

FOR PUBLICATION

**UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT**

CTIA - THE WIRELESS
ASSOCIATION,

Plaintiff-Appellant,

v.

CITY OF BERKELEY, California;
CHRISTINE DANIEL, City Manager of
Berkeley, California, in her official
capacity,

Defendants-Appellees.

No. 16-15141

D.C. No.
3:15-cv-02529-
EMC

OPINION

On Remand From the United States Supreme Court

Filed July 2, 2019

Before: William A. Fletcher, Morgan Christen,
and Michelle T. Friedland, Circuit Judges.

Opinion by Judge W. Fletcher;
Dissent by Judge Friedland

SUMMARY*

First Amendment

The panel affirmed the district court’s denial of CTIA’s request for a preliminary injunction that sought to stay enforcement of a City of Berkeley ordinance requiring cell phone retailers to inform prospective cell phone purchasers that carrying a cell phone in certain ways may cause them to exceed Federal Communications Commission guidelines for exposure to radio-frequency radiation.

CTIA challenged the compelled disclosure provision of the ordinance, arguing that it violated the First Amendment and was preempted.

After the panel initially affirmed the district court’s denial of CTIA’s request for a preliminary injunction, the U.S. Supreme Court granted the CTIA’s petition for a writ of certiorari, vacated the opinion, and remanded for further consideration in light of its decision in *National Institute of Family and Life Advocates v. Becerra*, 138 S. Ct. 2361 (2018) (“NIFLA”).

In *American Beverage Ass’n v. City and County of San Francisco*, 916 F.3d 749 (9th Cir. 2019) (en banc), the en banc court held that *Zauderer v. Office of Disciplinary Counsel*, 471 U.S. 626, 651 (1985) (holding that the government may compel truthful disclosure in commercial speech as long as the compelled disclosure is “reasonably

* This summary constitutes no part of the opinion of the court. It has been prepared by court staff for the convenience of the reader.

related” to a substantial government interest, and involves factual and uncontroversial information that relates to the service or product provided), provided the appropriate framework to analyze a First Amendment claim involving compelled commercial speech.

The panel considered CTIA’s likelihood of success on its First Amendment claim. The panel held that it would generally apply the intermediate scrutiny test mandated by *Central Hudson Gas & Elec. Corp. v. Pub. Serv. Comm’n of N.Y.*, 447 U.S. 557, 561 (1980), in commercial speech cases where the government acts to restrict or prohibit speech, but the *Zauderer* exception to the general rule of *Central Hudson* could apply. The panel held that the governmental interest in furthering public health and safety was sufficient under *Zauderer* as long as it was substantial. The panel also held that *Zauderer* required that the compelled disclosure further some substantial – that is, more than trivial – governmental interest. Applying the *Zauderer* test to the speech compelled by the Berkeley ordinance, the panel held that the text of the compelled disclosure was literally true, Berkeley’s required disclosure was uncontroversial within the meaning of NIFLA, and the compelled disclosure was not unduly burdensome. The panel concluded that CTIA had little likelihood of success on its First Amendment claim that the disclosure compelled by the Berkeley ordinance was unconstitutional.

Turning to the issue of federal preemption of Berkeley’s ordinance, the panel held that far from conflicting with federal law and policy, the Berkeley ordinance complemented and enforced it. The panel held that Berkeley’s compelled disclosure did no more than alert consumers to the safety disclosures that the Federal Communications Commission required, and directed consumers to federally compelled

instructions in their user manuals providing specific information about how to avoid excessive exposure. The panel concluded that CTIA had little likelihood of success based on conflict preemption.

The panel considered the other elements of its preliminary injunction analysis. The panel held that there was no showing of irreparable harm based on CTIA's First Amendment claim, or based on the preemption claim. The panel concluded that the balance of the equities favored Berkeley. The panel further held that the ordinance was in the public interest and that an injunction would harm that interest. The panel concluded that the district court did not abuse its discretion in denying preliminary injunctive relief to CTIA.

Dissenting in part, Judge Friedland wrote that CTIA is likely to succeed on the merits of its First Amendment challenge because Berkeley's ordinance violates the First Amendment by requiring businesses to make false and misleading statements about their own products, and therefore the ordinance should have been preliminarily enjoined.

COUNSEL

Helgi C. Walker and Theodore B. Olson, Gibson Dunn & Crutcher LLP, Washington, D.C.; Alexander N. Harris, Joshua D. Dick, and Joshua S. Lipshutz, Gibson Dunn & Crutcher LLP, San Francisco, California; for Plaintiff-Appellant.

Lester Lawrence Lessig, III, Cambridge, Massachusetts; Amanda Shanor, New Haven, Connecticut; Jerome Mayer-

Cantu, Deputy City Attorney; Farimah Brown, City Attorney; Berkeley City Attorney's Office, Berkeley, California; for Defendants-Appellees.

OPINION

W. FLETCHER, Circuit Judge:

A City of Berkeley ordinance requires cell phone retailers to inform prospective cell phone purchasers that carrying a cell phone in certain ways may cause them to exceed Federal Communications Commission guidelines for exposure to radio-frequency radiation. CTIA, a trade association formerly known as Cellular Telephone Industries Association, challenges the ordinance on two grounds. First, it argues that the ordinance violates the First Amendment. Second, it argues that the ordinance is preempted.

CTIA requested a preliminary injunction staying enforcement of the ordinance. The district court denied CTIA's request, and CTIA filed an interlocutory appeal. We affirmed the district court in a published opinion. *See CTIA—The Wireless Ass'n v. City of Berkeley*, 854 F.3d 1105 (9th Cir. 2017) (“*CTIA*”). CTIA then filed a petition for writ of certiorari. The Supreme Court granted the petition, vacated our opinion, and remanded for further consideration in light of its decision in *National Institute of Family and Life Advocates v. Becerra*, — U.S. —, 138 S. Ct. 2361 (2018) (“*NIFLA*”). *CTIA—The Wireless Ass'n v. City of Berkeley*, — U.S. —, 138 S. Ct. 2708 (2018) (mem.).

Following remand, our three-judge panel requested supplemental briefing from the parties regarding the effect of

NIFLA on CTIA’s First Amendment claims. We waited for an en banc panel of our court to address a similar issue in a separate case. In *American Beverage Ass’n v. City and County of San Francisco*, 916 F.3d 749 (9th Cir. 2019) (en banc) (“*American Beverage*”), the en banc panel “reaffirm[ed] our reasoning and conclusion in *CTIA* that [*Zauderer v. Office of Disciplinary Counsel*, 471 U.S. 626 (1985)] provides the appropriate framework to analyze a First Amendment claim involving compelled commercial speech.” *Id.* at 756. In light of our en banc decision in *American Beverage*, and having considered the parties’ supplemental briefing on *NIFLA*, we again affirm the district court’s decision. Our amended opinion addresses *NIFLA*’s clarification of the *Zauderer* framework. See Section IV.A.1, *infra*.

I. Factual and Procedural Background

In May 2015, the City of Berkeley passed an ordinance requiring cell phone retailers to disclose information to prospective cell phone purchasers about the federal government’s radio-frequency radiation exposure guidelines relevant to cell phone use. Under “Findings and Purpose,” the ordinance provided:

A. Requirements for the testing of cell phones were established by the federal government in 1996.

B These requirements established “Specific Absorption Rates” (SAR) for cell phones.

C. The protocols for testing the SAR for cell phones carried on a person's body assumed that they would be carried a small distance away from the body, e.g., in a holster or belt clip, which was the common practice at that time. Testing of cell phones under these protocols has generally been conducted based on an assumed separation of 10–15 millimeters.

D. To protect the safety of their consumers, manufacturers recommend that their cell phones be carried away from the body, or be used in conjunction with hands-free devices.

E. Consumers are not generally aware of these safety recommendations.

F. Currently, it is much more common for cell phones to be carried in pockets or other locations rather than holsters or belt clips, resulting in much smaller separation distances than the safety recommendations specify.

G. Some consumers may change their behavior to better protect themselves and their children if they were aware of these safety recommendations.

H. While the disclosures and warnings that accompany cell phones generally advise consumers not to wear them against their bodies, e.g., in pockets, waistbands, etc., these

disclosures and warnings are often buried in fine print, are not written in easily understood language, or are accessible only by looking for the information on the device itself.

I. The purpose of this Chapter is to assure that consumers have the information they need to make their own choices about the extent and nature of their exposure to radio-frequency radiation.

Berkeley Mun. Code § 9.96.010 (2015).

CTIA challenged the compelled disclosure provision of the ordinance, arguing that it violated the First Amendment and was preempted. One sentence of the compelled disclosure stated, “The potential risk is greater for children.” The district court held that this sentence was preempted, and it issued a preliminary injunction against enforcement of the ordinance. In December 2015, Berkeley re-passed the ordinance without the offending sentence. In its current form, the compelled disclosure provision provides:

A. A Cell phone retailer shall provide to each customer who buys or leases a Cell phone a notice containing the following language:

The City of Berkeley requires that you be provided the following notice:

To assure safety, the Federal Government requires that cell phones meet radio-frequency (RF) exposure guidelines. If

you carry or use your phone in a pants or shirt pocket or tucked into a bra when the phone is ON and connected to a wireless network, you may exceed the federal guidelines for exposure to RF radiation. Refer to the instructions in your phone or user manual for information about how to use your phone safely.

Berkeley Mun. Code § 9.96.030(A) (2015).

The ordinance requires that the compelled disclosure be provided either on a prominently displayed poster no less than 8½ by 11 inches with no smaller than 28-point font, or on a handout no less than 5 by 8 inches with no smaller than 18-point font. The logo of the City of Berkeley must be placed on the poster and handout. The ordinance provides that a cell phone retailer may include additional information on the poster or handout if it is clear that the additional information is not part of the compelled disclosure. § 9.96.030(B) (“The paper on which the notice is printed may contain other information in the discretion of the Cell phone retailer, as long as that information is distinct from the notice language required by subdivision (A) of this Section.”).

CTIA challenged the current ordinance, arguing, as it had before, that the ordinance violates the First Amendment and is preempted. The district court noted that the preempted sentence had been removed from the ordinance, dissolved its previously entered injunction, and denied CTIA’s request for a new preliminary injunction. CTIA filed an interlocutory appeal.

II. Jurisdiction and Standard of Review

We have jurisdiction under 28 U.S.C. § 1292. We review a denial of a preliminary injunction for abuse of discretion. *Inst. of Cetacean Research v. Sea Shepherd Conservation Soc’y*, 725 F.3d 940, 944 (9th Cir. 2013). “An abuse of discretion occurs when the district court based its ruling on an erroneous view of the law or on a clearly erroneous assessment of the evidence.” *Friends of the Wild Swan v. Weber*, 767 F.3d 936, 942 (9th Cir. 2014) (citation and internal quotation marks omitted). We will not reverse the district court where it “got the law right,” even if we “would have arrived at a different result,” so long as the district court did not clearly err in its factual determinations. *Lands Council v. McNair*, 537 F.3d 981, 987 (9th Cir. 2008) (en banc).

III. Regulatory Background

The Federal Communications Commission (“FCC”) has regulatory jurisdiction over transmitting services in the United States. In 1996, after extensive consultation with other agencies, the FCC issued a rule designed to limit the Specific Absorption Rate (“SAR”) of radio-frequency (“RF”) radiation from FCC-regulated transmitters, including cell phones:

1. By this action, we are amending our rules to adopt new guidelines and methods for evaluating the environmental effects of *radio-frequency (RF) radiation* from FCC-regulated transmitters. We are adopting Maximum Permissible Exposure (MPE) limits for electric and magnetic field strength and power

density for transmitters operating at frequencies from 300 kHz to 100 GHz . . . *We are also adopting limits for localized (“partial body”) absorption that will apply to certain portable transmitting devices . . . We believe that the guidelines we are adopting will protect the public and workers from exposure to potentially harmful RF fields.*

2. In reaching our decision on the adoption of new RF exposure guidelines we have carefully considered the large number of comments submitted in this proceeding, and particularly those submitted by the U.S. Environmental Protection Agency (EPA), the Food and Drug Administration (FDA) and other federal health and safety agencies. The new guidelines we are adopting are based substantially on the recommendations of those agencies, and *we believe that these guidelines represent a consensus view of the federal agencies responsible for matters relating to the public safety and health.*

In re Guidelines for Evaluating the Environmental Effects of Radio-frequency Radiation, 61 Fed. Reg. 41006, 41006–07 (Aug. 7, 1996) (emphases added).

Out of concern for the safety of cell phone users, the FCC rejected an industry proposal to exclude “low-power devices” such as cell phones from the rule adopting SAR limits:

Most commenting parties, including Federal health and safety agencies, support the use of

the ANSI/IEEE [American National Standards Institute/ Institute of Electrical and Electronic Engineers] SAR limits for localized (partial body) exposure for evaluating low-power devices designed to be used in the immediate vicinity of the body. . . . *Therefore, in view of the consensus and the scientific support in the record, we are adopting the SAR limits for the determination of safe exposure from low-power devices designed to be used in the immediate vicinity of the body based upon the 1992 ANSI/IEEE guidelines. . . .*

The SAR limits we are adopting will generally apply to portable devices . . . that are designed to be used with any part of the radiating structure of the device in direct contact with the body of the user or within 20 cm of the body under normal conditions of use. *For example, this definition would apply to hand-held cellular telephones. . . .*

In re Guidelines for Evaluating the Environmental Effects of Radio-frequency Radiation (“FCC Guidelines for Radio-frequency Radiation”), FCC 96-326, ¶¶ 62–63 (Aug. 1, 1996) (emphases added).

The FCC has a better-safe-than-sorry policy with respect to SAR limits:

. . . The intent of our exposure limits is to provide a cap that both protects the public based on scientific consensus and allows for efficient and practical implementation of

wireless services. The present Commission exposure limit is a “bright-line rule.” That is, so long as exposure levels are below a specified limit value, there is no requirement to further reduce exposure. . . . Our current RF exposure guidelines are an example of such regulation, including a significant “safety” factor, whereby the exposure limits are set at a level on the order of 50 times below the level at which adverse biological effects have been observed in laboratory animals as a result of tissue heating resulting from RF exposure.

