
**Attention Purchasers of ASUS Rog Strix GL502VS and GL502VSK
Laptops In the United States Between May 4, 2014 and November 19, 2019**

This Notice may affect your rights. Please read it carefully.

A federal court has authorized this Notice. This is not a solicitation from a lawyer.

- The Notice concerns a lawsuit called *Carlotti, et al. v. ASUS Computer International, et al.*, No. 4:18-cv-03369, pending in the United States District Court for the Northern District of California (the “Lawsuit”).
- A Class Action Settlement will resolve the Lawsuit against ASUS Computer International (“ACI”) and ASUSTeK Inc. (collectively, “Defendants”). The Settlement affects all Persons who purchased an ASUS Rog Strix GL502VS or GL502VSK laptop (the “Laptops”) in the United States from Defendants or an authorized ASUS retailer between May 4, 2014 and November 19, 2019.
- The Lawsuit contends that the Laptops were deceptively marketed as powerful, portable machines ideal for gaming and video editing with independent cooling systems to give the Laptops “stability required for intense gaming sessions.” Plaintiff alleges that the Laptops are not suitable for their ordinary and advertised purpose because the Laptops’ batteries drain even when the Laptops are connected to electrical outlets (the “Power Defect”). Plaintiff also alleges that the Laptops’ cooling systems are not independent because they use one set of heatsinks to dissipate heat from both the graphics processing unit and computational processing unit, so the Laptops overheat, leading to physical discomfort and/or diminishing the Laptops’ performance and durability (the “Overheating Issue”).
- Defendants deny any wrongdoing. They contend that the Laptops have always been truthfully marketed and labeled and do not suffer from any common defects.
- To settle the case, Defendants will provide all eligible Class Members a Cash Payment of up to \$110, or Credit Certificate of up to \$210. Class Members must file a Claim Form to obtain the Cash Payment. Class Members also must file a Claim Form to obtain the Credit Certificate, unless they sent a customer service request to Defendants about a Power Defect and/or Overheating Issue prior to March 19, 2019, as reflected by Defendants’ records. In addition, Defendants will extend the warranty on the ASUS Rog Strix GL502VS laptops that experienced the Power Defect.
- Defendants have the right to terminate the Settlement if more than 1,000 Class Members submit a timely and valid request to exclude themselves from the Settlement. If the Settlement is terminated, then the Lawsuit will proceed to trial.
- Plaintiff’s lawyers will ask the Court for an Attorneys’ Fees and Expenses award of up to \$787,500 which will be paid by Defendants. The Attorneys’ Fees and Expenses award is compensation for investigating the facts, litigating the case, and negotiating the Settlement. They will also ask for \$5,000 to be awarded to Plaintiff for bringing this Lawsuit. This payment is called an “Incentive Award.”
- Your legal rights are affected whether you act or don’t act. Read this Notice carefully.

This Notice contains a summary of the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.ASUSLaptopSettlement.com, or contact the Claim Administrator by email at Info@ASUSLaptopSettlement.com, by mail at *Carlotti v. ASUS Computer International, Inc.* Claim Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103 or by phone 1-844-263-6122.

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

Questions?

Visit www.ASUSLaptopSettlement.com, email Info@ASUSLaptopSettlement.com,
or call **1-844-263-6122**.

