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11
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13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
15

16 JAMES P. BRICKMAN, individually and as a
17 representative of all others similarly situated,

18 Plaintiff,

19 v.

20 FITBIT, INC.,

21 Defendant.

Case No. 3:15-cv-2077-JD

**UNOPPOSED AMENDED MOTION FOR
FINAL APPROVAL OF CLASS
SETTLEMENT**

The Honorable James Donato

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NOTICE OF MOTION AND MOTION

PLEASE TAKE NOTICE that on February 6, 2020 at 10:00 AM, or as soon as the matter may be heard, in Courtroom 11, before the Honorable James Donato, Plaintiffs shall and hereby do move the Court for an Order:

1. Of final approval of the settlement of this class action as set forth in the class action Stipulation of Settlement dated October 29, 2018 (“Settlement Agreement”).
2. Final certification, for settlement purposes only, of the following Settlement Sub-Classes: all persons who purchased and registered online, a Fitbit Flex, One, or Ultra during the indicated time period in: California (2009 – October 27, 2014); Florida (2009 – October 27, 2014); New York (March 26, 2012 – October 27, 2014); Pennsylvania (March 26, 2012 – October 27, 2014); Ohio (March 26, 2012 – October 27, 2014); Michigan (March 26, 2012 – October 27, 2014); New Jersey (March 26, 2012 – October 27, 2014); Illinois (March 26, 2013 – October 27, 2014); Missouri (March 26, 2013 – October 27, 2014); Texas (March 26, 2014 – October 27, 2014); Georgia (March 26, 2014 – October 27, 2014); North Carolina (March 26, 2014 – October 27, 2014); and Washington (March 26, 2014 – October 27, 2014).
3. Entry of final judgment, order to pay valid claims and settlement costs.

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