In re Reassessment of FCC Radiofrequency Exposure Limits and Policies, 28 FCC Rcd. 3498, 3582 (Mar. 29, 2013). The FCC recognizes that its required margin of safety is large:

. . . [E]xceeding the SAR limit does not necessarily imply unsafe operation, nor do lower SAR quantities imply “safer” operation. *The limits were set with a large safety factor*, to be well below a threshold for unacceptable rises in tissue temperature. As a result, exposure well above the specified SAR limit should not create an unsafe condition. . . . In sum, using a device against the body without a spacer will generally result in actual SAR below the maximum SAR tested; moreover, a use that possibly results in non-compliance

with the SAR limit should not be viewed with significantly greater concern than compliant use.

Id. at 3588 (emphasis added).

There are two ways to ensure compliance with SAR limits—by reducing the amount of RF radiation from a transmitting device, or by increasing the distance between the device and the user. Different low-power devices emit different amounts of RF radiation, with the result that the minimum distance between the device and the user to achieve compliance with SAR limits varies somewhat from device to device. The FCC requires that cell phone user manuals contain information that alerts users to the minimum distances appropriate for the device they are using:

Specific information must be included in the operating manuals to enable users to select body-worn accessories that meet the minimum test separation distance requirements. Users must be fully informed of the operating requirements and restrictions, to the extent that the typical user can easily understand the information, to acquire the required body-worn accessories to maintain compliance. Instructions on how to place and orient a device in body-worn accessories, in accordance with the test results, should also be included in the user instructions. All supported body-worn accessory operating configurations must be clearly disclosed to users, through conspicuous instructions in the

user guide and user manual, to ensure unsupported operations are avoided.

In re Exposure Procedures and Equipment Authorization Policies for Mobile and Portable Devices, FCC Office of Engineering and Technology Laboratory Division § 4.2.2(d) (Oct. 23, 2015) (“FCC Exposure Procedures”) (emphasis added). Compliance with this disclosure requirement is a prerequisite for approval of a transmitting device by the FCC. *See id.* at § 1.

The following are examples of cell phone user manuals that comply with the FCC’s disclosure requirement:

Apple:

iPhone’s SAR measurement may exceed the FCC exposure guidelines for body-worn operation if positioned less than 15 mm (5/8 inch) from the body (e.g. when carrying iPhone in your pocket).

See iPhone 3G manual, at 7, http://manuals.info.apple.com/MANUALS/0/MA618/en_US/iPhone_3G_Important_Product_Information_Guide.pdf.

Samsung:

If there is a risk from being exposed to radio-frequency energy (RF) from cell phones - and at this point we do not know that there is - it is probably very small. But, if you are concerned about avoiding even potential risks, you can

take a few simple steps to minimize your RF exposure.

- Reduce the amount of time spent using your cell phone;
- Use speaker mode or a headset to place more distance between your head and the cell phone.

See Samsung Common Phone Health and Safety and Warranty Guide, at 8, http://www.samsung.com/us/Legal/PHONE-HS_GUIDE_English.pdf.

LG:

The highest SAR value for this model phone when tested for use at the ear is 1.08 W/Kg (1g) and when worn on the body, as described in this user guide, is 0.95 W/Kg (1g) (body-worn measurements differ among phone models, depending upon available accessories and FCC requirements). While there may be differences between SAR levels of various phones and at various positions, they all meet the government requirement for safe exposure. The FCC has granted an Equipment Authorization for this model phone with all reported SAR levels evaluated as in compliance with the FCC RF emission guidelines. SAR information on this model phone is on file with the FCC and can be found under the Display Grant section

of <http://www.fcc.gov/oet/ea/fccid/> after searching on FCC ID ZNFL15G.

See LG Sunrise User Guide, at 93, <http://www.lg.com/us/support/manuals-documents>.

IV. Discussion

“A plaintiff seeking a preliminary injunction must establish [1] that he is likely to succeed on the merits, [2] that he is likely to suffer irreparable harm in the absence of preliminary relief, [3] that the balance of equities tips in his favor, and [4] that an injunction is in the public interest.” *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008). “[A] stronger showing of one element may offset a weaker showing of another.” *All. for the Wild Rockies v. Cottrell*, 632 F.3d 1127, 1131 (9th Cir. 2011). For example, “a preliminary injunction could issue where the likelihood of success is such that ‘serious questions going to the merits were raised and the balance of hardships tips sharply in [plaintiff’s] favor.’” *Id.* at 1132 (quoting *Clear Channel Outdoor, Inc. v. City of L.A.*, 340 F.3d 810, 813 (9th Cir. 2003)).

A. Likelihood of Success

CTIA makes two merits-based arguments against the Berkeley ordinance. First, it argues that the ordinance violates the First Amendment. Second, it argues that the ordinance is preempted. We take the arguments in turn.

1. First Amendment

The disclosure underlying Berkeley's ordinance is the disclosure the FCC requires cell phone manufacturers to provide to consumers. However, CTIA has not sued the FCC. Rather, CTIA has sued Berkeley. Berkeley's ordinance requires cell phone retailers to disclose, in summary form, the information to consumers that the FCC already requires cell phone manufacturers to disclose. The Berkeley disclosure directs consumers to user manuals for the specifics of the information required by the FCC.

a. *Central Hudson* or *Zauderer*

The parties agree that Berkeley's ordinance is a regulation of commercial speech. *Cent. Hudson Gas & Elec. Corp. v. Pub. Serv. Comm'n of N.Y.*, 447 U.S. 557, 561 (1980); see *Hunt v. City of L.A.*, 638 F.3d 703, 715 (9th Cir. 2011). However, they disagree about whether the ordinance's compliance with the First Amendment should be analyzed under *Central Hudson* or under *Zauderer v. Office of Disciplinary Counsel of the Supreme Court of Ohio*, 471 U.S. 626 (1985).

Under *Central Hudson*, the government may restrict or prohibit commercial speech that is neither misleading nor connected to unlawful activity, as long as the governmental interest in regulating the speech is substantial. 477 U.S. at 564. The restriction or prohibition must "directly advance the governmental interest asserted," and must not be "more extensive than is necessary to serve that interest." *Id.* at 566. Under *Zauderer* as we interpret it today, the government may compel truthful disclosure in commercial speech as long as the compelled disclosure is "reasonably related" to a

substantial governmental interest, *Zauderer*, 471 U.S. at 651, and involves “purely factual and uncontroversial information” that relates to the service or product provided. *NIFLA*, 138 S. Ct. at 2372 (quoting *Zauderer*, 471 U.S. at 651).

We apply the intermediate scrutiny test mandated by *Central Hudson* in commercial speech cases where the government acts to restrict or prohibit speech, on the ground that in such cases intermediate scrutiny appropriately protects the interests of both the speaker (the seller) and the audience (the purchaser). But one size does not fit all in commercial speech cases. In *Central Hudson* itself, the Supreme Court cautioned, “The protection available for particular commercial expression turns on the nature both of the expression and of the governmental interests served by its regulation.” *Central Hudson*, 477 U.S. at 563.

Five years after *Central Hudson*, the Court held that *Central Hudson*’s intermediate scrutiny test does not apply to compelled, as distinct from restricted or prohibited, commercial speech. In *Zauderer*, defendant Zauderer advertised legal services to prospective Dalkon Shield plaintiffs in a number of Ohio newspapers. The advertisement stated, *inter alia*, ““The cases are handled on a contingent fee basis of the amount recovered. If there is no recovery, no legal fees are owed by our clients.”” *Zauderer*, 471 U.S. at 631. Zauderer was disciplined under Ohio state bar disciplinary rules on the ground that the advertisement was “deceptive” within the meaning of the rules, *id.* at 633, because it failed to disclose “the client’s potential liability for costs even if her suit were unsuccessful.” *Id.* at 635. The Court noted that the bar disciplinary rules required Zauderer to “include in his advertising purely factual and uncontroversial information about the terms under which his

services will be available.” *Id.* at 651. The Court wrote, “Ohio has not attempted to prevent attorneys from conveying information to the public; it has only required them to provide somewhat more information than they might otherwise be inclined to present.” *Id.* at 650. The Supreme Court declined to apply the *Central Hudson* test:

Because the extension of First Amendment protection to commercial speech is justified principally by the value to consumers of the information such speech provides, appellant’s constitutionally protected interest in *not* providing any particular factual information is minimal. . . . We recognize that unjustified or unduly burdensome disclosure requirements might offend the First Amendment by chilling protected commercial speech. But we hold that an advertiser’s rights are adequately protected as long as disclosure requirements are reasonably related to the State’s interest in preventing deception of consumers.

Id. at 651 (internal citation omitted). *See also* *Milavetz, Gallop & Milavetz, P.A. v. United States*, 559 U.S. 229, 253 (2010) (following *Zauderer* and using its “preventing deception” language).

b. The *Zauderer* Test

i. Substantial Governmental Interest

CTIA contends that the *Zauderer* exception to the general rule of *Central Hudson* does not apply in this case because

the speech compelled by the Berkeley ordinance does not prevent deception of consumers. This is the first time we have had occasion in this circuit to squarely address the question whether, in the absence of a prevention-of-deception rationale, the *Zauderer* compelled-disclosure test applies. *Cf. Video Software Dealers Ass’n v. Schwarzenegger*, 556 F.3d 950, 967 (9th Cir. 2009) (invalidating compelled disclosure on video game packaging, noting that the disclosure would “arguably now convey a false statement that certain conduct is illegal when it is not, and the State has no legitimate reason to force retailers to affix false information on their products”). Several of our sister circuits, however, have answered this question. They have unanimously concluded that the *Zauderer* exception for compelled speech applies even in circumstances where the disclosure does not protect against deceptive speech.

In *American Meat Institute v. U.S. Department of Agriculture*, 760 F.3d 18 (D.C. Cir. 2014) (en banc), a Department of Agriculture regulation required identification of the country of origin on the packaging of meat and meat products. *Id.* at 20. The regulation implemented a federal statute requiring country-of-origin labeling. *See* 7 U.S.C. § 1638, 1638a. The D.C. Circuit held that *Zauderer* should not be read to apply only to cases where government-compelled speech prevents or corrects deceptive speech. It noted that on the facts of both *Zauderer* and *Milavetz* (in which the Court repeated *Zauderer*’s “preventing deception” language) there had been deceptive speech: “Given the subject of both cases, it was natural for the Court to express the rule in such terms. The language could have been simply descriptive of the circumstances to which the Court applied its new rule[.]” *Am. Meat*, 760 F.3d at 22. The D.C. Circuit concluded, “The language with which *Zauderer* justified its

approach . . . sweeps far more broadly than the interest in remedying deception.” *Id.*

In *National Electrical Manufacturers Association v. Sorrell*, 272 F.3d 104 (2d Cir. 2001), a Vermont statute required manufacturers of mercury-containing products to label their products and packaging to inform consumers that the products contained mercury and instructing them that the products should be disposed of or recycled as hazardous waste. *Id.* at 107. The Second Circuit held that the compelled disclosure was supported by a “substantial state interest in protecting human health and the environment.” *Id.* at 115 n. 6. Citing *Zauderer*, the court recognized that the compelled disclosure did not “prevent ‘consumer confusion or deception.’” *Sorrell*, 272 F.3d at 115. It nonetheless upheld the disclosure as not “inconsistent with the policies underlying First Amendment protection of commercial speech.” *Id.* “[M]andated disclosure of accurate, factual, commercial information does not offend the core First Amendment values of promoting efficient exchange of information or protecting individual liberty interests.” *Id.* at 114; *see also N.Y. State Rest. Ass’n v. N.Y.C. Bd. of Health*, 556 F.3d 114, 133 (2d Cir. 2009) (“*Zauderer*’s holding was broad enough to encompass nonmisleading disclosure requirements.”); *Discount Tobacco City & Lottery, Inc. v. United States*, 674 F.3d 509, 556–58 (6th Cir. 2012) (upholding federally required health warnings on cigarette packaging and in cigarette advertisements, relying on the Second Circuit’s opinion in *Sorrell*); *Pharm. Care Mgmt. Ass’n v. Rowe*, 429 F.3d 294, 310 n.8 (1st Cir. 2005) (noting that the court had found no cases limiting application of the *Zauderer* compelled speech test to prevention or correction of deceptive advertising); *cf. Dwyer v. Cappell*, 762 F.3d 275,

281–82 (3d Cir. 2014) (describing but not relying on *Zauderer*'s preventing-deception criterion).

Our sister circuits have thus held under *Zauderer* that the prevention of consumer deception is not the only governmental interest that may permissibly be furthered by compelled commercial speech. The Supreme Court also signaled its agreement with this reading of *Zauderer*. In *NIFLA*, the Court cited *Zauderer* and other cases to explain that its “precedents have applied more deferential review to some laws that require professionals to disclose factual, noncontroversial information in their ‘commercial speech,’” 138 S. Ct. at 2372, and that it was “not question[ing] the legality of health and safety warnings, long considered permissible, or purely factual and uncontroversial disclosures about commercial products.” *Id.* at 2376.

We therefore hold that the governmental interest in furthering public health and safety is sufficient under *Zauderer* so long as it is substantial. In so holding, we do not foreclose that other substantial interests in other cases may suffice as well. In *American Meat*, the D.C. Circuit declined to decide whether the governmental interest must be substantial, leaving open the question whether a less-than-substantial interest might suffice. *See Am. Meat*, 760 F.3d at 23 (“Because the interest motivating the 2013 [country-of-origin] rule is a substantial one, we need not decide whether a lesser interest could suffice under *Zauderer*.”). We answer the question avoided in *American Meat*, holding that *Zauderer* requires that the compelled disclosure further some substantial—that is, more than trivial—governmental interest. *Central Hudson* explicitly requires that a substantial interest be furthered by a challenged regulation prohibiting or restricting commercial speech, and we see nothing in

Zauderer that would allow a lesser interest to justify compelled commercial speech. To use the words of the Second Circuit in *Sorrell*, the interest at stake must be more than the satisfaction of mere “consumer curiosity.” *Sorrell*, 272 F.3d at 115 n.6; *see also Am. Meat*, 760 F.3d at 23 (“Country-of-origin information has an historical pedigree that lifts it well beyond ‘idle curiosity.’”). To use the words of the Supreme Court, “Disclosures must remedy a harm that is ‘potentially real not purely hypothetical[.]’” *NIFLA*, 138 S. Ct. at 2367 (quoting *Ibanez v. Fla. Dep’t of Bus. & Prof’l. Regulation*, 512 U.S. 136, 146 (1994)).

ii. Purely Factual and Uncontroversial Information

The Court in *Zauderer* noted that the compelled disclosure in that case was of “purely factual and uncontroversial information.” *Zauderer*, 471 U.S. at 651. But the Court did not explicitly require in its constitutional test that the disclosed information be “purely factual and uncontroversial.” In *NIFLA*, however, the Court held that the *Zauderer* standard did not apply to one of two government-mandated notices at issue in that case because it was “not limited to ‘purely factual and uncontroversial information about the terms under which . . . services will be available.’” 138 S. Ct. at 2372 (quoting *Zauderer*, 471 U.S. at 651) (omission in original). *NIFLA* thus stands for the proposition that the *Zauderer* standard applies only if the compelled disclosure involves “purely factual and uncontroversial” information.