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT	DEADLINE
<p>Obtain Repairs Under the Extended Warranty</p>	<p>If your ASUS Rog Strix GL502VS model laptop suffered from the Power Defect, you can contact ACI technical support using the toll-free number 1-888-678-3688 for repairs.</p> <p>You can use the Extended Warranty regardless of whether you file a claim form for the Cash Payment or Credit Certificate, or whether you qualify for an Automatic Credit Certificate.</p> <p>NOTE: The Extended Warranty applies only to model GL502VS Laptops.</p>
<p>Submit a Claim Form</p>	<p>The later of: (i) three years from the date of purchase; (ii) 90 days from Final Approval; or (iii) 180 days from the date of a prior replacement of the internal power supply and/or power adapter by ASUS.</p> <p>You can receive a Cash Payment of up to \$110. Or you can receive a Credit Certificate of up to \$210 for a future purchase from ASUS. To get these benefits, you must submit a Claim Form (unless you qualify for an Automatic Credit Certificate as explained in the next paragraph).</p> <p>If you already sent a complaint to Defendants about a Power Defect and/or Overheating Issue prior to March 19, 2019, as reflected by Defendants’ records, you will get an Automatic Credit Certificate, and you are not required to submit a Claim Form. You must still submit a Claim Form if you want to receive a Cash Payment instead.</p>
<p>Opt Out</p>	<p>Get out of the lawsuit and the Settlement. This is the only option that allows you to ever bring or join another lawsuit raising the same legal claims against the Defendants. You will receive no Cash Payment or Credit Certificate under this Settlement, and no right to obtain a Qualifying Repair under the Extended Warranty.</p>
<p>File an Objection</p>	<p>Postmark or Online Submission Deadline: April 3, 2020</p> <p>Write to the Court about any aspect of the Settlement you don’t like or you don’t think is fair, adequate, or reasonable. If you object to any aspect of the Settlement, you must submit a written Objection by the Objection Deadline: April 3, 2020. Your objection must follow all the procedures stated in the body of this Notice under “Can I Object to the Settlement?”</p>
<p>Go to a Hearing</p>	<p>Postmark or Filing Deadline: April 3, 2020</p> <p>Speak in Court about the Settlement. If you wish to object to any aspect of the Settlement at the Final Approval Hearing, in person or by counsel, you must submit a written Objection by the Objection Deadline noted above and file and serve a Notice of Intention to Appear by April 16, 2020. See the “Can I Object to the Settlement?” section below for more information.</p>
<p>Do Nothing</p>	<p>Postmark or Online Submission Deadline: April 3, 2020</p> <p>You will not receive any payment; also, you will have no right to sue later for the claims released by the Settlement.</p>

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

Questions?

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- The Court in charge of this case still has to decide whether to approve the Settlement. Cash Payments and Credit Certificates will be sent to Settlement Class Members only if the Court approves the Settlement. If there are appeals, payments will not be made until the appeals are resolved and the Settlement becomes effective. Please be patient.
- On **April 30, 2020** at 1:00 P.M. PDT, the Court will hold a **Final Approval Hearing** to determine: (1) whether the proposed Settlement should be approved as fair, reasonable, and adequate and should receive final approval; (2) whether Plaintiff’s Counsel’s application for an award of Attorneys’ Fees and Expenses should be granted; and (3) whether Plaintiff’s application for an Incentive Award payment should be granted. The hearing will be held in the United States District Court of the Northern District of California, before Magistrate Judge Donna M. Ryu, in the Oakland Courthouse, 1301 Clay Street, Oakland, CA 94612, in Courtroom 4 on the 3rd floor, or such other judge assigned by the Court. This hearing date may change without further notice to you. Consult the Settlement Website at www.ASUSLaptopSettlement.com, or the Court docket in this case available through Public Access to Court Electronic Records (“PACER”) (<http://www.pacer.gov>), for updated information on the hearing date and time.

Important Dates

April 3, 2020	Claims Deadline
April 3, 2020	Objection Deadline
April 3, 2020	Opt-Out Deadline
April 16, 2020	Deadline to File Notice of Intent to Appear at Hearing
April 30, 2020 at 1:00 P.M. PDT	Final Approval Hearing

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Questions?

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or call **1-844-263-6122**.

1. How Do I Know If I Am Affected by the Settlement?

This case involves the ASUS Rog Strix GL502VS and the ASUS Rog Strix GL502VSK laptop computers (the “Laptops”) purchased in the United States between May 4, 2014 and November 19, 2019.

The Parties will ask the Court to certify a Settlement Class defined as “all persons in the United States who purchased a new ASUS Rog Strix GL502VS or ASUS Rog Strix GL502VSK laptop computer from Defendants or an authorized retailer of Defendants between May 4, 2014 and November 19, 2019.” Excluded from the Class are: (i) the Honorable Magistrate Ryu and any member of her immediate family; (ii) any government entity; (iii) Martin Quinn and any member of his immediate family; (iv) Defendants; (v) any entity in which Defendants have a controlling interest; (vi) any of Defendants’ parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns; (vii) any person whose purchase of a Laptop was for resale purposes; (viii) any person who timely opts out of the Settlement; (ix) any person who received a full refund of a Laptop’s entire purchase price from ASUS or a retailer in connection with the Power Defect, Overheating Issue, or heat-related issues alleged in the Lawsuit; (x) any person who received a replacement Laptop that did not suffer from the Power Defect or Overheating Issue; and (xi) any person who signed a release regarding their Laptop.

