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Counsel for Plaintiff

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JOSEPH CARLOTTI, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

ASUS COMPUTER INTERNATIONAL; ASUSTEK
COMPUTER INC., and DOES 1-50,

Defendants.

CASE NO. 18-CV-03369-DMR

**DECLARATION OF JANET
SANDERS WITH POST-
DISTRIBUTION ACCOUNTING**

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1 I, Janet Sanders, declare and state that:

2 1. I am a Project Manager at the class action notice and settlement administration firm
3 Angeion Group, LLC (“Angeion”). In my role as Project Manager, I oversaw the notice program
4 and distribution program summarized below, I have access to all of Angeion’s business records
5 regarding the Notice Program, and am fully familiar with the facts contained herein based upon my
6 personal knowledge and information maintained in the ordinary course of Angeion’s business. I am
7 over the age of 18 and could and would testify competently to the facts set forth below if called
8 upon to do so.

9 2. On May 29, 2020, Angeion (through partner Steven Weisbrot) submitted a
10 declaration leading up to Final Approval of the Settlement in this action, detailing the services
11 Angeion provided in: mailing CAFA Notices, creating and implementing a media notice program
12 (including print publications, digital banner ads, and a press release), mailing and emailing direct
13 notice to Class Members, creating a website with an online claims portal, processing Claims and
14 requests for exclusions, corresponding with Claimants, and communicating with the Parties’
15 counsel regarding each of these steps; and the result of those services. Dkt. No. 79.

16 3. On June 22, 2020, the Court granted final approval to the Settlement and ordered that
17 a Post-Distribution Accounting be filed with the Court and posted on the Settlement Website within
18 21 days after the distribution of settlement funds.

19 4. On September 21, 2020, Angeion sent distribution payments to the claimants who
20 submitted valid claims. A copy of the text of the payment letter is attached hereto as Exhibit A. A
21 copy of the text of the email distributing Credit Certificates is attached hereto as Exhibit B.

22 5. Pursuant to the United States District Court Northern District of California’s
23 Procedural Guidance for Class Action Settlements, Angeion Group, LLC submits the following
24 Post Distribution Accounting Report:

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28**SETTLEMENT DETAILS**

Total Settlement Fund	Gross Settlement Fund: \$881,984.15
Total Number of Class Members	up to 24,798

NOTICE DETAILS

Methods of Notice	Mail Notice (Post-Cards sent) E-mail Notice Media Notice <ul style="list-style-type: none"> ▪ Digital Banner Ads ▪ Print Publications ▪ Press Release
Total Number of Post Card Notices Sent	2,194
Total Number of Post Card Notices Sent & <u>Not</u> Returned as Undeliverable	2,003
Total Number of Email Notices Sent	13,322
Total Number of Email Notices Sent & <u>Not</u> Returned as Undeliverable	13,267
Total Number of Digital Banner Ad Impressions Served	17,140,450
Total Reach Percentage	76.75%

CLAIM FORM SUBMISSIONS, EXCLUSIONS AND OBJECTIONS

Total Number of Claim Forms Submitted	31,932 Claim form Submissions <ul style="list-style-type: none"> ▪ 31,637 On-line submissions ▪ 295 Mail submissions
Total Number of Valid Claim Forms Submitted and Approved	998

Percentage of Valid Claim Forms (relative to Class)	4.025%
Total Number of Opt-Outs Submitted	28
Percentage of Opt-Outs Submitted (relative to Class)	0.113%
Total Number of Objections Submitted	0
Percentage of Objections Submitted	0.000%

SETTLEMENT PAYMENT DETAILS

Method(s) of Payment to Class Members	Physical Checks sent by the United States Postal Service (“USPS”) first-class mail, postage prepaid; Credit Certificates sent by email
Total Number of Cash Payments Issued to Class Members	470
Total Cash Amount Distributed to Class Members	\$45,760.00
Average Recovery Per Claimant	The deadline for class members to negotiate settlement payments is 12/21/2020, therefore this average number is not known at this time. If all settlement payments are cashed, the average payment per claimant will be \$97.36.
Median Recovery Per Claimant	The deadline for class members to negotiate settlement payments is 12/21/2020, therefore this median number is not known at this time. If all settlement payments are cashed, the median payment