NIFLA elaborated on *Zauderer*’s “purely factual and uncontroversial” criteria in two respects.

First, the Court held in *NIFLA* that the required information about state-provided abortion services was controversial. The question in *NIFLA* was whether California could require clinics that did not provide abortion services to post a notice giving factual information about state-provided services, including abortion, offered elsewhere. The Court wrote, “[The State] requires these clinics to disclose information about *state-sponsored* services—including abortion, anything but an ‘uncontroversial’ topic.” *Id.* at 2372 (emphasis in original). We do not read the Court as saying broadly that any purely factual statement that can be tied in some way to a controversial issue is, for that reason alone, controversial. The dispute in *NIFLA* was whether the state could require a clinic whose primary purpose was to oppose abortion to provide information about “state-sponsored services,” including abortion. While factual, the compelled statement took sides in a heated political controversy, forcing the clinic to convey a message fundamentally at odds with its mission. Under these circumstances, the compelled notice was deemed controversial within the meaning of *Zauderer* and *NIFLA*.

Second, the Court in *NIFLA* required that the compelled speech relate to the product or service that is provided by an entity subject to the requirement. Thus, in addition to holding that clinics could not be required to post the notice because it was controversial, the Court struck down the requirement that clinics post information about services they did not provide. *Id.*

c. Application of *Zauderer* Test

Under *Zauderer*, compelled disclosure of commercial speech complies with the First Amendment if the information

in the disclosure is reasonably related to a substantial governmental interest and is purely factual and uncontroversial. The question before us is whether the speech compelled by the Berkeley ordinance satisfies this test.

i. Reasonably Related to a Substantial Governmental Interest

There is no question that protecting the health and safety of consumers is a substantial governmental interest. *See, e.g., Posadas de Puerto Rico Assocs. v. Tourism Co. of Puerto Rico*, 478 U.S. 328, 341 (1986) (“[H]ealth, safety, and welfare constitute[] a ‘substantial’ governmental interest”). The federal government and Berkeley have both sought to further that interest. By adopting SAR limits on exposure to RF radiation, the FCC has furthered the interest of protecting the health and safety of cell phone users in the United States. It has done so by adopting a highly protective policy, setting low SAR limits on RF radiation and compelling cell phone manufacturers to disclose information to cell phone users that will allow them to avoid exceeding those limits. By passing its ordinance, the City of Berkeley furthers that same interest. After finding that cell phone users are largely unaware of the FCC policy and of the information in their user manuals, the Berkeley City Council decided to compel retailers in Berkeley to provide, in summary form, the same information that the FCC already requires cell phone manufacturers to provide to those same consumers, and to direct those consumers to consult their user manuals for more detailed information. *See* Jensen Decl., Ex. A (survey) (reflecting that a majority of persons surveyed were not “aware that the government’s radiation tests to assure the safety of cell phones assume that a cell phone would not be carried against

your body, but would instead be held at least 1 to 15 millimeters from your body”).

CTIA argues strenuously that radio-frequency radiation from cell phones has not been proven dangerous to consumers. Limiting itself to research published when the record was made in this case, CTIA is correct in pointing out that there was nothing then before the district court showing that such radiation had been proven dangerous. But this is beside the point. The fact that RF radiation from cell phones had not been proven dangerous was well known to the FCC in 1996 when it adopted SAR limits to RF radiation; was well known in 2013 when it refused to exclude cell phones from its rule adopting SAR limits; and was well known in 2015 when it required cell phone manufacturers to tell consumers how to avoid exceeding SAR limits. After extensive consultation with federal agencies with expertise about the health effects of radio-frequency radiation, the FCC decided, despite the lack of proof of dangerousness, that the best policy was to adopt SAR limits with a large margin of safety.

The FCC concluded that requiring cell phone manufacturers to inform consumers in their users manuals of SAR limits on RF radiation, and to tell them how to avoid excessive exposure, furthered the federal government’s interest in protecting their health and safety. The City of Berkeley concluded that consumers were largely unaware of the contents of their users manuals. Agreeing with the FCC that the information about SAR limits and methods of avoiding excessive exposure is important, Berkeley requires cell phone retailers to provide some of that same information to consumers and to direct them to their user manuals for further details. We are not in a position to disagree with the conclusions of FCC and Berkeley that this compelled

disclosure is “reasonably related” to protection of the health and safety of consumers.

ii. Purely Factual and Uncontroversial

CTIA argues that Berkeley’s compelled disclosure is not “purely factual” within the meaning of *Zauderer*. We disagree.

For the convenience of the reader, we again provide the full text of the compelled disclosure:

The City of Berkeley requires that you be provided the following notice:

To assure safety, the Federal Government requires that cell phones meet radio-frequency (RF) exposure guidelines. If you carry or use your phone in a pants or shirt pocket or tucked into a bra when the phone is ON and connected to a wireless network, you may exceed the federal guidelines for exposure to RF radiation. Refer to the instructions in your phone or user manual for information about how to use your phone safely.

Berkeley Mun. Code § 9.96.030(A) (2015).

The text of the compelled disclosure is literally true. We take it sentence by sentence:

(1) “To assure safety, the Federal Government requires that cell phones meet radio-frequency (RF) exposure guidelines.” This statement is true. As recounted above, beginning in 1996 the federal government has set RF exposure guidelines with which cell phones must comply.

(2) “If you carry or use your cell phone in a pants or shirt pocket or tucked into a bra when the phone is ON and connected to a wireless network, you may exceed the federal guidelines for exposure to RF radiation.” This statement is also true. The FCC has established SAR limits for RF radiation premised on maintaining a certain separation between a cell phone and the user’s body. Maintaining that separation protects consumers from exceeding the SAR limits.

(3) “Refer to the instructions in your phone or user manual for information about how to use your phone safely.” This sentence is an instruction rather than a direct factual statement. However, it clearly implies a factual statement that “information about how to use your phone safely” in compliance with the FCC’s RF “exposure guidelines” “to assure safety,” may be found either in a cell phone or user manual. This implied statement, too, is true.

We recognize, of course, that a statement may be literally true but nonetheless misleading and, in that sense, untrue. That is what CTIA argues here. CTIA argues that the compelled disclosure is inflammatory and misleading, and that it is therefore not “purely factual.” CTIA bases its argument solely on the text of the ordinance.

CTIA argues that “[t]he Ordinance requires an inflammatory warning about unfounded safety risks”; that “[t]he Ordinance clearly and deliberately suggests that the federal RF energy testing guideline (the SAR limit) is the demarcation point of ‘safety’ for cell phones, such that ‘exposure’ to RF energy above that limit creates a safety hazard”; and that “[t]he Ordinance is misleading for the additional reason that it uses the inflammatory term ‘radiation,’ which is fraught with negative associations, in order to stoke consumer anxiety.” CTIA argues further that the phrase “RF radiation” is “fraught with negative associations,” that it is used in the compelled disclosure “in order to stoke consumer anxiety,” and that it is therefore not “purely factual.”

We read the text differently. The first sentence tells consumers that cell phones are required to meet federal “RF exposure guidelines” in order “[t]o assure safety.” Far from inflammatory, this statement is largely reassuring. It assures consumers that the cell phones they are about to buy or lease meet federally imposed safety guidelines.

The second sentence tells consumers what to do in order to avoid exceeding federal guidelines. This statement may not be reassuring, but it is hardly inflammatory. It provides in summary form information that the FCC has concluded that consumers should know in order to ensure their safety. Indeed, the FCC specifically requires cell phone manufacturers to provide this information to consumers. *See* “FCC Exposure Procedures” § 4.2.2(d) (“Specific information must be included in the operating manuals to enable users to select body-worn accessories that meet the minimum *test separation distance* requirements. . . . All supported body-worn accessory operating configurations

must be clearly disclosed to users, *through conspicuous instructions in the user guide and user manual*, to ensure unsupported operations are avoided.”) (emphasis added).

The third sentence tells consumers to consult their user manuals to obtain further information—that is, to obtain the very information the FCC requires cell phone manufacturers to provide in “conspicuous instructions” in user manuals.

Further, the phrase “RF radiation,” used in the second sentence, is precisely the phrase the FCC has used, beginning in 1996, to refer to radio-frequency emissions from cell phones. *See* FCC Guidelines for Radio frequency Radiation at ¶ 1, *supra* at 6 (“radio-frequency (RF) radiation”). We do not fault Berkeley for using the term “RF radiation” to refer to cell phone emissions when it is not only the technically correct term, but also the term the FCC itself uses to refer to such emissions.

Finally, we note that the Berkeley ordinance allows a cell phone retailer to add to the compelled disclosure. If a retailer is concerned, as CTIA contends it should be, that the term “RF radiation” is inflammatory and misleading, the retailer may add to the compelled disclosure any further statement it sees fit to add. *See* § 9.96.030(B) (“The paper on which the notice is printed may contain other information in the discretion of the Cell phone retailer[.]”). CTIA has put nothing in the record to indicate that any Berkeley retailer has felt it necessary, or even useful, to add explanatory information about the nature of RF radiation. Nor has CTIA presented any evidence in the district court showing how Berkeley consumers have understood the compelled disclosure, or evidence showing that sales of cell phones in

Berkeley were, or are likely to be, depressed as a result of the compelled disclosure.

In its supplemental briefing, CTIA presses its argument that Berkeley's compelled disclosure is controversial. Specifically, CTIA argues that the disclosure is controversial because, in its view, it is misleading rather than factual. Because we have determined that the disclosure is factual and not misleading, we reject CTIA's argument that the disclosure is controversial.

Notably, CTIA does not argue that Berkeley's compelled disclosure is controversial as a result of disagreement about whether radio-frequency radiation can be dangerous to cell phone users. We agree with CTIA's tacit admission that the required disclosure is not controversial on that account. We recognize that there is a controversy concerning whether radio-frequency radiation from cell phones can be dangerous if the phones are kept too close to a user's body over a sustained period. CTIA stoutly maintains that cell phones present no danger whatsoever; the FCC, on the other hand, has determined that cell phone users should be cautioned to store their cell phones at a certain distance from their bodies in order to avert any possible danger. Despite this disagreement, Berkeley's required disclosure is uncontroversial within the meaning of *NIFLA*. It does not force cell phone retailers to take sides in a heated political controversy. The FCC's required disclosure is no more and no less than a safety warning, and Berkeley's required disclosure is a short-hand description of the warning the FCC already requires cell phone manufacturers to include in their user manuals. *See NIFLA*, 138 S. Ct. at 2376 (“[W]e do not question the legality of health and safety warnings long considered permissible[.]”).

CTIA also argues that *Zauderer* does not apply because the disclosure “has nothing to do with the terms upon which cell phones are offered[.]” But *NIFLA* plainly contemplates applying *Zauderer* to “purely factual and uncontroversial disclosures *about commercial products*.” *NIFLA*, 138 S. Ct. at 2376 (emphasis added). Berkeley’s ordinance falls squarely within this category. It requires cell phone retailers to disclose information to prospective cell phone purchasers about what the FCC has concluded is appropriate use of the product they are about to buy.

d. Unduly Burdensome

Finally, CTIA argues that Berkeley’s compelled disclosure is unconstitutional under *Zauderer* because it is “unduly burdensome.” *NIFLA*, 138 S. Ct. at 2377 (quoting *Zauderer*, 471 U.S. at 651). In *American Beverage*, we considered en banc a similar challenge to a San Francisco ordinance requiring health warnings on some advertisements for certain sugar-sweetened beverages. The San Francisco ordinance included “a requirement that the warning occupy at least 20% of the advertisement and be set off with a rectangular border.” *American Beverage*, 916 F.3d at 754 (quoting City & Cty. of S.F., Cal., Health Code art. 42, div. I, § 4203(b)). We concluded that San Francisco had not met its burden of showing that the warning “does not ‘drown out’ Plaintiffs’ messages and ‘effectively rule[] out the possibility of having [an advertisement] in the first place.’” *Id.* at 757 (quoting *NIFLA*, 138 S. Ct. at 2378). We thus held that the 20% requirement was “unduly burdensome when balanced against its likely burden on protected speech.” Berkeley’s ordinance, in contrast, does not unduly burden speech. As noted above, the ordinance may be satisfied by a single 8.5 x 11" posted notice or 5 x 8" handout to which the retailer may

add additional information so long as that information is distinct from the compelled disclosure. This minimal requirement does not interfere with advertising or threaten to drown out messaging by the cell phone retailers subject to the requirement.

e. Likelihood of Success

Based on the foregoing, we conclude that CTIA has little likelihood of success on its First Amendment claim that the disclosure compelled by the Berkeley ordinance is unconstitutional.

2. Preemption

a. Conflict Preemption

“Federal preemption occurs when: (1) Congress enacts a statute that explicitly preempts state law; (2) state law actually conflicts with federal law; or (3) federal law occupies a legislative field to such an extent that it is reasonable to conclude that Congress left no room for state regulation in the legislative field.” *Chae v. SLM Corp.*, 593 F.3d 936, 941 (9th Cir. 2010) (internal quotation marks omitted). CTIA contends that Berkeley’s compelled disclosure is invalid because of conflict preemption.