If the Settlement does not become effective (for example, because it is not finally approved, or the approval is reversed on appeal), then this litigation will continue.

2. What Is the Lawsuit About?

A lawsuit was brought by Plaintiff against Defendants for marketing the Laptops as powerful, portable machines ideal for gaming and video editing with independent cooling systems to give the Laptops “stability required for intense gaming sessions.” Plaintiff alleges that the Laptops are not suitable for their ordinary and advertised purpose of gaming and video editing because they uniformly suffer from a defect that causes the Laptops’ batteries to drain even when the Laptops are connected to, and drawing power from, electrical outlets (the “Power Defect”). Plaintiff also alleges that contrary to Defendants’ marketing representations, the Laptops’ cooling system uses a unitary set of heatsinks to dissipate heat from the graphics processing unit (“GPU”) and computational processing unit (“CPU”). Plaintiff alleges that heat generated by computationally or graphically demanding programs overloads the unitary cooling system’s ability to dissipate heat from the CPU and GPU and causes the Laptop to overheat to the point of causing physical discomfort and/or diminishing the Laptops’ performance and durability (the “Overheating Issue”). Plaintiff additionally alleges that Defendants failed to honor their warranties for the Laptops because Defendants responded to requests for warranty repairs by replacing the Laptops’ defective components with identical and equally defective components. Defendants deny that there is any factual or legal basis for Plaintiff’s allegations. Defendants contend that its Laptops do not suffer from the Power Defect or Overheating Issue, deny making any misrepresentations and, therefore, deny any liability. They also deny that Plaintiff or any other members of the Settlement Class have suffered any injury or are entitled to monetary or other relief. The Court has not determined whether Plaintiff or Defendants are correct.

3. Why Is There a Lawsuit?

While Defendants deny that there is any legal entitlement to a refund or any other monetary relief, Plaintiff contends that the Defendants caused consumers to purchase the Laptops when they would not

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otherwise have done so and/or the Defendants caused consumers to pay more for the Laptops as a result of Defendants' failure to disclose the Power Defect or Overheating Issues. The lawsuit seeks to recover, on behalf of all Settlement Class Members, monetary damages as a result of the alleged misrepresentations.

4. Why Is This Case Being Settled?

Plaintiff filed his original lawsuit on May 4, 2018 in Alameda Superior Court. This lawsuit was removed to the United States District Court of the Northern District of California on June 7, 2018.

Plaintiff's Counsel conducted a thorough examination and investigation of the facts and law relating to the matters in the Litigation, which included extensive formal and informal discovery, the retention and consultation of an electrical engineering expert, requesting and receiving written discovery responses from ACI, examining Defendants' documents, and questioning Defendants about their documents.

On March 19, 2019, the Parties participated in an all-day mediation conducted by Honorable Martin Quinn at JAMS in San Francisco, California.

Counsel for both Plaintiff and Defendants have determined that there is significant risk in continuing the litigation. In particular, Plaintiff may have substantial difficulty establishing: (1) that all the Laptops uniformly experienced the Power Defect and Overheating Issues, (2) that Defendants' marketing materials were likely to deceive reasonable consumers, (3) that omissions in the marketing materials were material to reasonable consumers, (4) the amount of damages or restitution due to the class or to any class member, and (5) that common questions predominate over individual issues such that a class may be certified. After considering the risks and costs of further litigation, the Parties have concluded that it is desirable that the Plaintiff's claims be settled and dismissed on the terms of the Settlement Agreement.

Plaintiff and his counsel believe that the terms and conditions of the Settlement are fair, reasonable, adequate, and equitable, and that the Settlement is in the best interest of the Settlement Class Members.

5. What Can I Get In The Settlement?

Extended Warranty

ACI agreed to extend the warranty on all ASUS Rog Strix GL502VS laptops to cover all "Qualifying Repairs" until the later of: (i) three years from the date of purchase; (ii) 90 days from Final Approval; or (iii) 180 days from the date of a prior replacement of the internal power supply and/or power adapter by ASUS ("Extended Warranty"). The "Qualifying Repairs" are replacements of the motherboard and/or AC power adapters as necessary to resolve the Power Defect.

