclude you from the Settlement.	Deadline: _____ —
GO TO THE "FAIRNESS HEARING"	<p>The Court will hold a Final Approval Hearing or "Fairness Hearing" to consider the Settlement and the request for attorneys' fees and costs of the lawyers who brought the Action.</p> <p>You may, but are not required to, speak at the Fairness Hearing about any objection you filed to the Settlement. If you intend to speak at the Fairness Hearing, you must also include as part of your objection a "Notice of Intention to Appear" to the Court and the Parties' attorneys indicating your intent to do so.</p>	Hearing Date: _____ —
DO NOTHING	You will not receive a Settlement Payment under the Settlement. You will also give up your right to object to the Settlement and you will not be able to be part of any other lawsuit involving the legal claims in this Action.	N/A

- These rights and options—and the deadlines to exercise them—are explained in more detail below.
- The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. *Please be patient.*

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BACKGROUND INFORMATION

1. *Why did I get this Notice?*

You received this Notice because a Settlement has been reached in this Action. According to Sony's available records you might be a member of the Settlement Class and may be eligible for the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines certain capitalized terms used in this Notice), see Section 20 below.

2. *What is this lawsuit about?*

Plaintiff Richard Grisafi (the "Representative Plaintiff") filed a lawsuit against Sony on behalf of himself and all others similarly situated. The lawsuit alleges that Sony improperly stopped supporting the dash Personal Internet Viewer ("dash") in July 2017.

Sony denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Sony further denies that any Class Member is entitled to any relief and, other than for settlement purposes, and that this Action is appropriate for certification as a class action. Sony denies any wrongdoing and any liability whatsoever.

The issuance of this Notice is not an expression of the Court's opinion on the merits or the lack of merits of the Representative Plaintiff's claims in the Action.

For information about how to learn about what has happened in the Action to date, please see Section 20 below.

3. *Why is this a class action?*

In a class-action lawsuit, one or more people called "Representative Plaintiff(s)" (in this Action, Richard Grisafi) sue on behalf of other people who have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The company sued in this case, Sony, is called the Defendant.

4. *Why is there a Settlement?*

The Representative Plaintiff has made claims against Sony. Sony denies that it has done anything wrong or illegal and admits no liability. The Court has **not** decided that the Representative Plaintiff or Sony should win this Action. Instead, both sides agreed to a Settlement in order to limit further expense, inconvenience, and uncertainty. That way, the Parties avoid the cost of a trial, and the Class Members will receive relief now rather than years from now, if at all.

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

The Court has decided that everyone who fits this description is a Class Member for purposes of the proposed Settlement: individuals who purchased a new dash in the United States prior to July 12, 2017 and were residents of the United States at the time of purchase.

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

If you are still not sure whether you are included, you can contact the Claims Administrator for free help about whether you are a Class Member. The email address of the Claims Administrator is _____, the U.S. postal (mailing) address is _____, and the toll-free telephone number is _____.

THE PROPOSED SETTLEMENT

7. *What relief does the Settlement provide to the Class Members?*

Sony has agreed to provide the Class a Settlement Payment of a one-time cash payment of either (a) \$11.25 for a Class Member who (i) purchased a new dash in the United States prior to July 12, 2017; (ii) was a United States resident at the time of purchase; and (iii) either registered his or her dash through the Sony Essentials website or has a proof of purchase; or (b) \$35 for a Class Member who (i) purchased a new dash in the United States prior to July 12, 2017; (ii) was a United States resident at the time of purchase; (iii) registered his or her dash through the Sony Essentials website; and (iv) whose dash was turned on and connected to the Sony servers as of July 12, 2017. To receive a Settlement Payment, you must timely complete and submit a valid Claim Form, which explains the eligibility and any documentation requirements for the different payment categories.

HOW TO REQUEST A SETTLEMENT PAYMENT – SUBMITTING A CLAIM FORM

8. *How can I get a Settlement Payment?*

To qualify for a Settlement Payment, you must send in a Claim Form by the deadline. A Claim Form is available by clicking [HERE](#) or on the Internet at the website _____ . The Claim Form may be submitted electronically or by postal mail. Read the instructions carefully, fill out the form, and postmark it by _____ or submit it online on or before 11:59 p.m. (Pacific) on _____ .