“Conflict preemption is implicit preemption of state law that occurs where there is an actual conflict between state and federal law.” *McClellan v. I-Flow Corp.*, 776 F.3d 1035, 1039 (9th Cir. 2015) (citations and internal quotation marks omitted). “When Congress charges an agency with balancing competing objectives, it intends the agency to use its reasoned judgment to weigh the relevant considerations and determine

how best to prioritize those objectives. Allowing a state law to impose a different standard [impermissibly] permits a re-balancing of those objectives.” *Farina v. Nokia Inc.*, 625 F.3d 97, 123 (3d Cir. 2010). Conflict preemption arises either when “compliance with both federal and state regulations is a physical impossibility . . . or when state law stands as an obstacle to the accomplishment and execution of the full purposes and objectives of Congress.” *McClellan*, 776 F.3d at 1039 (citations and internal quotation marks omitted). We are concerned here with “obstacle” preemption. CTIA contends that Berkeley’s compelled disclosure creates an impermissible obstacle by requiring more disclosure than is required by the FCC. *See Crosby v. Nat’l Foreign Trade Council*, 530 U.S. 363, 373 (2000) (finding preemption where a challenged state law “stands as an obstacle to the accomplishment and execution of the full purposes and objectives of Congress.”) (internal quotation marks omitted).

b. Telecommunications Act of 1996

“Preemption analysis ‘start[s] with the assumption that the historic police powers of the States were not to be superseded by the Federal Act unless that was the clear and manifest purpose of Congress.’” *City of Columbus v. Ours Garage and Wrecker Serv., Inc.*, 536 U.S. 424, 438 (quoting *Medtronic, Inc. v. Lohr*, 518 U.S. 470, 485 (1996)). “Congressional intent, therefore, is the ultimate touchstone of preemption analysis.” *Engine Mfrs. Ass’n v. S. Coast Air Quality Mgmt. Dist.*, 498 F.3d 1031, 1040 (9th Cir. 2007) (citing *Tocher v. City of Santa Ana*, 219 F.3d 1040, 1045 (9th Cir. 2000)).

The FCC’s organic statute is the Telecommunications Act of 1996 (“the Act”), 110 Stat. 56. Legislative hearings, as

well as the Act itself, show that Congress desired “uniform, consistent requirements, with adequate safeguards of public health and safety” in nationwide telecom services. *See* H.R. Rep. No. 104-204, 94 (1996). The Act delegated to the FCC the authority “to ‘make effective rules regarding the environmental effects of [RF] emissions.’” *Farina v. Nokia Inc.*, 625 F.3d 97, 106 (3d Cir. 2010) (quoting 110 Stat. 56, 152). Specifically, “the FCC was tasked not only with protecting the health and safety of the public, but also with ensuring the rapid development of an efficient and uniform network[.]” *Id.* at 125. This led to the creation of the regulatory measures described *supra*.

The centerpiece of CTIA’s argument is that the FCC does not compel cell phone manufacturers to provide information to consumers about SAR limits on RF radiation exposure. CTIA did not make this argument in the district court. Indeed, it conceded in its briefing in the district court that the FCC did so require. *See, e.g.*, Plaintiff’s Reply in Support of Motion for a Preliminary Injunction at 12 (“The manner in which Berkeley requires CTIA’s members to deliver Berkeley’s message—at the point of sale, rather than in a user manual—also distinguishes the Ordinance from *the FCC’s requirements.*”) (emphasis added). CTIA made this argument for the first time in its Reply Brief in this court, and it repeated the argument during oral argument to our panel.

Because CTIA conceded the point in the district court and made its argument to the contrary only before us (and even then only in its Reply Brief and during oral argument), it is waived. *See Conn. Gen. Life Ins. Co. v. New Images of Beverly Hills*, 321 F.3d 878, 882 (9th Cir. 2003) (“This issue is raised for the first time on appeal, and we therefore treat the issue as waived.”); *United States v. Bohn*, 956 F.2d 208,

209 (9th Cir. 1992) (“we ordinarily decline to consider arguments raised for the first time in a reply brief”). But we note that if we were to consider CTIA’s argument on the merits, we would reject it. Beginning in October 2015, the FCC required cell phone manufacturers to inform consumers of minimum separation distances in user manuals. We quoted the relevant passage, *supra* at 14–15. For the convenience of the reader, we repeat much of the passage here:

Specific information *must be included* in the operating manuals to enable users to select body-worn accessories that meet the minimum test separation distance requirements. Users *must be fully informed* of the operating requirements and restrictions, to the extent that the typical user can easily understand this information, to acquire the required body-worn accessories to maintain compliance. . . . All supported body-worn accessory operating configurations *must be clearly disclosed* to users, through conspicuous instructions in the user guide and user manual, to ensure unsupported operations are avoided.

In re Exposure Procedures and Equipment Authorization Policies for Mobile and Portable Devices, FCC Office of Engineering and Technology Laboratory Division § 4.2.2(d) at 11 (Oct. 23, 2015) (“FCC Exposure Procedures”) (emphases added). The FCC document containing this language “is one of a collection of guidance publications referred to as the *published RF exposure KDB procedures*.” *Id.* § 1 at 1 (emphasis in original). The document specifies that “[a]pplications for equipment authorization must meet all

the requirements described in the applicable *published RF exposure KDB procedures*.” *Id.* § 2 at 3 (emphasis in original). That is, in order for a cell phone to be authorized by the FCC for consumer use, it must satisfy the requirements outlined in FCC Exposure Procedures.

c. Likelihood of Success

Given the FCC’s requirement that cell phone manufacturers must inform consumers of “minimum test separation distance requirements,” and must “clearly disclose[]” accessory operating configurations “through conspicuous instructions in the user guide and user manual, to ensure unsupported operations are avoided,” we see little likelihood of success based on conflict preemption. Berkeley’s compelled disclosure does no more than alert consumers to the safety disclosures that the FCC requires, and direct consumers to federally compelled instructions in their user manuals providing specific information about how to avoid excessive exposure. Far from conflicting with federal law and policy, the Berkeley ordinance complements and reinforces it.

B. Irreparable Harm

Irreparable harm is relatively easy to establish in a First Amendment case. “[A] party seeking preliminary injunctive relief in a First Amendment context can establish irreparable injury . . . by demonstrating the existence of a colorable First Amendment claim.” *Sammartano v. First Judicial District Court*, 303 F.3d 959, 973 (9th Cir. 2002) (citation omitted), *abrogated on other grounds by Winter v. Nat. Res. Def. Council.*, 555 U.S. 7, 22 (2008). We nonetheless conclude that it has not been established here.

“[T]he loss of First Amendment freedoms, for even minimal periods of time, unquestionably constitutes irreparable injury.” *Id.* (citing *Elrod v. Burns*, 427 U.S. 347, 373 (1976)). But the mere assertion of First Amendment rights does not automatically require a finding of irreparable injury. It is the “purposeful unconstitutional suppression of speech [that] constitutes irreparable harm for preliminary injunction purposes.” *Goldie’s Bookstore v. Superior Ct.*, 739 F.2d 466, 472 (9th Cir. 1984). We have already concluded under the *Zauderer* test for compelled disclosure that, on the record before us, Berkeley’s ordinance complies with the First Amendment. *Sammartano*, 303 F.3d at 973–74 (“[T]he test for granting a preliminary injunction is ‘a continuum in which the required showing of harm varies inversely with the required showing of meritoriousness,’ when the harm claimed is a serious infringement on core expressive freedoms, a plaintiff is entitled to an injunction even on a lesser showing of meritoriousness.”). Further, there is nothing in the record showing harm to CTIA or its members through actual or threatened reduction in sales of cell phones caused by the disclosure compelled by the ordinance.

We conclude similarly that there has been no showing of irreparable harm based on preemption.

C. Balance of the Equities

A court must “balance the interests of all parties and weigh the damage to each” in determining the balance of the equities. *Stormans, Inc. v. Selecky*, 586 F.3d 1109, 1138 (9th Cir. 2009).

CTIA asserts that implementing the ordinance will cause its members substantial economic harm and violate their First Amendment rights. We have concluded that CTIA's First Amendment claim is unlikely to succeed, and the record provides no evidence to support a finding of economic or reputational harm to cell phone retailers. However, CTIA relies on *Pacific Gas & Electric Co. v. Public Utilities Commission of California*, 475 U.S. 1, 15–16 (1986), to argue that, while disclosures may not violate the First Amendment, the ordinance imposes an “undue burden” on CTIA's members because it creates significant “pressure to respond,” and that this pressure is “antithetical to the free discussion that the First Amendment seeks to foster.” There is no showing of any such pressure. The ordinance requires CTIA's members to inform their customers that the FCC has promulgated regulations concerning RF emissions and to advise customers to refer to their user manuals for more information. To the extent a cell phone retailer is dissatisfied with the disclosure as written, it can append additional disclosures. Berkeley Ordinance, § 9.96.030(C) (May 26, 2015). CTIA has put nothing in the record showing that any Berkeley cell phone retailer has felt pressured, or has sought to take advantage of the provision of the ordinance allowing it to make any additional disclosure it desires. *See also Milavetz*, 559 U.S. at 250 (“not preventing . . . [the] convey[ance] of any additional information” is one of the essential features of a *Zauderer* disclosure).

Berkeley properly asserts that it has a substantial interest in protecting the health of its citizens. CTIA, on the other hand, has failed to demonstrate any hardship tipping the balance in its favor. We conclude that the balance of the equities favors Berkeley.

D. The Public Interest

“The public interest inquiry primarily addresses impact on non-parties rather than parties. It embodies the Supreme Court’s direction that[,] in exercising their sound discretion, courts of equity should pay particular regard for the public consequences in employing the extraordinary remedy of injunction.” *Bernhardt v. L.A. Cty.*, 339 F.3d 920, 931–32 (9th Cir. 2003) (internal quotation marks and citation omitted) (citing *Weinberger v. Romero-Barcelo*, 456 U.S. 305, 312 (1982)). We agree with the district court that an injunction would injure the public interest in having a free flow of accurate information.

“Protection of the robust and free flow of accurate information is the principal First Amendment justification for protecting commercial speech, and requiring disclosure of truthful information promotes that goal.” *Nat’l Elec. Mfrs. Ass’n*, 272 F.3d at 114. The district court found that while “‘accurate and balanced disclosures regarding RF energy are already available’ . . . there is evidence that the public does not know about those disclosures.” Because “disclosure furthers, rather than hinders . . . the efficiency of the ‘marketplace of ideas,’” we hold that the ordinance is in the public interest and that an injunction would harm that interest. *See Nat’l Elec. Mfrs. Ass’n*, 272 F.3d at 114.

Conclusion

Our assessment of the probability of CTIA’s success on the merits, the likelihood of irreparable harm, the balance of the hardships, and the public interest lead us to conclude that the district court did not abuse its discretion in denying

preliminary injunctive relief to CTIA. Accordingly, the district court's order denying such relief is

AFFIRMED.

FRIEDLAND, Circuit Judge, dissenting in part:

The majority interprets the sentences in Berkeley's forced disclosure statement one at a time and holds that each is "literally true." But consumers would not read those sentences in isolation the way the majority does. Taken as a whole, the most natural reading of the disclosure warns that carrying a cell phone in one's pocket is unsafe. Yet Berkeley has not attempted to argue, let alone to prove, that message is true.

It is clear that the First Amendment prevents the government from requiring businesses to make false or misleading statements about their own products. *See Video Software Dealers Ass'n v. Schwarzenegger*, 556 F.3d 950, 967 (9th Cir. 2009), *aff'd sub nom. Brown v. Entm't Merchs. Ass'n*, 564 U.S. 786 (2011). Because—at least on the current record—that is what Berkeley's ordinance would do, I believe the ordinance violates the First Amendment and therefore should have been preliminarily enjoined.¹ *See Klein v. City of San Clemente*, 584 F.3d 1196, 1207–08 (9th Cir. 2009) ("Both this court and the Supreme Court have repeatedly held that "[t]he loss of First Amendment freedoms, for even minimal periods of time, unquestionably constitutes

¹ I agree with the majority's preemption analysis so dissent only from sections IV.A.1., IV.B., IV.C., and IV.D. of the majority opinion.

irreparable injury.” (quoting *Elrod v. Burns*, 427 U.S. 347, 373 (1976))).

I

Berkeley’s ordinance requires stores selling cell phones to provide a disclosure stating:

To assure safety, the Federal Government requires that cell phones meet radio-frequency (RF) exposure guidelines. If you carry or use your phone in a pants or shirt pocket or tucked into a bra when the phone is ON and connected to a wireless network, you may exceed the federal guidelines for exposure to RF radiation. Refer to the instructions in your phone or use manual for information about how to use your phone safely.

Berkeley Mun. Code § 9.96.030(A) (2015).

The majority parses these sentences individually and concludes that each is “literally true.” In my view, this approach misses the forest for the trees. On its face, the disclosure begins and ends with references to safety, plainly conveying that the intervening language describes something unsafe. Indeed, the disclosure directs consumers to their user manuals for instructions on “how to use your phone safely.” The message of the disclosure as a whole is clear: carrying a phone “in a pants or shirt pocket or tucked into a bra” is *not* safe. Yet that implication is a problem for Berkeley because it has not offered any evidence that carrying a cell phone in a pocket is in fact unsafe. Instead, it has expressly denied that the required disclosure conveys that message. I disagree.

Berkeley insists the ordinance “rests exclusively upon existing FCC regulations.” But those regulations communicate something far different than does the ordinance. The FCC guidelines make clear that they are designed to incorporate a many-fold safety factor, such that exposure to radiation in excess of the guideline level is considered by the FCC to be safe:

Our current RF exposure guidelines . . . include[e] a significant “safety” factor, whereby the exposure limits are set at a level on the order of 50 times below the level at which adverse biological effects have been observed in laboratory animals as a result of tissue heating resulting from RF exposure. This “safety” factor can well accommodate a variety of variables such as different physical characteristics and individual sensitivities — and even the potential for exposures to occur in excess of our limits *without posing a health hazard to humans*.