To obtain a Qualifying Repair, then you must contact ACI technical support using the toll-free number 1-888-678-3688, and follow ACI's instructions for shipping your ASUS Rog Strix GL502VS Laptop to a repair facility for repairs. If ASUS determines that your Rog Strix GL502VS Laptop is entitled to a Qualifying Repair, then ACI will repair it at no charge to you. If ASUS determines that your Rog Strix GL502VS Laptop is not entitled to a Qualifying Repair, and the laptop is not eligible for other repairs under its existing warranty, then ACI will offer to repair the laptop at your expense.

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You are entitled to Extended Warranty repairs without filing a Claim Form. Additionally, you can also choose to use the Extended Warranty and separately obtain the Cash Payment or Credit Certificate by filing a Claim Form (or if you qualify for an Automatic Credit Certificate) as set forth below.

Cash Payment or Credit Certificate

You may receive an Automatic Credit Certificate if you qualify, or file a claim to receive a Cash Payment or Credit Certificate, regardless of whether you opt to receive Qualifying Repairs under the Extended Warranty described above.

To receive a Cash Payment, you must fill out and submit a Claim Form. Cash Payments will be paid by check sent via first-class mail to the mailing address you provide on the Claim Form. Instructions are provided on the Claim Form.

Credit Certificates can be redeemed towards the purchase of any one or more ASUS products at <https://store.asus.com/us>, not including shipping costs or taxes. Credit Certificates are fully transferrable and are stackable, meaning that more than one Credit Certificate may be used towards a single purchase. No minimum purchase is required to redeem a Credit Certificate. If the total amount of the purchase (before shipping and taxes) is less than the amount of the Credit Certificate(s) redeemed during the purchase transaction, the Credit Certificates shall have no residual value. The Credit Certificate can be combined with any other credit, voucher, coupon, sale, or other discount of any kind and will not expire for two years after issuance. Credit Certificates have no cash value and cannot be used for any purpose other than as stated in this section.

The amount and type of Settlement Benefit that Settlement Class Members are entitled to receive depends on whether you are a member of Group A, B, or C.

Group A: You are in Group A if you are a Settlement Class Member and you (1) have a Laptop Proof of Purchase; or (2) purchased a Laptop directly from the ASUS Website; or (3) registered a Laptop with ASUS prior to January 10, 2020, as reflected by ASUS' records. Members of Group A can choose between a \$210 Credit Certificate or a \$110 Cash Payment. To submit a Group A Claim, you must provide the Laptop's Serial Number and, if the you did not purchase the Laptop directly from the ASUS website or register the Laptop with ASUS prior to January 10, 2020, then you must also provide a Laptop Proof of Purchase. In order to confirm the validity of Claims made under Group A and to protect against fraudulent Claims, Defendants have the right to demand inspection of your Laptop to verify whether it suffers from the Power Defect and/or Overheating Issue. However, Defendants may not demand to inspect your Laptop if you made a posting regarding the Power Defect or Overheating Issue on Defendants' Website, forums, or chat room (collectively, "Postings") prior to March 19, 2019 and you submit a copy of such Postings with your Claim Form.

Group B: You are in Group B if you submitted a complaint about the Power Defect and/or Overheating Issue to Defendants' customer service department prior to March 19, 2019. If Defendants have your contact information, then you will automatically receive a \$210 Credit Certificate. You do not need to submit a Claim Form. You may opt to receive a \$110 Cash Payment instead, but if you want the Cash Payment, then you have to submit a Claim Form for Group B.

Group C: You are in Group C if you are a Class Member but you are not in Group A or B.

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Members of Group C can receive either a \$105 Credit Certificate or a \$55 Cash Payment. You must fill out a Claim Form and you must provide your Laptop's Serial Number.