If you received an email notifying you of the Settlement, please provide the unique proof of purchase code included in that email when completing your Claim Form.

9. *When will I get a Settlement Payment and what is the deadline to cash the check for the Settlement Payment?*

As described in Sections 17 and 18 below, the Court will hold a hearing on _____ at _____, to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. You can check on the progress of the case on the website dedicated to the Settlement at _____. *Please be patient.*

You will have one hundred and eighty (180) days from the date of issuance to negotiate (*i.e.* cash) the check you receive for the Settlement Payment.

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFF

10. *Do I have a lawyer in this case?*

The Court has ordered that the law firm of Nagel Rice LLP (“Class Counsel”) will represent the interests of all Class Members. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. *How will the lawyers be paid?*

Sony has agreed to pay Class Counsel’s attorneys’ fees and costs up to \$xxx, subject to approval by the Court. You will not be required to pay any attorneys’ fees or costs for Class Counsel’s attorneys’ fees and costs.

12. Will the Representative Plaintiff receive any compensation for his efforts in bringing this Action?

The Representative Plaintiff will request a service award (also known as an “incentive award”) of up to \$10,000 for his services as a class representative and his efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the Representative Plaintiff. Sony agrees to pay to the Representative Plaintiff the incentive award approved by the Court up to \$10,000.

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS

13. What am I giving up to obtain relief under the Settlement?

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against Sony. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against Sony regarding the allegations in the Action. The Settlement Agreement, available on the Internet at the website _____ contains the full terms of the release.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

14. How do I exclude myself from the Settlement?

You may exclude yourself from the Class and the Settlement. If you want to be excluded, you must send a letter or postcard stating: (a) the name and case number of the Action “*Richard Grisafi v. Sony Electronics Inc.*, Case No. 18-cv-8494 (JMV) (JBC)””; (b) your full name, address, and telephone number (email address optional); and (c) a statement that you do not wish to participate in the Settlement, postmarked no later than _____ to the Claims Administrator at:

Richard Grisafi v. Sony Electronics Inc. Litigation Settlement

c/o _____

If you timely request exclusion from the Class, you will be excluded from the Class, you will not be bound by the judgment entered in the Action, and you will not be precluded from prosecuting any timely, individual claim against Sony based on the conduct complained of in the Action.

HOW TO OBJECT TO THE SETTLEMENT

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

At the date, time, and location stated in Section 18 below, the Court will hold a Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider Class Counsel’s request for an award of attorneys’ fees and costs.

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you must submit a written objection to the Claims Administrator at the address set forth below no later than (*i.e.*, postmarked by) _____.

Richard Grisafi v. Sony Electronics Inc. Litigation Settlement

c/o _____

The written objections must state: (a) the name and case number of the Action “*Richard Grisafi v. Sony Electronics Inc.*, Case No. 18-cv-8494 (JMV) (JBC)”; (b) the full name, address, and telephone number of the person objecting (email address optional); (c) the words “Notice of Objection” or “Formal Objection”; (d) in clear and concise terms, the objection and legal and factual arguments supporting the objection; and (e) facts showing that the person objecting is a Class Member. The written objection must be signed and dated, and must include the following language immediately above the signature and date:

“I declare under penalty of perjury under the laws of the United States of America that the foregoing statements regarding class membership are true and correct to the best of my knowledge.”

You may, but need not, submit your objection through counsel of your choice. If you do make your objection through an attorney, you will be responsible for your personal attorney’s fees and costs.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FAIRNESS HEARING.

If you submit a written objection, you may appear at the Fairness Hearing, either in person or through personal counsel hired at your expense, to object to the Settlement Agreement. You are not required, however, to appear. If you, or your attorney, intend to make an appearance at the Fairness Hearing, you must include on your timely and valid written objection a statement substantially similar to “Notice of Intention to Appear.”

If you intend to appear at the Fairness Hearing through counsel, you must also identify the attorney(s) representing you who will appear at the Fairness Hearing and include the attorney(s) name, address, phone number, email address, and the state bar(s) to which counsel is admitted.

Also, if you intend to request the Court to allow you to call witnesses at the Fairness Hearing, such request must be made in your written objection, which must also contain a list of any such witnesses and a summary of each witness's expected testimony.