In re Reassessment of FCC Radiofrequency Exposure Limits and Policies, 28 FCC Rcd. 3498, 3582 (Mar. 29, 2013) (emphasis added). There is thus no evidence in the record that the message conveyed by the ordinance is true.²

² Because even under *Zauderer v. Office of Disciplinary Counsel*, 471 U.S. 626 (1985), any forced disclosure statement must be truthful, *see id.* at 651; *Am. Beverage Ass’n v. City & County of San Francisco*, 916 F.3d 749, 756 (9th Cir. 2019) (en banc), I do not think that any discussion of the scope of *Zauderer*’s applicability is necessary in this case. Were I writing on a blank slate about that issue, however, I would conclude that *Zauderer* applies only when the government compels a truthful disclosure to counter a false or misleading advertisement. Given that the disclosure

II

The First Amendment clearly does not permit the government to force businesses to make false or misleading statements about their products. In *Video Software Dealers*, we considered a challenge to a California law requiring that “violent” video games be labeled with a sticker that said “18” and preventing the sale or rental of violent video games to minors. 556 F.3d at 953–54. After striking down the law’s sale and rental prohibition, we concluded that continuing to require the label “18” “would arguably . . . convey a false statement” that minors could not buy or rent the video game, and was therefore unconstitutional. *Id.* at 965–67. The same principle applies here: the First Amendment prohibits Berkeley from compelling retailers to communicate a misleading message. I would thus hold that CTIA is likely to succeed on the merits of its First Amendment challenge.

There are downsides to false, misleading, or unsubstantiated product warnings. Psychological and other social science research suggests that overuse may cause people to pay less attention to warnings generally: “[A]s the number of warnings grows and the prevalence of warnings

in *Zauderer* itself prevented an advertisement from being misleading, I have serious doubt that the Supreme Court intended the *Zauderer* test to apply in broader circumstances. *See Zauderer*, 471 U.S. at 651 (“[W]e hold that an advertiser’s rights are adequately protected as long as disclosure requirements are reasonably related to the State’s interest in preventing deception of consumers.”). Although our en banc decision in *American Beverage* held that *Zauderer* is not so limited, *see* 916 F.3d at 756, I agree with Judge Nguyen’s statement in her separate concurrence there that “[t]he Supreme Court recently had the opportunity to expand *Zauderer*’s application beyond deceptive speech but declined to do so.” *Id.* at 768 (Nguyen, J., concurring in the judgment).

about low level risks increases, people will increasingly ignore or disregard them.” J. Paul Frantz et al., *Potential Problems Associated with Overusing Warnings*, Proceedings of the Human Factors & Ergonomics Soc’y 43rd Ann. Meeting 916, 916 (1999). Relatedly, “[w]arnings about very minor risks or risks that are extremely remote have raised concerns about negative effects on the believability and credibility of warnings. . . . In essence, such warnings represent apparent false alarms as they appear to be ‘crying wolf.’” *Id.* at 918; *see also* David W. Stewart & Ingrid M. Martin, *Intended and Unintended Consequences of Warning Messages: A Review and Synthesis of Empirical Research*, 13 J. Pub. Pol’y & Marketing 1, 7 (1994). If Berkeley wants consumers to listen to its warnings, it should stay quiet until it is prepared to present evidence of a wolf.



iPhone 3G

*cited in CTIA-the Wireless Ass'n v. City of Berkeley
No. 16-15141 archived on April 17, 2017*

Important Product
Information Guide

This *Important Product Information Guide* contains safety, handling, disposal and recycling, regulatory, and software license information, as well as the one-year limited warranty for iPhone.

Look for recycling, disposal, and other environmental information in the *iPhone User Guide* at: support.apple.com/manuals/iphone



Read all safety information below and operating instructions before using iPhone to avoid injury. For detailed operating instructions read the *iPhone User Guide* on your iPhone by visiting help.apple.com/iphone or using the iPhone User Guide bookmark in Safari. For downloadable versions of the *iPhone User Guide* and the latest version of this *Important Product Information Guide*, visit: support.apple.com/manuals/iphone

Important Safety Information

WARNING: Failure to follow these safety instructions could result in fire, electric shock, or other injury or damage.

Handling iPhone Do not drop, disassemble, open, crush, bend, deform, puncture, shred, microwave, incinerate, paint, or insert foreign objects into iPhone.

Avoiding Water and Wet Locations Do not use iPhone in rain, or near washbasins or other wet locations. Take care not to spill any food or liquid on iPhone. In case iPhone gets wet, unplug all cables, turn off iPhone (press and hold the Sleep/Wake button, and then slide the onscreen slider) before cleaning, and allow it to dry thoroughly before turning it on again. Do not attempt to dry iPhone with an external heat source, such as a microwave oven or hair dryer. An iPhone that has been damaged as a result of exposure to liquids is not serviceable.

Repairing or Modifying iPhone Never attempt to repair or modify iPhone yourself. Disassembling iPhone, including the removal of external screws, may cause damage that is not covered under the warranty. iPhone does not contain any user-serviceable parts, except for the SIM card and SIM tray. Service should only be provided by an Apple authorized wireless service provider. If iPhone has been submerged in water, punctured, or subjected to a severe fall, do not use it until you take it to an Apple authorized wireless service provider. For service information, choose iPhone Help from the Help menu in iTunes or go to: www.apple.com/support/iphone/service/faq

Battery Replacement The rechargeable battery in iPhone should be replaced only by Apple or an Apple authorized wireless service provider. For more information about battery replacement service, go to: www.apple.com/support/iphone/service/battery

Charging iPhone To charge iPhone, only use the Apple Dock Connector to USB Cable with an Apple USB Power Adapter or a high-power USB port on

another device that is compliant with the USB 2.0 or 1.1 standards, another Apple-branded product or accessory designed to work with iPhone, or a third-party accessory certified to use Apple's "Works with iPhone" logo.

Read all safety instructions for any products and accessories before using with iPhone. Apple is not responsible for the operation of third-party accessories or their compliance with safety and regulatory standards.

When you use the Apple USB Power Adapter to charge iPhone, make sure that the power adapter is fully assembled before you plug it into a power outlet. Then insert the Apple USB Power Adapter firmly into the power outlet. Do not connect or disconnect the Apple USB Power Adapter with wet hands.

The Apple USB Power Adapter may become warm during normal use. Always allow adequate ventilation around the Apple USB Power Adapter and use care when handling. Unplug the Apple USB Power Adapter if any of the following conditions exist:

- The power cord or plug has become frayed or damaged.
- The adapter is exposed to rain, liquid, or excessive moisture.
- The adapter case has become damaged.
- You suspect the adapter needs service or repair.
- You want to clean the adapter.

Avoiding Hearing Damage Permanent hearing loss may occur if the receiver, earbuds, headphones, speakerphone, or earpieces are used at high volume.

Set the volume to a safe level. You can adapt over time to a higher volume of sound that may sound normal but can be damaging to your hearing. If you experience ringing in your ears or muffled speech, stop listening and have your hearing checked. The louder the volume, the less time is required before your hearing could be affected. Hearing experts suggest that to protect your hearing:

- Limit the amount of time you use the receiver, earbuds, headphones, speakerphone, or earpieces at high volume.
- Avoid turning up the volume to block out noisy surroundings.
- Turn the volume down if you can't hear people speaking near you.

For information about how to set a maximum volume limit on iPhone, see the *iPhone User Guide*.

Emergency Calls You should not rely on wireless devices for essential communications, such as medical emergencies. Use of iPhone to call emergency services may not work in all locations. Emergency numbers and services vary by region, and sometimes an emergency call cannot be placed due to network availability or environmental interference. Some cellular networks may not accept an emergency call from iPhone if it does not have a SIM, the SIM is PIN-locked, or if you have not activated your iPhone.

Driving and Riding Safely Use of iPhone alone or with headphones (even if used only in one ear) while driving a vehicle or riding a bicycle is not recommended and is illegal in some areas. Check and obey the laws and regulations on the use of mobile devices like iPhone in the areas where you

drive or ride. Be careful and attentive while driving or riding a bicycle. If you decide to use iPhone while driving, keep in mind the following guidelines:¹

- **Give full attention to driving or riding and to the road.**
Using a mobile device while driving or riding may be distracting. If you find it disruptive or distracting while operating any type of vehicle, riding a bicycle, or performing any activity that requires your full attention, pull off the road and park before making or answering a call if driving conditions require.
- **Get to know iPhone and its features such as favorites, recents, and speakerphone.**
These features help you to place your call without taking your attention off the road. See the *iPhone User Guide* for more information.
- **Use a hands-free device.**
Add an extra layer of convenience and safety to your iPhone with one of the many hands-free accessories available.
- **Position iPhone within easy reach.**
Keep your eyes on the road. If you get an incoming call at an inconvenient time, let your voicemail answer it for you.
- **Try to plan calls when your car will be stationary.**
Assess the traffic before dialing, or place calls when you are not moving or before pulling into traffic.
- **Let the person you are speaking with know you are driving.**
If necessary, suspend the call in heavy traffic or hazardous weather conditions. Driving in rain, sleet, snow, ice, fog, and even heavy traffic can be hazardous.
- **Do not text, email, take notes, look up phone numbers, or perform any other activities that require your attention while driving.**
Composing or reading texts and emails, jotting down a to-do list, or flipping through your address book takes attention away from your primary responsibility, driving safely.
- **Do not engage in stressful or emotional conversations that may be distracting.**
Make people you are talking with aware you are driving and suspend conversations that have the potential to divert your attention from the road.

Navigating Safely If your iPhone has applications that provide maps, directions or location-based navigation assistance, these applications should only be used for basic navigation assistance and should not be relied on to determine precise locations, proximity, distance, or direction.

Maps, directions, and location-based applications provided by Apple depend on data collected and services provided by third parties. These data services are subject to change and may not be available in all geographic areas, resulting in maps, directions or location-based information that may be unavailable, inaccurate, or incomplete. Compare the information provided on iPhone to your surroundings and defer to posted signs to resolve any discrepancies.

¹ Adapted from the CTIA-The Wireless Association[®] Safe Driving Tips.

Do not use location-based applications while performing activities that require your full attention. For important information about driving safety, see the "Driving and Riding Safely" section. Always comply with posted signs and the laws and regulations in the areas where you are using iPhone.

Seizures, Blackouts, and Eyestrain A small percentage of people may be susceptible to blackouts or seizures (even if they have never had one before) when exposed to flashing lights or light patterns such as when playing games or watching video. If you have experienced seizures or blackouts or have a family history of such occurrences, you should consult a physician before playing games (if available) or watching videos on your iPhone. Discontinue use of iPhone and consult a physician if you experience headaches, blackouts, seizures, convulsion, eye or muscle twitching, loss of awareness, involuntary movement, or disorientation. To reduce risk of headaches, blackouts, seizures, and eyestrain, avoid prolonged use, hold iPhone some distance from your eyes, use iPhone in a well lit room, and take frequent breaks.

Glass Parts The outside cover of the iPhone screen is made of glass. This glass could break if iPhone is dropped on a hard surface or receives a substantial impact. If the glass chips or cracks, do not touch or attempt to remove the broken glass. Stop using iPhone until the glass is replaced by an Apple authorized wireless service provider. Glass cracked due to misuse or abuse is not covered under the warranty.

Choking Hazards iPhone contains small parts, which may present a choking hazard to small children. Keep iPhone and its accessories away from small children.

Repetitive Motion When you perform repetitive activities such as typing or playing games on iPhone, you may experience occasional discomfort in your hands, arms, shoulders, neck, or other parts of your body. Take frequent breaks and if you have discomfort during or after such use, stop use and see a physician.

Potentially Explosive Atmospheres Turn off iPhone (press and hold the Sleep/Wake button, and then slide the onscreen slider) when in any area with a potentially explosive atmosphere. Do not charge iPhone, and obey all signs and instructions. Sparks in such areas could cause an explosion or fire, resulting in serious injury or even death.

Areas with a potentially explosive atmosphere are often, but not always, marked clearly. Potential areas may include: fueling areas (such as gas stations); below deck on boats; fuel or chemical transfer or storage facilities; vehicles using liquefied petroleum gas (such as propane or butane); areas where the air contains chemicals or particles (such as grain, dust, or metal powders); and any other area where you would normally be advised to turn off your vehicle engine.

For Vehicles Equipped with an Air Bag An air bag inflates with great force. Do not store iPhone or any of its accessories in the area over the air bag or in the air bag deployment area.

Exposure to Radio Frequency Energy iPhone contains radio transmitters and receivers. When on, iPhone receives and sends out radio frequency (RF) energy through its antenna. The iPhone cellular antenna is located on the back of iPhone near the dock connector. The Wi-Fi and Bluetooth® antenna

is located near the back top edge of the iPhone. iPhone is designed and manufactured to comply with the limits for exposure to RF energy set by the Federal Communications Commission (FCC) of the United States, Industry Canada (IC) of Canada, and regulating entities of Japan, the European Union, and other countries. The exposure standard employs a unit of measurement known as the specific absorption rate, or SAR. The SAR limit applicable to iPhone set by the FCC is 1.6 watts per kilogram (W/kg), 1.6 W/kg by Industry Canada, and 2.0 W/kg by the Council of the European Union. Tests for SAR are conducted using standard operating positions (i.e., at the ear and worn on the body) specified by these agencies, with iPhone transmitting at its highest certified power level in all tested frequency bands. Although SAR is determined at the highest certified power level in each frequency band, the actual SAR level of iPhone while in operation can be well below the maximum value because iPhone adjusts its cellular transmitting power based in part on proximity to the wireless network. In general, the closer you are to a cellular base station, the lower the cellular transmitting power level.

iPhone has been tested,² and meets the FCC, IC, and European Union RF exposure guidelines for cellular, Wi-Fi, and Bluetooth operation. When tested for use at the ear and for body-worn operation (with iPhone positioned 15 mm (5/8 inch) from the body), iPhone's maximum SAR value for each frequency band is outlined below:

Frequency Band	Body	Ear	FCC & IC 1g SAR Limit (W/kg)
GSM 850	1.030	0.521	1.6
GSM 1900	0.522	1.290	1.6
UMTS II 1900	0.402	1.388	1.6
UMTS V 850	0.733	0.516	1.6
Wi-Fi	0.088	0.779	1.6

Frequency Band	Body	Ear	EU 10g SAR Limit (W/kg)
GSM 900	0.559	0.235	2.0
GSM 1800	0.369	0.780	2.0

² The device was tested by Compliance Certification Services, Fremont, CA according to measurement standards and procedures specified in FCC OET Bulletin 65, Supplement C (Edition 01-01) and IEEE P1528.1, April 21 2003 and Canada RSS 102. iPhone adheres to the European Council Recommendation of 12 July 1999 on the Limitation of Exposure of the General Public to Electromagnetic Fields [1999/519/EC].