Summary of Group Membership			
Group	Group A	Group B	Group C
How do I know if I am included?	If you (1) have the Laptop Proof of Purchase; (2) purchased the Laptop from the ASUS Website; or (3) registered the Laptop with ASUS prior to the Notice Date of January 10, 2020, as reflected by ASUS' records.	If you sent a customer service request to Defendants about the Power Defect and/or the Overheating Issue prior to March 19, 2019.	All other purchasers of the Laptop.
What can I receive?	\$210 Credit Certificate <i>or</i> \$110 Cash Payment	\$210 Credit Certificate <i>or</i> \$110 Cash Payment	\$105 Credit Certificate <i>or</i> \$55 Cash Payment
Do I need to submit a Claim Form to receive benefits?	Yes	No, unless you choose to receive a Cash Payment instead of the Automatic Credit Certificate.	Yes
Am I required to swear that my Laptop had the Power Defect and/or Overheating Issue?	Yes	No	Yes
What information must I provide with my Claim?	You must provide your Laptop Serial Number and, if you did not purchase your Laptop directly from the ASUS website or register your Laptop with ASUS prior to the Notice Date of January 10, 2020, you must also provide a Laptop Proof of Purchase.	None	You must provide your Laptop Serial Number.
Can ASUS inspect my Laptop?	Yes, subject to conditions listed below*. You may avoid the inspection if you submit a copy of a posting you made on Defendants' Website, forums, or chat room (collectively, "Postings") prior to March 19, 2019.	No	No

"Serial Number" means the serial number of the Laptop. The following webpage on Defendants' Website provides information about how to determine the Laptop's Serial Number: <https://www.asus.com/us/support/article/566/>.

*In order to confirm the validity of Claims made under Group A and to protect against fraudulent Claims, Defendants have the right to demand a Laptop inspection for Claims made under Group A, subject

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to the following conditions:

- (a) The inspection must be conducted by ACI, unless both Defendants and the Settlement Class Member agree otherwise.
- (b) At the election of the Defendants, the inspection must be conducted (1) at the home or business of the Settlement Class Member; or (2) at an alternative inspection site, in which case Defendants pay any shipping costs incurred in delivering the Laptop.
- (c) The inspection must be conducted within twenty (20) days of Defendants' demand for the inspection, unless otherwise agreed by Settlement Class Member.
- (d) Any demand for inspection must be accompanied by instructions informing the Settlement Class Member of the conditions set forth herein and of the right to refuse the inspection entirely, in which case the claim will be treated as a Group C Valid Claim.

Defendants may not demand to inspect your Laptop if you made a Posting regarding the Power Defect or Overheating Issue online prior to March 19, 2019 and you submit a copy of such Postings with your Claim Form.

Claims will be paid only if deemed valid and only after the Court finally approves the Settlement.

6. **How Do I Make A Claim?**

To make a Claim for a Group A or Group C Cash Payment or Credit Certificate, you must fill out a Claim Form. Claim Forms are available on the Settlement Website at www.ASUSLaptopSettlement.com.

To obtain the Group B Cash Payment, you must fill out the Claim Form for a Group B Cash Payment, which is available on the Settlement Website at: www.ASUSLaptopSettlement.com. You do not need to complete a Claim Form to obtain the Automatic Credit Certificate.

You can submit the Claim Form online, or you can print it and mail it to the Claim Administrator at: *Carlotti v. ASUS Computer International, Inc.* Claim Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. Claim Forms must be submitted online or postmarked by **April 3, 2020**. Cash Payments and Credit Certificates will be issued only if the Court gives final approval to the proposed Settlement and after the Final Approval is no longer subject to appeal. Please be patient as this may take months or even years in the event of an appeal.

7. **When Do I Get My Benefits?**

The Court will decide whether to approve the Settlement at a Final Approval Hearing. That hearing is currently scheduled for April 30, 2020.

Extended Warranty: If the Court approves the Settlement, the Extended Warranty will be made available beginning on the date of Final Approval. The Extended Warranty will continue to be honored unless the approval of the Settlement is reversed on appeal.

Cash Payments and Credit Certificates: If the Court approves the Settlement and there are no appeals, then Cash Payments and Credit Certificates will be distributed approximately 45 days after the

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Settlement is no longer subject to appeal or review, unless otherwise ordered by the Court. If the Court does not approve the Settlement, or if the Settlement is overturned on appeal, no Cash Payments or Credit Certificates will be issued.

8. What Do Plaintiff and His Lawyers Get?

To date, Plaintiff's Counsel has not been compensated for any of their work on this case. As part of the Settlement, Plaintiff's Counsel may apply to the Court for an award of up to \$787,500 from Defendants to pay their Attorneys' Fees and Expenses. An award to Plaintiff's Counsel does not affect the funds available to pay Valid Claims.

In addition, the Plaintiff in this case may apply to the Court for an Incentive Award up to \$5,000. This payment is designed to compensate Plaintiff for the time, effort, and risks he undertook in pursuing this litigation.