16. *What is the difference between excluding myself and objecting to the Settlement?*

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

FAIRNESS HEARING

17. *What is the Fairness Hearing?*

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class, as well as to consider the award of attorneys' fees and costs to Class Counsel.

18. *When and where is the Fairness Hearing?*

On _____, 2021 at _____, a hearing will be held on the fairness of the proposed Settlement. At the Fairness Hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The Fairness Hearing will take place before the Honorable James B. Clark, III in Courtroom MLK 2A of the U.S. District Court for the District of New Jersey, located at 50 Walnut Street Room, Newark, New Jersey 07101. The Fairness Hearing may be postponed to a different date or time or location without notice. Please check _____ for any updates about the Settlement generally or the Fairness Hearing specifically. If the date or time of the Fairness Hearing changes, an update to the Settlement website will be the only way you will be informed of the change.

19. *May I speak at the Fairness Hearing?*

At the Fairness Hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

You may attend, but you do not have to. As described above in Section 15, you may speak at the Fairness Hearing only if (a) you have timely served and filed an objection and (b) you have timely and validly provided a Notice of Intent to Appear.

If you have requested exclusion from the Settlement, however, you may not speak at the Fairness Hearing.

ADDITIONAL INFORMATION

20. *How do I get more information?*

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, and the operative complaint filed in the Action, please visit the Settlement website located at: _____. Alternatively, you may contact the Claims Administrator at the email address: _____, the U.S. postal address (mailing): _____, or the toll-free telephone number: _____.

This description of this Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file, you should visit www.pacer.gov or the Clerk's office at 50 Walnut Street Room, Newark, New Jersey 07101 (973-645-3730). The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

21. *What if my address or other information has changed or changes after I submit a Claim Form?*

It is your responsibility to inform the Claims Administrator of your updated information. You may do so at the address below:

Richard Grisafi v. Sony Electronics Inc. Litigation Settlement

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.

Dated: _____, 2021

By: Order of the District of New Jersey
HONORABLE JAMES B. CLARK, III
U.S. MAGISTRATE JUDGE

EXHIBIT C

Email Notice

To: _____

From: _____

Re: LEGAL NOTICE OF SETTLEMENT OF CLASS ACTION

If you purchased a new Sony dash Personal Internet Viewer in the United States prior to July 12, 2017, and you were a resident of the United States at the time of purchase, you may be eligible to receive a cash payment from Sony.

Why did I get this notice? A settlement (“Settlement”) has been proposed in a class-action lawsuit pending in the U.S. District Court for the District of New Jersey (“Court”) titled *Richard Grisafi v. Sony Electronics Inc.*, Case No. 18-cv-8494 (the “Action”). According to available records, you might be a “Class Member.” The purpose of this notice is to inform you of the Action and the Settlement so that you may decide what steps to take in relation to it.

What is the Action about? The Action was filed against Sony Electronics Inc. (“Sony”) by Plaintiff Richard Grisafi alleging that Sony improperly stopped supporting the dash Personal Internet Viewer (the “dash”). Sony denies wrongdoing and liability, and both sides disagree on how much, if anything, the Class could have recovered after trial. **No court has decided which side is right. But both sides agreed to provide benefits to United States dash purchasers and to resolve the case in order to limit further expense, inconvenience, and uncertainty.**

Am I Class Member? You are “Class Member” if you purchased a new dash in the United States prior to July 12, 2017, and you were a resident of the United States at the time of purchase.

What relief does the Settlement provide? If you are a Class Member, you are eligible to receive a Settlement Payment of a one-time cash payment of either (a) \$11.25 for a Class Member who (i) purchased a new dash in the United States prior to July 12, 2017; (ii) was a United States resident at the time of purchase; and (iii) either registered his or her dash through the Sony Essentials website or has a proof of purchase; or (b) \$35 for a Class Member who (i) purchased a new dash in the United States prior to July 12, 2017; (ii) was a United States resident at the time of purchase; (iii) registered his or her dash through the Sony Essentials website; and (iv) whose dash was turned on and connected to the Sony servers as of July 12, 2017. To receive a Settlement Payment, you must timely complete and submit a valid Claim Form. A Claim Form is available on the Internet at the Settlement Website _____. The deadline to submit a Claim Form is _____.