Frequency Band	Body	Ear	EU 10g SARLimit (W/kg)
UMTS I 2100	0.231	0.878	2.0
Wi-Fi	0.051	0.371	2.0

iPhone's SAR measurement may exceed the FCC exposure guidelines for body-worn operation if positioned less than 15 mm (5/8 inch) from the body (e.g. when carrying iPhone in your pocket). For optimal mobile device performance and to be sure that human exposure to RF energy does not exceed the FCC, IC, and European Union guidelines, always follow these instructions and precautions: When on a call using the built-in audio receiver in iPhone, hold iPhone with the dock connector pointed down toward your shoulder to increase separation from the antenna. When using iPhone near your body for voice calls or for wireless data transmission over a cellular network, keep iPhone at least 15 mm (5/8 inch) away from the body, and only use carrying cases, belt clips, or holders that do not have metal parts and that maintain at least 15 mm (5/8 inch) separation between iPhone and the body.

If you are still concerned about exposure to RF energy, you can further limit your exposure by limiting the amount of time using iPhone, since time is a factor in how much exposure a person receives, and by placing more distance between your body and iPhone, since exposure level drops off dramatically with distance.

Additional Information For more information from the FCC about exposure to RF energy, see: www.fcc.gov/oet/rfsafety

The FCC and the U.S. Food and Drug Administration (FDA) also maintain a consumer website at www.fda.gov/Radiation-EmittingProducts/RadiationEmittingProductsandProcedures/HomeBusinessandEntertainment/CellPhones/default.htm to address inquiries about the safety of mobile phones. Please check the website periodically for updates.

For information about the scientific research related to RF energy exposure, see the EMF Research Database maintained by the World Health Organization at: www.who.int/emf

Radio Frequency Interference Radio-frequency emissions from electronic equipment can negatively affect the operation of other electronic equipment causing them to malfunction. Although iPhone is designed, tested, and manufactured to comply with regulations governing radio frequency emission in countries such as the United States, Canada, the European Union, and Japan, the wireless transmitters and electrical circuits in iPhone may cause interference in other electronic equipment. Therefore, please take the following precautions:

Aircraft Use of iPhone may be prohibited while traveling in aircraft. For more information about using Airplane Mode to turn off the iPhone wireless transmitters, see the *iPhone User Guide*.

Vehicles Radio frequency emissions from iPhone may affect electronic systems in motor vehicles. Check with the manufacturer or its representative regarding your vehicle.

Pacemakers The Health Industry Manufacturers Association recommends that a minimum separation of 15 cm (6 inches) be maintained between a handheld wireless phone and a pacemaker to avoid potential interference with the pacemaker. Persons with pacemakers:

- Should *always* keep iPhone more than 15 cm (6 inches) from the pacemaker when the phone is turned on
- Should not carry iPhone in a breast pocket
- Should use the ear opposite the pacemaker to minimize the potential for interference

If you have any reason to suspect that interference is taking place, turn iPhone *off* immediately.

Hearing Aids iPhone may interfere with hearing aids. If it does, consult the hearing aid manufacturer or your physician for alternatives or remedies.

Other Medical Devices If you use any other personal medical device, consult the device manufacturer or your physician to determine if it is adequately shielded from radio frequency emissions from iPhone.

Health Care Facilities Hospitals and health care facilities may use equipment that is particularly sensitive to external radio frequency emissions. Turn iPhone off when staff or posted signs instruct you to do so.

Blasting Areas and Posted Facilities To avoid interfering with blasting operations, turn off iPhone when in a "blasting area" or in areas posted "Turn off two-way radio." Obey all signs and instructions.

Important Handling Information

NOTICE: Failure to follow these handling instructions could result in damage to iPhone or other property.

Carrying and Handling iPhone iPhone contains sensitive components. Do not bend, drop, or crush iPhone. If your iPhone's back case has a high-gloss finish, handle with care to maintain its appearance. If you are concerned about scratching, you can use one of the many cases sold separately.

Using Connectors and Ports Never force a connector into a port. Check for obstructions on the port. If the connector and port don't join with reasonable ease, they probably don't match. Make sure that the connector matches the port and that you have positioned the connector correctly in relation to the port.

Keeping iPhone Within Acceptable Temperatures Operate iPhone in a place where the temperature is between 0° and 35° C (32° to 95° F). Low- or high-temperature conditions might temporarily shorten battery life or cause iPhone to temporarily stop working properly. Avoid dramatic changes in temperature or humidity when using iPhone as condensation may form on or within iPhone.

Store iPhone in a place where the temperature is between -20° and 45° C (-4° to 113° F). Don't leave iPhone in your car, because temperatures in parked cars can exceed this range.

When you're using iPhone or charging the battery, it is normal for iPhone to get warm. The exterior of iPhone functions as a cooling surface that transfers heat from inside the unit to the cooler air outside.

Keeping the Outside of iPhone Clean To clean iPhone, unplug all cables and turn off iPhone (press and hold the Sleep/Wake button, and then slide the onscreen slider). Then use a soft, slightly damp, lint-free cloth. Avoid getting moisture in openings. Don't use window cleaners, household cleaners, aerosol sprays, solvents, alcohol, ammonia, or abrasives to clean iPhone.

Certification and Compliance

Important: Changes or modifications to this product not authorized by Apple could void the EMC and wireless compliance and negate your authority to operate the product. This product has demonstrated EMC compliance under conditions that included the use of compliant peripheral devices and shielded cables between system components. It is important that you use compliant peripheral devices and shielded cables between system components to reduce the possibility of causing interference to radios, televisions, and other electronic devices.

FCC Compliance Statement

This device complies with part 15 of the FCC rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Note: This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

Canadian Compliance Statement

Complies with the Canadian ICES-003 Class B specifications. Cet appareil numérique de la Classe B est conforme à la norme NMB-003 du Canada. This device complies with RSS 210 of Industry Canada. This Class B device meets all the requirements of the Canadian interference-causing equipment regulations. Cet appareil numérique de la Classe B respecte toutes les exigences du Règlement sur le matériel brouilleur du Canada.

European Union Regulatory Conformance

The equipment complies with the RF Exposure Requirement 1999/519/EC, Council Recommendation of 12 July 1999 on the limitation of exposure of the general public to electromagnetic fields (0–300 GHz). This equipment meets the following conformance standards:

EN 300 328, EN 301 489-17, EN 301 511, EN 301 908, EN 50385

EU Declaration of Conformity

Български Apple Inc. декларира, че този клетъчен, Wi-Fi, Bluetooth предавател е в съответствие със съществените изисквания и другите приложими правила на Директива 1999/5/EC.

Česky Apple Inc. tímto prohlašuje, že tento cellular, Wi-Fi, & Bluetooth g je ve shodě se základními požadavky a dalšími příslušnými ustanoveními směrnice 1999/5/ES.

Dansk Undertegnede Apple Inc. erklærer herved, at følgende udstyr cellular, Wi-Fi, & Bluetooth overholder de væsentlige krav og øvrige relevante krav i direktiv 1999/5/EF.

Deutsch Hiermit erklärt Apple Inc., dass sich das Gerät cellular, Wi-Fi, & Bluetooth in Übereinstimmung mit den grundlegenden Anforderungen und den übrigen einschlägigen Bestimmungen der Richtlinie 1999/5/EG befindet.

Eesti Käesolevaga kinnitab Apple Inc. seadme cellular, Wi-Fi, & Bluetooth vastavust direktiivi 1999/5/EÜ põhinõuetele ja nimetatud direktiivist tulenevatele teistele asjakohastele sätetele.

English Hereby, Apple Inc. declares that this cellular, Wi-Fi, & Bluetooth is in compliance with the essential requirements and other relevant provisions of Directive 1999/5/EC.

Español Por medio de la presente Apple Inc. declara que el cellular, Wi-Fi, & Bluetooth cumple con los requisitos esenciales y cualesquiera otras disposiciones aplicables o exigibles de la Directiva 1999/5/CE.

Ελληνική ΜΕ ΤΗΝ ΠΑΡΟΥΣΑ Apple Inc. ΔΗΛΩΝΕΙ ΟΤΙ cellular, Wi-Fi, & Bluetooth ΣΥΜΜΟΡΦΩΝΕΤΑΙ ΠΡΟΣ ΤΙΣ ΟΥΣΙΩΔΕΙΣ ΑΠΑΙΤΗΣΕΙΣ ΚΑΙ ΤΙΣ ΛΟΙΠΕΣ ΣΧΕΤΙΚΕΣ ΔΙΑΤΑΞΕΙΣ ΤΗΣ ΟΔΗΓΙΑΣ 1999/5/EK.

Français Par la présente Apple Inc. déclare que l'appareil cellular, Wi-Fi, & Bluetooth est conforme aux exigences essentielles et aux autres dispositions pertinentes de la directive 1999/5/CE.

Islenska Hér með lýsir Apple Inc. yfir því að cellular, Wi-Fi, & Bluetooth er í samræmi við grunnkröfur og aðrar kröfur, sem gerðar eru í tilskipun 1999/5/EC.

Italiano Con la presente Apple Inc. dichiara che questo cellular, Wi-Fi, & Bluetooth è conforme ai requisiti essenziali ed alle altre disposizioni pertinenti stabilite dalla direttiva 1999/5/CE.

Latviski Ar šo Apple Inc. deklarē, ka cellular, Wi-Fi, & Bluetooth atbilst Direktīvas 1999/5/EK būtiskajām prasībām un citiem ar to saistītajiem noteikumiem.

Lietuvių Šiuo Apple Inc. deklaruoja, kad šis cellular, Wi-Fi, & Bluetooth atitinka esminius reikalavimus ir kitas 1999/5/EB Direktyvos nuostatas.

Magyar Alulírott, Apple Inc. nyilatkozom, hogy a cellular, Wi-Fi, & Bluetooth megfelel a vonatkozó alapvető követelményeknek és az 1999/5/EC irányelv egyéb előírásainak.

Malti Hawnehkk, Apple Inc., jiddikjara li dan cellular, Wi-Fi, & Bluetooth jikkonforma mal-ħtiġijiet essenzjali u ma provvedimenti oħrajn relevanti li hemm fid-Dirrettiva 1999/5/EC.

Nederlands Hierbij verklaart Apple Inc. dat het toestel cellular, Wi-Fi, & Bluetooth in overeenstemming is met de essentiële eisen en de andere relevante bepalingen van richtlijn 1999/5/EG.

Norsk Norsk Apple Inc. erklærer herved at utstyret mobiltelefon, Wi-Fi og Bluetooth er i samsvar med de grunnleggende krav og øvrige relevante krav i direktiv 1999/5/EF.

Polski Niniejszym Apple Inc. oświadcza, że cellular, Wi-Fi, & Bluetooth jest zgodny z zasadniczymi wymogami oraz pozostałymi stosownymi postanowieniami Dyrektywy 1999/5/EC.

Português Apple Inc. declara que este cellular, Wi-Fi, & Bluetooth está conforme com os requisitos essenciais e outras disposições da Directiva 1999/5/CE.

Româna Prin prezenta Apple Inc. declară că acest aparat cellular, Wi-Fi, & Bluetooth este în conformitate cu cerințele esențiale și cu celelalte prevederi relevante ale Directivei 1999/5/CE.

Slovensko Apple Inc. izjavlja, da je ta cellular, Wi-Fi, & Bluetooth v skladu z bistvenimi zahtevami in ostalimi relevantnimi določili direktive 1999/5/ES.

Slovensky Apple Inc. týmto vyhlasuje, že cellular, Wi-Fi, & Bluetooth spĺňa základné požiadavky a všetky príslušné ustanovenia Smernice 1999/5/ES.

Suomi Apple Inc. vakuuttaa täten että cellular, Wi-Fi, & Bluetooth tyyppinen laite on direktiivin 1999/5/EY oleellisten vaatimusten ja sitä koskevien direktiivin muiden ehtojen mukainen.

Svenska Härmed intygar Apple Inc. att denna cellular, Wi-Fi, & Bluetooth står i överensstämmelse med de väsentliga egenskapskrav och övriga relevanta bestämmelser som framgår av direktiv 1999/5/EG.

A copy of the Declaration of Conformity is available at:

www.apple.com/euro/compliance



iPhone can be used in the following countries:

AT	BG	BE	CY	CZ	DK	EE	FI	FR	DE	GR	HU
IE	IT	LV	LT	LU	MT	NL	PL	PT	RO	SK	SL
ES	SE	GB	IS	LI	NO	CH					

European Community Restrictions

Français Pour usage en intérieur uniquement. Consultez l'Autorité de Régulation des Communications Electroniques et des Postes (ARCEP) pour connaître les limites d'utilisation des canaux 1 à 9. www.arcep.fr

Italiano Approvato esclusivamente per l'uso in locali chiusi. L'utilizzo all'esterno dei propri locali è subordinato al rilascio di un'autorizzazione generale.