A copy of Plaintiff's Counsel's request for an award of Attorneys' Fees and Expenses and an Incentive Award is available on the Settlement Website. The Court will determine the amount of Attorneys' Fees and Expenses as well as the amount of the Incentive Award.

9. What Happens If I Do Not Opt Out of the Settlement?

If you are a Settlement Class Member and you do not Opt Out of the Settlement, you will be legally bound by all orders and judgments of the Court, and you will also be legally bound to the Releases of the claims in the Settlement. This means that in exchange for being a Settlement Class Member and being eligible for the benefits of the Settlement, you will not be able to sue, continue to sue, or be part of any other lawsuit against ASUS Computer International Inc., ASUSTeK Inc., and/or any of the Released Parties that involves the same legal allegations as those resolved through this Settlement.

You will not be responsible for any out-of-pocket costs or attorneys' fees concerning this case if you stay in the Settlement Class.

Staying in the Settlement Class means that you give up the following legal claims:

- a) Upon the Effective Date and without any further action by the Court or by any Party to this Agreement, Settlement Class Members (except any such Person who has filed a proper any timely request for exclusion from the Settlement Class), whether on their own behalf or on behalf of any class or other person or entity, shall release and forever discharge the Released Parties from any and all injuries, demands, losses, damages, costs, loss of service, expenses, compensation, claims, suits, causes of action, obligations, rights, liens, and liabilities of any nature, type, or description, whether known or unknown, contingent or vested, in law or in equity, based on direct or vicarious liability, and regardless of legal theory, that: (a) relate to, are based on, concern, or arise out of the Allegations; (b) were asserted or could have been asserted (whether individually or on a class-wide basis) in the Litigation or any other action or proceeding relating to the Power Defect and/or Overheating Issue and/or the labeling, marketing, advertising, sale, or servicing of the Laptops arising out of relating in any way to the Allegations that was brought or could have been brought on or prior to September 12, 2019, including, but not limited to, claims that Defendants engaged in unfair and/or deceptive business practices and/or violated applicable consumer protection

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statutes or other common laws or statutes of all fifty (50) states and the United States; (c) for breach of contract and breach of the covenant of good faith and fair dealing arising out of relating in any way to the Allegations; (d) for breach of express warranty and breach of implied warranty arising out of relating in any way to the Allegations; and/or, without limiting the foregoing, (e) are based, in any way, on which the facts and claims asserted in the Litigation are based upon and depend upon (the “Released Claims”).

- b) With respect to the Released Claims set forth in the preceding paragraph, each Settlement Class Member shall be deemed to have waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law or otherwise, which is similar, comparable, or equivalent to section 1542 of the California Civil Code, 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 Settlement Class Members understand and acknowledge the significance of these waivers of California Civil Code section 1542 and any other applicable federal or state statute, case law, rule or regulation relating to limitations on releases. In connection with such waivers and relinquishment, the Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally, and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the release of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

- c) The Parties shall be deemed to have agreed that the release set forth herein will be and may be raised as a complete defense to and will preclude any action or proceeding based on the Released Claims.
- d) Nothing in this release shall operate to bar or release any claim for personal injury or property damage arising out of the use of the Product, nor shall anything in this release operate to bar any defense, cross-claim or counter-claim in any action initiated by any of the Released Parties against any Settlement Class Member.

10. How Do I Opt Out of the Settlement?

You can Opt Out of the Settlement Class if you wish to retain the right to sue Defendants separately for the Released Claims. If you Opt Out, you cannot file a Claim or Objection to the Settlement.

To Opt Out, you must complete the online form at the Settlement Website

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www.ASUSLaptopSettlement.com or mail an Opt Out request to the Claim Administrator at Class Action Opt Out c/o *Carlotti v. ASUS Computer International, Inc.* P.O. Box 58220, Philadelphia, PA 19102, with copies mailed to Plaintiff's Counsel and Counsel for Defendants. If mailed, the Opt Out request must be signed by you, contain your full name, address, and phone number(s), and the following statement: "I/We request to Opt Out from the settlement in the ASUS Action." The Opt Out request must be submitted online or postmarked by the Opt Out Deadline of **April 3, 2020**.

11. **Can I Object to the Settlement?**

You can ask the Court to deny approval of the Settlement by timely filing an Objection with the Court. You can't ask the Court to change the terms of the Settlement or order larger Settlement Benefits; the Court can only approve or disallow the Settlement as it is written. If the Court does not approve the Settlement, then no Cash Payments or Credit Certificates will be sent out, and the Lawsuit will continue.