YOUR UNIQUE PROOF OF PURCHASE CODE IS _____ . Please provide this code when completing your Claim Form.

What are my other options? If you do not want to be legally bound by the Settlement, you must exclude yourself by _____, or you won’t be able to sue Sony about the legal claims alleged in the Action ever again. If you exclude yourself, you cannot receive a Settlement Payment from this Settlement. If you stay in the Settlement by not excluding yourself, you may object to it by _____. If you object, you are still eligible to receive a Settlement Payment if you timely complete and submit a valid Claim Form. The detailed notice available at _____ explains how to request exclusion or object. The Court will hold a Fairness Hearing on _____ at _____ to consider whether to approve the Settlement, the request by Nagel Rice LLP, the lawyers representing all Class Members (including both Purchaser Class Members and Active User Class Members), for \$xxx in attorneys’ fees and costs, and the request by the class representative (Richard Grisafi) for \$10,000. You may ask to appear at the Fairness Hearing, but you do not have to.

More information? For complete information about the Settlement, to view the Settlement Agreement, related Court documents and Claim Form, and to learn more about how to exercise your various options under the Settlement, visit _____ . You may also contact the Claims Administrator at [email address], [postal address], or [toll-free telephone number].

EXHIBIT D

Online Publication Notice

Purchased a Sony dash Personal Internet Viewer? A settlement regarding the dash might affect your rights. Click [HERE](#) for more info.

EXHIBIT E

Claim Form

Richard Grisafi v. Sony Electronics Inc., Case No. 18-CV-8494
CLAIM FORM

YOU MUST SUBMIT YOUR CLAIM FORM NO LATER THAN _____.

PERSONAL INFORMATION. Please legibly print or type the following information:

Name (first, middle, and last): _____

Residential Street Address: _____

City, State, and ZIP code: _____

Telephone Number: (____) _____ Email Address (optional): _____

The above information will be used to send you your Settlement Payment and to communicate with you if any additional information is needed for or problems arise with your claim.

I declare one of the following (choose one):

CONFIRMATION OF CLASS MEMBERSHIP

I certify under penalty of perjury of the laws of the United States of America that I purchased a new Sony dash in the United States prior to July 12, 2017, I was a United States resident at the time I made my purchase, my dash was not turned on and connected to the internet as of July 12, 2017, and (choose one):

I received a proof of purchase code with my Email Notice, which is _____ . *The Claims Administrator will use your proof of purchase code to verify this statement.*

-or-

I am attaching proof of my purchase in the form of a (i) receipt, (ii) picture(s) of my dash showing class series/model and serial number, or (iii) other circumstantial documentation showing purchase. *The Claims Administrator will determine the sufficiency of (iii) other circumstantial documentation for proof of purchase and may request additional documentation from you. Please retain in your possession all supporting records.*

I certify under penalty of perjury of the laws of the United States of America that I purchased a new Sony dash in the United States prior to July 12, 2017, I was a United States resident at the time I made my purchase, and my dash was turned on and connected to the internet as of July 12, 2017. The proof of purchase code that was included in my Email Notice is _____. *The Claims Administrator will*

use your proof of purchase code to verify this statement.

ACKNOWLEDGEMENT

I have received notice of the class-action Settlement in this case, and I am a member of the class of persons described in the notice. I agree to release all the claims, known and unknown, stated in Recitals Section A of the Settlement Agreement. I submit to the jurisdiction of the United States District Court for the District of New Jersey with regard to my claim and for purposes of enforcing the release of claims stated in the Settlement Agreement.

I am aware that I can obtain a copy of the long-form notice (also known as the Full Notice) and Settlement Agreement by writing the Claims Administrator at the email address or the postal address below. I agree to furnish additional information to support this claim if required to do so.

The Claims Administrator may verify your claim, and Sony may audit claims. Please retain in your possession any supporting records. Claims that are incomplete and/or cannot be verified may be rejected.

IF SUBMITTED ELECTRONICALLY:

I agree that by submitting this Claim Form I certify under penalty of perjury of the laws of the United States of America that the foregoing is true and correct to the best of my knowledge and that checking this box constitutes my electronic signature on the date of its submission.

IF SUBMITTED BY U.S. MAIL:

I declare under penalty of perjury under the laws of the Unites States of America that the foregoing is true and correct to the best of my knowledge.