Ελλάδα Για χρήση σε εσωτερικούς χώρους μόνο

Japan Compliance Statement—VCCI Class B Statement

情報処理装置等電波障害自主規制について

この装置は、情報処理装置等電波障害自主規制協議会（VCCI）の基準に基づくクラス B 情報技術装置です。この装置は家庭環境で使用されることを目的としていますが、この装置がラジオやテレビジョン受信機に近接して使用されると、受信障害を引き起こすことがあります。

取扱説明書に従って正しい取扱をしてください。

Compliance Marks

Singapore	Complies with IDA Standards DB00063	South Africa	TA-2008/712 ICASA APPROVED
United Arab Emirates	TRA ID: 0016472/08 TA: 0016473/08	Russia	 ME67

iPhone Terms and Conditions

IMPORTANT: BY USING YOUR iPhone, YOU ARE AGREEING TO BE BOUND BY THE FOLLOWING APPLE AND THIRD PARTY TERMS:

- A. APPLE iPhone SOFTWARE LICENSE AGREEMENT
- B. NOTICES FROM APPLE
- C. GOOGLE MAPS TERMS AND CONDITIONS
- D. YOUTUBE TERMS AND CONDITIONS

APPLE INC. iPhone SOFTWARE LICENSE AGREEMENT

Single Use License

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Apple will provide you any iPhone OS software updates that it may release from time to time, up to and including the next major iPhone OS software release following the version of iPhone OS software that originally shipped from Apple on your iPhone, for free. For example, if your iPhone originally shipped with iPhone 2.x software, Apple would provide you with any iPhone OS software updates it might release up to and including the iPhone 3.x software release. Such updates and releases may not necessarily include all of the new software features that Apple releases for newer iPhone models.

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(c) You may not and you agree not to, or to enable others to, copy (except as expressly permitted by this License), decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the iPhone Software or any services provided by the iPhone Software, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by licensing terms governing use of open-sourced components included with the iPhone Software). Any attempt to do so is a violation of the rights of Apple and its licensors of the iPhone Software.

(d) By storing content on your iPhone you are making a digital copy. In some jurisdictions, it is unlawful to make digital copies without prior permission from the rightsholder. The iPhone Software may be used to reproduce materials so long as such use is limited to reproduction of non-copyrighted materials, materials in which you own the copyright, or materials you are authorized or legally permitted to reproduce.

(e) You agree to use the iPhone Software and the Services (as defined in Section 5 below) in compliance with all applicable laws, including local laws of the country or region in which you reside or in which you download or use the iPhone Software and Services.

3. Transfer. You may not rent, lease, lend, sell, redistribute, or sublicense the iPhone Software. You may, however, make a one-time permanent transfer of all of your license rights to the iPhone Software to another party in connection with the transfer of ownership of your iPhone, provided that: (a) the transfer must include your iPhone and all of the iPhone Software, including all its component parts, original media, printed materials and this License; (b) you do not retain any copies of the iPhone Software, full or partial, including copies stored on a computer or other storage device; and (c) the party receiving the iPhone Software reads and agrees to accept the terms and conditions of this License.

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(b) **Location Data.** Apple and its partners and licensees may provide certain services through your iPhone that rely upon location information. To provide these services, where available, Apple and its partners and licensees may transmit, collect, maintain, process and use your location data, including the real-time geographic location of your iPhone. The location data collected by Apple is collected in a form that does not personally identify you and may be used by Apple and its partners and licensees to provide location-based products and services. By using any location-based services on your iPhone, you agree and consent to Apple's and its partners' and licensees' transmission, collection, maintenance, processing and use of your location data to provide

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Apple may restrict service to the country where Apple or its authorized distributors originally sold the hardware product and provide warranty service (i) at an Apple Retail or Apple authorized wireless service provider location, where service is performed at the location, or the Apple Retail or Apple authorized wireless service provider may send the product to an Apple repair service location for service, (ii) by sending you prepaid way bills (and if you no longer have the original packaging, Apple may send you packaging material) to enable you to ship the product to Apple's repair service location for service, or (iii) by sending you new or refurbished customer-installable replacement product or parts to enable you to service or exchange your own product ("DIY Service"). Upon receipt of the replacement product or part, the original product or part becomes the property of Apple and you agree to follow instructions, including, if required, arranging the return of original product or part to Apple in a timely manner. When providing DIY Service requiring the return of the original product or part, Apple may require a credit card authorization as security for the retail price of the replacement product or part and applicable shipping costs. If you follow instructions, Apple will cancel the credit card authorization, so you will not be charged for the product or part and shipping costs. If you fail to return the replaced product or part as instructed, Apple will charge the credit card for the authorized amount.

Service options, parts availability and response times may vary according to the country in which service is requested. Service options are subject to change at any time. You may be responsible for shipping and handling charges if the product cannot be serviced in the country in which service is requested. If you seek service in a country that is not the country of original purchase, you will comply with all applicable export laws and regulations

and be responsible for all custom duties, V.A.T. and other associated taxes and charges. Where international service is available, Apple may repair or exchange defective products and parts with comparable products and parts that comply with local standards. In accordance with applicable law, Apple may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service. Please refer to the accompanying documentation for more details on this and other matters on obtaining warranty service.

Apple will maintain and use customer information in accordance with the Apple Customer Privacy Policy available at the webpage listed in the table below.

If your product is capable of storing software programs, data and other information, you should protect its contents against possible operational failures. Before you deliver your product for warranty service it is your responsibility to keep a separate backup copy of the contents and disable any security passwords. **THE CONTENTS OF YOUR PRODUCT WILL BE DELETED AND THE STORAGE MEDIA REFORMATTED IN THE COURSE OF WARRANTY SERVICE.** Your product or a replacement product will be returned to you as your product was configured when originally purchased, subject to applicable updates. Apple may install system software updates as part of warranty service that will prevent the hardware from reverting to an earlier version of the system software. Third party applications installed on the hardware may not be compatible or work with the hardware as a result of the system software update. You will be responsible for reinstalling all other software programs, data and passwords. Recovery and reinstallation of software programs and user data are not covered under this Limited Warranty.

A list of authorized wireless service providers is available online at: <http://images.apple.com/legal/warranty/docs/iPhoneAuthorizedDistributors.pdf>
Complimentary support may be available. See: <http://www.apple.com/support/country/index.html?dest=complimentary>

Warranty Obligor for Region or Country of Purchase

Region/ Country of Purchase	Apple	Address
Americas		
Brazil	Apple Computer Brasil Ltda	Av. Cidade Jardim 400, 2 Andar, Sao Paulo, SP Brasil 01454-901
Canada	Apple Canada Inc.	7495 Birchmount Rd.; Markham, Ontario, Canada; L3R 5G2 Canada
Mexico	Apple Operations Mexico, S.A. de C.V.	Av. Paseo de la Reforma 505, Piso 33, Colonia Cuauhtemoc, Mexico DF 06500
United States and Other Americas Countries	Apple Inc.	1 Infinite Loop; Cupertino, CA 95014, U.S.A.

Region/ Country of Purchase	Apple	Address
Europe, Middle East and Africa		
All countries	Apple Sales International	Hollyhill Industrial Estate Hollyhill, Cork, Republic of Ireland
Asia Pacific		
Australia; New Zealand; Fiji, Papua New Guinea; Vanuatu	Apple Pty. Limited.	PO Box A2629, South Sydney, NSW 1235, Australia
Hong Kong	Apple Asia Limited	2401 Tower One, Times Square, Causeway; Hong Kong
India	Apple India Private Ltd.	19th Floor, Concorde Tower C, UB City No 24, Vittal Mallya Road, Bangalore 560-001, India
Japan	Apple Japan Inc.	3-20-2 Nishishinjuku, Shinjuku-ku, Tokyo, Japan
Korea	Apple Computer Korea Ltd.	3201, ASEM Tower; 159, Samsung-dong, Kangnam-gu; Seoul 135-090, Korea
Afghanistan, Bangladesh, Bhutan, Brunei, Cambodia, Guam, Indonesia, Laos, Singapore, Malaysia, Nepal, Pakistan, Philippines, Sri Lanka, Vietnam	Apple South Asia Pte. Ltd.	7 Ang Mo Kio Street 64 Singapore, 569086
People's Republic of China	Apple Computer Trading (Shanghai) Co. Ltd.	B Area, 2/F, No. 6 Warehouse Building, No. 500 Bing Ke Road, Wai Gao Qiao Free Trade Zone, Shanghai, P.R.C.
Thailand	Apple South Asia (Thailand) Limited	25th Floor, Suite B2, Siam Tower, 989 Rama 1 Road, Pataumwan, Bangkok, 10330
Taiwan	Apple Asia LLC	16A, No. 333 Tun Hwa S. Road. Sec. 2, Taipei, Taiwan 106
Other Asian Pacific Countries	Apple Inc.	1 Infinite Loop; Cupertino, CA 95014, U.S.A.

Privacy Policy

All countries <http://www.apple.com/legal/warranty/privacy>

iPhone US Warranty v1.8

*cited in CTIA-the Wireless Ass'n v. City of Berkeley
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C O M M O N P H O N E

Health and Safety and Warranty Guide

Please read this manual before operating your device and keep it for future reference.

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Warning! This product contains chemicals known to the State of California to cause cancer and reproductive toxicity. For more information, please call 1-800-SAMSUNG (726-7864).

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Do you have questions about your Samsung Mobile Device?

For 24 hour information and assistance, we offer a new FAQ/ARS System (Automated Response System) at:

www.samsung.com/us/support

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HSW Common Phone Guide_English_PS_040115

Samsung Electronics America (SEA), Inc

Address:

85 Challenger Road
Ridgefield Park,
New Jersey 07660

Phone:

1-800-SAMSUNG (726-7864)

Internet Address:

www.samsung.com

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Section 1: Health and Safety Information

This section outlines the safety precautions associated with using your phone. The terms “mobile device” or “cell phone” are used in this section to refer to your phone. **Read this information before using your mobile device.**

Exposure to Radio Frequency (RF) Signals

The U.S. Food and Drug Administration (FDA) has published information for consumers relating to Radio Frequency (RF) exposure from wireless phones. The FDA publication includes the following information:

Do cell phones pose a health hazard?

Many people are concerned that cell phone radiation will cause cancer or other serious health hazards. The weight of scientific evidence has not linked cell phones with any health problems.

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Cell phones emit low levels of Radio Frequency (RF) energy. Over the past 15 years, scientists have conducted hundreds of studies looking at the biological effects of the radio frequency energy emitted by cell phones. While some researchers have reported biological changes associated with RF energy, these studies have failed to be replicated. The majority of studies published have failed to show an association between exposure to radio frequency from a cell phone and health problems.

The low levels of RF cell phones emit while in use are in the microwave frequency range. They also emit RF at substantially reduced time intervals when in the stand-by mode. Whereas high levels of RF can produce health effects (by heating tissue), exposure to low level RF that does not produce heating effects causes no known adverse health effects.

The biological effects of radio frequency energy should not be confused with the effects from other types of electromagnetic energy.

Very high levels of electromagnetic energy, such as is found in X-rays and gamma rays, can ionize biological tissues. Ionization is a process where electrons are stripped away from their normal locations in atoms and molecules. It can permanently damage biological tissues including DNA, the genetic material.

The energy levels associated with radio frequency energy, including both radio waves and microwaves, are not great enough to cause ionization of atoms and molecules. Therefore, RF energy is a type of non-ionizing radiation. Other types of non-ionizing radiation include visible light, infrared radiation (heat), and other forms of electromagnetic radiation with relatively low frequencies.

While RF energy does not ionize particles, large amounts can increase body temperatures and cause tissue damage. Two areas of the body, the eyes and the testes, are particularly vulnerable to RF heating because there is relatively little blood flow in them to carry away excess heat.

Research Results to Date: Is there a connection between RF and certain health problems?

The results of most studies conducted to date say no. In addition, attempts to replicate and confirm the few studies that have shown a connection have failed.

The scientific community at large therefore believes that the weight of scientific evidence does not show an association between exposure to Radio Frequency (RF) from cell phones and adverse health outcomes. Still the scientific community has supported additional research to address gaps in knowledge. Some of these studies are described below.

Interphone Study

Interphone is a large international study designed to determine whether cell phones increase the risk of head and neck cancer. A report published in the International Journal of Epidemiology (June, 2010) compared cell phone usage for more than 5,000 people with brain tumors (glioma and meningioma) and a similar number of healthy controls.

Results of this study did NOT show that cell phones caused brain cancer. In this study, most people had no increased risk of brain cancer from using cell phones. For people with the heaviest use of cell phones (an average of more than 1/2 hour per day, every day, for over 10 years) the study suggested a slight increase in brain cancer. However, the authors determined that biases and errors prevented any conclusions being drawn from this data. Additional information about Interphone can be found at www.iarc.fr/en/media-centre/pr/2010/pdfs/pr200_E.pdf

Interphone is the largest cell phone study to date, but it did not answer all questions about cell phone safety. Additional research is being conducted around the world, and the FDA continues to monitor developments in this field.

International Cohort Study on Mobile Phone Users (COSMOS)

The COSMOS study aims to conduct long-term health monitoring of a large group of people to determine if there are any health issues linked to long-term exposure to radio frequency energy from cell phone use. The COSMOS study will follow approximately 300,000 adult cell phone users in Europe for 20 to 30 years. Additional information about the COSMOS study can be found at

www.ukcosmos.org/index.html.

Risk of Brain Cancer from Exposure to Radio Frequency Fields in Childhood and Adolescence (MOBI-KIDS)

MOBI-KIDS is an international study investigating the relationship between exposure to radio frequency energy from communication technologies including cell phones and brain cancer in young people. This is an international multi-center study involving 14 European and non-European countries. Additional information about MOBI-KIDS can be found at

www.creal.cat/programes-recerca/en_projectes-creal/view.php?ID=39.

Surveillance, Epidemiology, and End Results (SEER) Program of the National Cancer Institute

The National Cancer Institute (NCI) actively follows cancer statistics in the United States to detect any change in rates of new cases for brain cancer. If cell phones play a role in risk for brain cancer, rates should go up, because heavy cell phone use has been common for quite some time in the U.S. Between 1987 and 2005, the overall age-adjusted incidence of brain cancer did not increase. Additional information about SEER can be found at <http://seer.cancer.gov/>.

Cell Phone Industry Actions

Although the existing scientific data do not justify FDA regulatory actions, the FDA has urged the cell phone industry to take a number of steps, including the following:

- Support-needed research on possible biological effects of RF for the type of signal emitted by cell phones;
- Design cell phones in a way that minimizes any RF exposure to the user; and
- Cooperate in providing users of cell phones with the current information on cell phone use and human health concerns.

The FDA also is working with voluntary standard-setting bodies such as the Institute of Electrical and Electronics Engineers (IEEE), the International Commission on Non-Ionizing Radiation Protection (ICNIRP), and others to assure that safety standards continue to adequately protect the public.