1		per claimant will be \$110.00.
2	Total Number of Payments Issued to Class Members and Not Cashed/Cleared	The deadline for class members to negotiate settlement payments is 12/21/2020, therefore this total number is not known at this time. As of October 9, 2020, 112 checks have not been cashed.
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7	Total Value of Payments Not Cashed/Cleared	The deadline for class members to negotiate settlement payments is 12/21/2020, therefore this total number is not known at this time. As of October 9, 2020, checks worth a total of 11,330.00 have not been cashed.
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13	Smallest Payment Amount	\$55.00
14	Largest Payment Amount	\$110.00
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16	Total Number of Credit Certificates Issued to Class Members	528
17	Total Value of Credit Certificates Distributed to Class Members	\$107,940.00
18	Total Amount Available to Distribute to Cy Pres Recipients	N/A; \$0
19	Total Administration Costs	\$182,906 (Total as of 10/11/2020)
20		
21	Total Attorneys' Fees and Costs	\$787,500.00
22	Percentage of Attorneys' Fees and Costs of the Settlement Fund	89%
23	Injunctive or other non-monetary relief	Qualifying or extended warranty repairs.
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I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on October 9, 2020.

Janet Sanders

Janet Sanders, Esq.
Angeion Group, LLC

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Exhibit A

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Enclosed is your Settlement payment as a Settlement Class Member in the class action lawsuit *Carlotti, et al. v. ASUS Computer International, et al.*, Case No. 4:18-cv-03369, in the United States District Court for the Northern District of California. Your portion of the Settlement proceeds has been calculated in accordance with the terms of the Amended Settlement Agreement and the Order Granting Final Approval Of Class Action Settlement.

If you have questions regarding the tax treatment of this distribution, please consult your tax advisor. We cannot provide individual tax advice regarding this distribution. Please be sure to cash this check immediately. **This check will be void 90 days after the Check Date above.**

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Exhibit B

1 In accordance with the Amended Settlement Agreement in Carlotti, et al. v. ASUS Computer International,
2 et al, Case NO. 18-CV-03369-DMR, you have qualified to receive a Credit Certificate as your Settlement
3 Benefit that can be redeemed towards the purchase of any one or more products at www.asus.com/us (the
4 "ASUS website"), not including shipping costs or taxes.

5 Credit Certificates are fully transferrable and are stackable, meaning that more than one Credit Certificate
6 may be used towards any purchase. No minimum purchase is required to redeem a Credit Certificate. If the
7 total amount of the purchase (before shipping and taxes) is less than the amount of the Credit Certificate(s)
8 redeemed during the purchase transaction, the Credit Certificates shall have no residual value. The Credit
9 Certificate shall be capable of being combined with any other credit, voucher, coupon, sale, or other
10 discount of any kind and shall expire no less than two (2) years after issuance. Credit Certificates have no
11 cash value and cannot be used for any purpose other than as stated in the Settlement Agreement.

12 To apply your Credit Certificate towards the purchase of a product on the ASUS website please follow these
13 instructions:

- 14 1. Once you are on the Store page on the ASUS website, select the product(s) you wish to purchase.
- 15 2. Proceed to Checkout.
- 16 3. If you are a member, input the **Promo Code** you received in this email on the Shopping Cart screen.
- 17 4. If you are not a member, then complete the Sign Up Now form and follow the instructions. Go to the
18 Shopping Cart screen, then input the **Promo Code** you received in this email on the Shopping Cart
19 screen. Complete the form on the Customer Information page.

20 If you have any questions regarding your Credit Certificate, please contact ASUS at eshop@asus.com.