Dated: _____

Signature: _____

EXHIBIT F

[Proposed] Final Approval Order

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

RICHARD GRISAFI, on behalf of himself and
the Putative Class

Plaintiff,

v.

SONY ELECTRONICS INC.

Defendant.

No. 2:18-cv-08494-JMV-JBC

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS-
ACTION SETTLEMENT**

On _____, this Court heard Plaintiff Richard Grisafi’s (“Plaintiff”) motion for final approval of the class-action settlement (the “Motion”).

The Court previously entered an Order dated _____, preliminarily approving the Settlement, certifying the putative class in the above-captioned action (the “Action”) for settlement purposes only, ordering notice to be provided to Class Members by email and publication with a Settlement Website that posted the Full Notice and certain docket entries from this case, scheduling a Final Approval Hearing for _____, and providing an opportunity for Class Members to object to the proposed settlement (the “Preliminary Approval Order”).

NOW THEREFORE, upon review and consideration of the Motion and supporting papers, including the Settlement Agreement and Release (“Settlement Agreement”)¹, any objections filed with or presented to the Court, the Parties’ responses to any objections, and Counsel’s arguments, and finding that substantial and sufficient grounds exist for entering this Order,

IT IS this _____ day of _____, 2021

ORDERED and ADJUDGED as follows:

¹ The Settlement Agreement, including all exhibits thereto, are hereby incorporated into this Order. Unless otherwise stated herein, the terms defined in the Settlement Agreement shall have the same meanings herein.

1. The Court has jurisdiction over the subject matter of this Action and all Parties to the Action, including all Class Members, and venue is proper in this District.

2. Upon review of the record, the Court hereby finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, and therefore approves it. The Court has come to this determination pursuant to the factors outlined in cases such as *Girsh v. Jepson*, 521 F.2d 153 (3d Cir. 1975) and *In re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions*, 148 F.3d 283 (3d Cir. 1998). Among other matters considered, the Court took into account:

a. The complexity, expense, and likely duration of the litigation. This case presents complex factual and legal questions that, absent settlement, would have to be resolved through extensive proceedings for which the outcome is uncertain, including contested class certification proceedings involving experts and an extensive factual record, *Daubert* challenges, summary judgment briefing, and a complicated, lengthy trial of any claims that survive summary judgment. An appeal almost certainly would follow any ruling on class certification, summary judgment, and/or trial, whatever its outcome, thereby further delaying this case's final resolution for a period of months or even years.

b. The reaction of the Class to the Settlement. The reaction of the Class to the Settlement has been highly favorable. Of the more than 100,000 potential Class Members, only xx have timely opted out and not a single objection has been filed.

c. The stage of the proceedings and the amount of discovery completed. There has been sufficient discovery during the three years this Action has been pending. The Parties have conducted an investigation of the facts and have analyzed the relevant legal issues in regard to the claims and defenses asserted in the Action. The Parties

have participated in preliminary fact discovery, including exchanging numerous written discovery requests and responses, as well as discovery conducted in connection with the mediation.

d. The risks of establishing liability and the risks of establishing damages.

Defendant Sony Electronics Inc. (“Sony”) vigorously disputes both liability and damages, as well as the ability to make those determinations on a class-wide basis. Plaintiff’s ability to establish both liability and damages will likely hinge in large part on expert testimony, which is admissible only if it meets the requirements of the Federal Rules of Evidence and *Daubert*.

e. The risks of maintaining class action status through trial.

While Sony consents to the certification of a class for settlement purposes, it has indicated its vehement opposition to any attempt to certify a litigation class for trial. Plaintiff acknowledges, and the Court finds, that there is a risk that a class action cannot be maintained through a trial.

f. The ability of Defendant to withstand a greater judgment.

The Third Circuit has explained that the mere fact that a Defendant “could afford to pay more does not mean that it is obligated to pay any more than what [the class members] are entitled to under the theories of liability that existed at the time the settlement was reached.” *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 538 (3d Cir. 2004). Here, the Settlement represents a fair, reasonable, and adequate payment under the Plaintiff’s theories of liability.

g. The reasonableness of the Settlement in light of the best possible recovery and in

light of all the attendant risks of litigation. Cash payments of \$11.25 or \$35 to

Class Members who have not excluded themselves from the class represent a substantial recovery in light of Sony's numerous challenges to Plaintiff's theories of liability.