You can also ask the Court to deny Plaintiff's request for Attorneys' Fees and Expenses and the Incentive Award. If the Court does not approve those payments, then Plaintiff and/or his counsel will not get paid. Denying Plaintiff's motion for Attorneys' Fees and Expenses and Incentive Award will not increase the amount of money paid to the Settlement Class.

You may appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. If you want to raise an objection to the Settlement at the Final Approval Hearing, you must first submit that objection in writing to the Clerk of the Court as set forth below. **Your objection must be filed or postmarked on or before the Objection Deadline of April 3, 2020.** To appear in person or by counsel at the Final Approval Hearing, no later than April 16, 2020, you must file with the Court and serve on Class Counsel and Defendants' Counsel a Notice of Intention to Appear, with copies of any papers, exhibits, or other evidence that you or your counsel will present.

Your objection must be submitted to the Court either by: (a) mailing it to: Class Action Clerk, United States District Court for the Northern District of California, Oakland Courthouse, Suite 400 S, 1301 Clay Street, Oakland, CA 94612, postmarked by the Objection Deadline set forth above; or (b) filing it, either electronically through the electronic case filing system for the United States District Court for the Northern District of California or in person at any location of the United States District Court for the Northern District of California, on or before the Objection Deadline set forth above. Your Objection must include the following information: (a) a reference at the beginning to this case, *Carlotti v. ASUS Computer International et al.*, Case No. 4:18-cv-03369, and the name of the presiding judge, the Magistrate Judge Donna M. Ryu, United States District Court for the Northern District of California; (b) the name, address, telephone number, and, if available, the email address of the Person objecting, and if represented by counsel, of his/her counsel; (c) a written statement of all grounds for the Objection, accompanied by any legal support for such Objection; (d) whether he/she intends to appear at the Final Approval Hearing, either with or without counsel; (e) a statement of his/her membership in the Settlement Class, including all information required by the Claim Form; and (f) a detailed list of any other objections submitted by the Settlement Class Member, or his/her counsel, to any class actions submitted in any federal or state court in the United States in the previous five (5) years. If the Settlement Class Member or his/her counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he/she shall affirmatively state so in the written materials provided in connection with the Objection to this Settlement. If you fail to include this information, then your objection may be rejected.

Questions?

Visit www.ASUSLaptopSettlement.com, email Info@ASUSLaptopSettlement.com, or call **1-844-263-6122**.

and/or overruled.

You can file a Claim even if you object to the Settlement. If you want to receive benefits in the event that the Court approves the Settlement, then you must submit a Claim Form according to the instructions described above.

12. When Will The Court Decide If the Settlement Is Approved?

The Court will hold a hearing on April 30, 2020 at 1:00 P.M. PDT, to consider whether to approve the Settlement. The hearing will be held in the United States District Court of the Northern District of California, before the Magistrate Judge Donna M. Ryu, in the Oakland Courthouse, 1301 Clay Street, Oakland, CA 94612, in Courtroom 4 on the 3rd floor, or such other judge assigned by the Court.

The hearing is open to the public. This hearing date may change without further notice to you. Consult the Settlement Website at www.ASUSLaptopSettlement.com or the Court docket in this case available through Public Access to Court Electronic Records PACER (<http://www.pacer.gov>), for updated information on the hearing date and time.

13. How Do I Get More Information?

You can inspect many of the court documents connected with this case on the Settlement Website www.ASUSLaptopSettlement.com. Other papers filed in this lawsuit are available by accessing the Court docket in this case available through PACER (<http://www.pacer.gov>).

You can contact the Claim Administrator by email at Info@ASUSLaptopSettlement.com, by mail at *Carlotti v. ASUS Computer International, Inc.* Claim Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103 or by telephone at 1-844-263-6122.

You can also obtain additional information by contacting Plaintiff's Counsel:

Seth A. Safier
GUTRIDE SAFIER LLP
100 Pine Street, Suite 1250
San Francisco, CA 94111
Tel: 415-639-9090
www.gutridesafier.com

DO NOT CONTACT THE ATTORNEYS FOR THE DEFENDANTS.

Questions?

Visit www.ASUSLaptopSettlement.com, email Info@ASUSLaptopSettlement.com,
or call **1-844-263-6122**.