3. *Negotiated Settlement.* The Court finds that extensive arm's-length negotiations have taken place, in good faith, between Class Counsel and Sony's Counsel resulting in the Settlement Agreement. *See Demmick v. Cellco P'ship*, 2015 WL 13643682, at *5 (D.N.J. May 1, 2015). These negotiations were presided over by an experienced mediator, former United States District Judge Stephen Orlofsky.

4. *Notice to Class.* The Court finds that Sony provided notice to Class Members in compliance with Section 3.3 of the Settlement Agreement, due process, and Rule 23 of the Federal Rules of Civil Procedure. The notice: (i) fully and accurately informed Class Members about the lawsuit and settlement; (ii) provided sufficient information so that Class Members were able to decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the proposed settlement; (iii) provided procedures for Class Members to file written objections to the proposed settlement, to appear at the hearing, and to state objections to the proposed settlement; and (iv) provided the time, date, and place of the final Fairness Hearing.

5. *Class Certification for Settlement Purposes.* For the reasons stated in the Preliminary Approval and Provisional Settlement Class Certification Order, and having found nothing in any submitted objections that would disturb these previous findings, the Court finds and determines that the proposed Settlement Class, as defined below, meets all of the legal requirements for class certification for settlement purposes under Federal Rule of Civil Procedure 23(a) and (b)(3).

6. **Class Members.** The Class Members are defined as:

All individuals who (i) purchased a new Sony dash Personal Internet Viewer in the United States prior to July 12, 2017 and (ii) were residents of the United States at the time of purchase.

Excluded from the Class are Sony's Counsel, Sony's officers and directors, and the judges presiding over the Action.

7. **Consummation of Settlement Agreement.** Class Counsel and Sony are directed to consummate the Settlement in accordance with the Settlement Agreement. Sony, through the Claims Administrator, will issue a Settlement Payment to each Class Member who submitted a valid and timely Claim Form (*i.e.*, each Authorized Claimant) pursuant to the timeline stated in Section 3.11 of the Settlement Agreement. Without further order of the Court, the Parties may agree to reasonable extensions of the time to carry out any provisions of the Settlement Agreement.

8. **Incentive Award to Class Representative.** An incentive award to Plaintiff of \$ _____ is fair and reasonable in light of: (a) Plaintiff's risks in commencing this Action as the Class Representative and (b) the time and effort spent by Plaintiff in litigating this Action as the Class Representative. Payment shall be made pursuant to the timeline stated in Section 2.3 of the Settlement Agreement.

9. **Attorneys' Fees and Costs.** Class Counsel is awarded \$ _____ in fees and costs. Payment shall be made pursuant to the timeline stated in Section 2.3 of the Settlement Agreement.

10. **Release.** Plaintiff and all Class Members who did not properly request exclusion are: (1) deemed to have released and discharged Sony from all claims arising out of or asserted in this Action and claims released under the Settlement Agreement; and (2) barred and permanently enjoined from asserting, instituting, or prosecuting, either directly or indirectly, these claims. The full terms of the release described in this paragraph are set forth in Sections 4.4 and 4.5 of the

Settlement Agreement and are specifically incorporated herein by this reference.

11. *Binding Effect of Order.* This Order applies to all claims or causes of action settled under the Settlement Agreement, and binds all Class Members, including those who did not properly request exclusion under Paragraph 20 of the Preliminary Approval Order. This Order does not bind persons who filed timely and valid Requests for Exclusion. [Attached as Exhibit A is a list of persons who properly requested to be excluded from the Settlement.]

12. *No Admissions.* Nothing in this Order is, or may be construed as, an admission or concession on any point of fact or law by or against any Party.

13. *Court's Jurisdiction.* Without affecting the finality of this Order, or the judgment to be entered pursuant hereto, in any way, the Court shall retain jurisdiction over the Parties to the Settlement Agreement to administer, supervise, construe, and enforce the Settlement in accordance with its terms for the mutual benefit of the Parties.

Dated: _____, 2021

Hon. James B. Clark, III
U.S. MAGISTRATE JUDGE

EXHIBIT G

[Proposed] Final Judgment

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

RICHARD GRISAFI, on behalf of himself and
the Putative Class

Plaintiff,

v.

SONY ELECTRONICS INC.

Defendant.

No. 2:18-cv-08494-JMV-JBC

[PROPOSED] FINAL JUDGMENT

On _____, this Court heard Plaintiff Richard Grisafi's ("Plaintiff") motion for final approval of the class-action settlement.

In the _____ Order Granting Final Approval of Class-Action Settlement ("Final Approval Order"), the Court found that the Settlement Agreement and Release ("Settlement Agreement")¹ is, in all respects, fair, adequate, and reasonable, and therefore approved it.

In the Final Approval Order, the Court granted final certification for settlement purposes of a Class defined as:

All individuals who (i) purchased a new Sony dash Personal Internet Viewer in the United States prior to July 12, 2017 and (ii) were residents of the United States at the time of purchase.

Excluded from the Class are Sony's Counsel, Sony's officers and directors, and the judges presiding over the Action.

In the Final Approval Order, the Court also found that defendant Sony Electronics Inc. ("Sony", and collectively with Plaintiff, the "Parties") provided notice to Class Members in compliance with Section 3.3 of the Settlement Agreement, due process, and Rule 23 of the Federal Rules of Civil Procedure.

¹ The Settlement Agreement, including all exhibits thereto, are hereby incorporated into this Order. Unless otherwise stated herein, the terms defined in the Settlement Agreement shall have the same meanings herein.

NOW THEREFORE, the Court having considered the Settlement Agreement, all papers filed and proceedings held herein, and finding that substantial and sufficient grounds exist for entering this Judgment,

IT IS this ____ day of _____, 2021

ORDERED and ADJUDGED as follows:

1. The Court has jurisdiction over the subject matter of this Action and all Parties to the Action, including all Class Members, and venue is proper in this District.

2. All persons who satisfy the class definition above are "Class Members." However, persons who timely filed valid requests for exclusion are not Class Members. The list of excluded persons is attached hereto as Exhibit A.

3. Sony shall issue to each Class Member who submitted a timely and valid Claim Form (through the Claims Administrator) the Settlement Payment by check in an amount to be determined based on the Claim Form and supporting documentation. The checks constituting Settlement Payment shall be negotiable for one hundred and eighty (180) calendar days.

4. Plaintiff is awarded an incentive award of \$_____.

5. Class Counsel is awarded \$_____ in fees and costs.

6. Plaintiff and each Class Member who has not timely requested exclusion from the Class, and each of their respective successors, assigns, legatees, heirs, and personal representatives will be deemed to have released and discharged Sony, and each of its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, insurers and reinsurers, and Sony's and their respective successors and predecessors in interest, subsidiaries, affiliates, direct or indirect parents, wholly or majority-owned subsidiaries, affiliated and related entities, authorized resellers, partners and privities, and

each of their company-sponsored employee benefit plans and all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents from all causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages (including punitive or any other form of exemplary damages), charges, fines, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, known or unknown, asserted or unasserted, in law or equity, fixed or contingent, which they have or may have arising out of or relating to any of the acts, omissions, or other conduct that have or could have been alleged or otherwise referred to in the Action or Second Amended Complaint, including, but not limited to, any and all claims related to the dash Personal Internet Viewer's ("dash") design, manufacturing, marketing, sales, or performance, or Sony's termination of support for the dash. The full terms of the release described in this paragraph are set forth in Sections 4.4 and 4.5 of the Settlement Agreement and are specifically incorporated herein by this reference.

7. All Class Members are bound by this Judgment, the Final Approval Order, and the Settlement Agreement.

8. Nothing in this Judgment is, or may be construed as, an admission or concession on any point of fact or law by or against any Party.

9. Without affecting the finality of this Judgment in any way, the Court shall retain jurisdiction over the Parties to the Settlement Agreement to administer, supervise, construe, and enforce the Settlement in accordance with its terms for the mutual benefit of the Parties.

10. Pursuant to Federal Rules of Civil Procedure 54 and 58 and the Orders referenced above, and under the terms of the Settlement Agreement approved by the Court, the Court hereby enters JUDGMENT dismissing with prejudice this Action and all claims therein.

Dated: _____, 2021

Hon. James B. Clark, III
U.S. MAGISTRATE JUDGE