Reducing Exposure: Hands-Free Kits and Other Accessories

Steps to Reduce Exposure to Radio Frequency Energy

If there is a risk from being exposed to radio frequency energy (RF) from cell phones - and at this point we do not know that there is - it is probably very small. But, if you are concerned about avoiding even potential risks, you can take a few simple steps to minimize your RF exposure.

- Reduce the amount of time spent using your cell phone.
- Use speaker mode or a headset to place more distance between your head and the cell phone.

Hands-Free Kits

Hands-free kits may include audio or Bluetooth® headsets and various types of body-worn accessories such as belt-clips and holsters. Combinations of these can be used to reduce RF energy absorption from cell phones.

Headsets can substantially reduce exposure because the phone is held away from the head in the user's hand or in approved body-worn accessories. Cell phones marketed in the U.S. are required to meet RF exposure compliance requirements when used against the head and against the body. Because there are no known risks from exposure to RF emissions from cell phones, there is no reason to believe that hands-free kits reduce risks. Hands-free kits can be used for convenience and comfort. They are also required by law in many states if you want to use your phone while driving.

Cell Phone Accessories that Claim to Shield the Head from RF Radiation

Because there are no known risks from exposure to RF emissions from cell phones, there is no reason to believe that accessories which claim to shield the head from those emissions reduce risks. Some products that claim to shield the user from RF absorption use special phone cases, while others involve nothing more than a metallic accessory attached to the phone. Studies have shown that these products generally do not work as advertised. Unlike "hands-free" kits, these so-called "shields" may interfere with proper operation of the phone. The phone may be forced to boost its power to compensate, leading to an increase in RF absorption.

Children and Cell Phones

The scientific evidence does not show a danger to any users of cell phones from RF exposure, including children and teenagers. The steps adults can take to reduce RF exposure apply to children and teenagers as well.

- Reduce the amount of time spent on the cell phone.
- Use speaker mode or a headset to place more distance between the head and the cell phone.

Some groups sponsored by other national governments have advised that children be discouraged from using cell phones at all. For example, The Stewart Report from the United Kingdom made such a recommendation in December 2000. In this report, a group of independent experts noted that no evidence exists that using a cell phone causes brain tumors or other ill effects. Their recommendation to limit cell phone use by children was strictly precautionary; it was not based on scientific evidence that any health hazard exists.

Additional information on the safety of RF exposures from various sources can be obtained from the following organizations (updated 12/31/2014):

- FCC RF Safety Program:
www.fcc.gov/encyclopedia/radio-frequency-safety
- Environmental Protection Agency (EPA):
www.epa.gov/radtown/wireless-tech.html
- Occupational Safety and Health Administration (OSHA):
www.osha.gov/SLTC/radiofrequencyradiation/
(Note: This web address is case sensitive.)
- National Institute for Occupational Safety and Health (NIOSH):
www.cdc.gov/niosh/
- World Health Organization (WHO):
www.who.int/peh-emf/en/
- International Commission on Non-Ionizing Radiation Protection:
www.icnirp.de

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- Health Protection Agency:
www.hpa.org.uk/Topics/Radiation/
- US Food and Drug Administration:
[www.fda.gov/Radiation-EmittingProducts/RadiationEmittingProductsandProcedures/
HomeBusinessandEntertainment/CellPhones/default.htm](http://www.fda.gov/Radiation-EmittingProducts/RadiationEmittingProductsandProcedures/HomeBusinessandEntertainment/CellPhones/default.htm)

FCC Part 15 Information to User

Pursuant to part 15.21 of the FCC Rules, you are cautioned that changes or modifications not expressly approved by Samsung could void your authority to operate the device.

This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Note: This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications.

However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

Smart Practices While Driving

On the Road - Off the Phone

The primary responsibility of every driver is the safe operation of his or her vehicle.

Responsible drivers understand that no secondary task should be performed while driving whether it be eating, drinking, talking to passengers, or talking on a mobile phone - unless the driver has assessed the driving conditions and is confident that the secondary task will not interfere with their primary responsibility. **Do not engage in any activity while driving a moving vehicle which may cause you to take your eyes off the road or become so absorbed in the activity that your ability to concentrate on the act of driving becomes impaired.** Samsung is committed to promoting responsible driving and giving drivers the tools they need to understand and address distractions.

Check the laws and regulations on the use of mobile devices and their accessories in the areas where you drive. Always obey them. The use of these devices may be prohibited or restricted in certain areas. For example, only hands-free use may be permitted in certain areas.

Before answering calls, consider your circumstances. Let the call go to voicemail when driving conditions require. Remember, driving comes first, not the call!

If you consider a call necessary and appropriate, follow these tips:

- Use a hands-free device;
- Secure your phone within easy reach;
- Place calls when you are not moving;
- Plan calls when your car will be stationary;
- Do not engage in stressful or emotional conversations;
- Let the person with whom you are speaking know that you are driving and will suspend the call if necessary;
- Do not take notes or look up phone numbers while driving;

Notice regarding legal restrictions on mounting this device in an automobile:

Laws in some states may prohibit mounting this device on or near the windshield of an automobile. In other states, the law may permit mounting this device only in specific locations in the automobile. Be sure to consult the state and local laws or ordinances where you drive before mounting this device in an automobile. Failure to comply with these restrictions could result in fines, penalties, or other damages.

Never mount this device in a manner that will obstruct the driver's clear view of the street and traffic.

Never use wireless data services such as text messaging, Web browsing, or e-mail while operating a vehicle.

Never watch videos, such as a movie or clip, or play video games while operating a vehicle.

For more information, go to www.ctia.org.

Battery Use and Safety

Important! Handle and store batteries properly to avoid injury or damage. Most battery issues arise from improper handling of batteries and, particularly, from the continued use of damaged batteries.

- **Do not disassemble, crush, puncture, shred, or otherwise attempt to change the form of your battery.** Do not put a high degree of pressure on the battery. This can cause leakage or an internal short-circuit, resulting in overheating.

- **Do not let the phone or battery come in contact with liquids.** Liquids can get into the phone's circuits, leading to corrosion. Even when the phone appears to be dry and appears to operate normally, the circuitry could slowly corrode and pose a safety hazard. If the phone and/or battery get wet, have them checked by your service provider or contact Samsung, even if they appear to be working properly.
- **Do not place your battery in or near a heat source.** Excessive heating can damage the phone or the battery and could cause the phone or the battery to explode. Do not dry a wet or damp battery with an appliance or heat source such as a microwave oven, hair dryer, iron, or radiator. Avoid leaving your phone in your car in high temperatures.

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- **Caution: Some applications or prolonged usage may increase device temperature.** Prolonged skin contact with a device that is hot to the touch may produce skin discomfort or redness, or low-temperature burns. If the device feels hot to the touch, discontinue use and close all applications or turn off the device until it cools. Always ensure that the device has adequate ventilation and air flow. Covering the device with bedding, your body, thick clothing or any other materials that significantly affect air flow may affect the performance of the device and poses a possible risk of fire or explosion, which could lead to serious bodily injuries or damage to property.
- **Do not dispose of the phone or the battery in a fire.** The phone or the battery may explode when overheated.
- **Do not handle a damaged or leaking battery.** Do not let leaking battery fluid come in contact with your eyes, skin or clothing. For safe disposal options, contact your nearest Samsung-authorized service center.
- **Avoid dropping the cell phone.** Dropping the phone or the battery, especially on a hard surface, can potentially cause damage to the phone and battery. If you suspect damage to the phone or battery, take it to a service center for inspection.
- **Never use any charger or battery that is damaged in any way.**

- **Do not allow the battery to touch metal objects.** Accidental short-circuiting can occur when a metallic object (coin, key, jewelry, clip, or pen) causes a direct connection between the + and - terminals of the battery (metal strips on the battery), for example when you carry a spare battery in a pocket or bag. Short-circuiting the terminals may damage the battery or the object causing the short-circuiting.

Important! Use only Samsung-approved batteries, and recharge your battery only with Samsung-approved chargers which are specifically designed for your phone.

WARNING!

Use of a non-Samsung-approved battery or charger may present a risk of fire, explosion, leakage, or other hazard. Samsung's warranty does not cover damage to the phone caused by non-Samsung-approved batteries and/or chargers.

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- **Do not use incompatible cell phone batteries and chargers.** Some websites and second-hand dealers not associated with reputable manufacturers and carriers, might be selling incompatible or even counterfeit batteries and chargers. Consumers should purchase manufacturer or carrier-recommended products and accessories. If unsure about whether a replacement battery or charger is compatible, contact the manufacturer of the battery or charger.
- **Misuse or use of incompatible phones, batteries, and charging devices could result in damage to the equipment and a possible risk of fire, explosion, or leakage, leading to serious injuries, damages to your phone, or other serious hazard.**

Samsung Mobile Products and Recycling

Samsung cares for the environment and encourages its customers to recycle Samsung mobile devices and genuine Samsung accessories.

Proper disposal of your mobile device and its battery is not only important for safety, it benefits the environment.

Batteries must be recycled or disposed of properly.

Note: Dispose of unwanted electronics through an approved recycler.

We've made it easy for you to recycle your old Samsung mobile device by working with respected take-back companies in every state in the country.

Drop It Off

You can drop off your Samsung-branded mobile device and batteries for recycling at one of our numerous Samsung Recycling Direct (SRD) locations.

To find the nearest recycling location, go to:

www.samsung.com/recyclingdirect or call 1-877-278-0799.

Samsung-branded devices and batteries will be accepted at these locations for no fee.

Mail It In

The Samsung Mobile Take-Back Program will provide Samsung customers with a free recycling mailing label.

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For more information about recycling your device, go to: <https://pages.samsung.com/recycling/index.jsp> or call 1-800-822-8837 and follow the instructions to print out a free pre-paid postage label and then send your old mobile device or battery to the address listed, via U.S. Mail, for recycling.

Consumers may also recycle their used mobile device or batteries at many retail or carrier-provided locations where mobile devices and batteries are sold. Additional information regarding specific locations may be found at www.epa.gov/epawaste/conservation/materials/recyclingdonate.htm or at www.call2recycle.org/.

Follow local regulations regarding disposal of mobile devices and batteries

Dispose of your mobile device and batteries in accordance with local regulations. In some areas, the disposal of these items in household or business trash may be prohibited. Help us protect the environment - recycle!

Warning! Never dispose of batteries in a fire because they may explode.

UL Certified Travel Charger

The Travel Charger for this phone has met applicable UL safety requirements. Please adhere to the following safety instructions per UL guidelines:

FAILURE TO FOLLOW THE INSTRUCTIONS OUTLINED MAY LEAD TO SERIOUS PERSONAL INJURY AND POSSIBLE PROPERTY DAMAGE.

IMPORTANT SAFETY INSTRUCTIONS - SAVE THESE INSTRUCTIONS.

DANGER - TO REDUCE THE RISK OF FIRE OR ELECTRIC SHOCK, CAREFULLY FOLLOW THESE INSTRUCTIONS.

FOR CONNECTION TO A SUPPLY NOT IN NORTH AMERICA, USE AN ATTACHMENT PLUG ADAPTOR OF THE PROPER CONFIGURATION FOR THE POWER OUTLET.

THIS POWER UNIT IS INTENDED TO BE CORRECTLY ORIENTED IN A VERTICAL OR HORIZONTAL OR FLOOR MOUNT POSITION.

*Disclosed in CTIA-the Wireless Ass'n v. City of Berkeley
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Display / Touch-Screen

Please note the following information when using your mobile device:

WARNING REGARDING DISPLAY

The display on your mobile device is made of glass or acrylic and could break if your mobile device is dropped or if it receives significant impact. Do not use if screen is broken or cracked as this could cause injury to you.

WARRANTY DISCLAIMER: PROPER USE OF A TOUCH-SCREEN MOBILE DEVICE

If your mobile device has a touch-screen display, please note that a touch-screen responds best to a light touch from the pad of your finger or a non-metallic stylus. Using excessive force or a metallic object when pressing on the touch-screen may damage the tempered glass surface and void the warranty. For more information, please refer to the “Standard Limited Warranty” .

*cited in C.T.A. the Wireless Ass'n v. City of Berkeley
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Care and Maintenance

Your mobile device is a product of superior design and craftsmanship and should be treated with care. The suggestions below will help you fulfill any warranty obligations and allow you to enjoy this product for many years:

Keep your Samsung Mobile Device away from:

Liquids of any kind

Keep the mobile device dry. Precipitation, humidity, and liquids contain minerals that will corrode electronic circuits. If the mobile device does get wet, do not accelerate drying with the use of an oven, microwave, or dryer, because this may damage the mobile device and could cause a fire or explosion.

Do not use the mobile device with a wet hand. Doing so may cause an electric shock to you or damage to the mobile device.

Extreme heat or cold

Avoid temperatures below 0°C / 32°F or above 45°C / 113°F.

Microwaves

Do not try to dry your mobile device in a microwave oven. Doing so may cause a fire or explosion.

Dust and dirt

Do not expose your mobile device to dust, dirt, or sand.

Cleaning solutions

Do not use harsh chemicals, cleaning solvents, or strong detergents to clean the mobile device. Wipe it with a soft cloth slightly dampened in a mild soap-and-water solution. If the mobile device has a retractable camera lens, do not use soap and water to clean the lens. Use a blower or brush or lens cleaning paper dampened in a lens cleaning solution.

Shock or vibration

Do not drop, knock, or shake the mobile device. Rough handling can break internal circuit boards.

Paint

Do not paint the mobile device. Paint can clog the device's moving parts or ventilation openings and prevent proper operation.

Responsible Listening

Caution! Avoid potential hearing loss.

Damage to hearing occurs when a person is exposed to loud sounds over time. The risk of hearing loss increases as sound is played louder and for longer durations. Prolonged exposure to loud sounds (including music) is the most common cause of preventable hearing loss. Some scientific research suggests that using portable audio devices, such as portable music players and cell phones, at high volume settings for long durations may lead to permanent noise-induced hearing loss.

This includes the use of headphones (including headsets, earbuds, and Bluetooth® or other wireless devices). Exposure to very loud sound has also been associated in some studies with tinnitus (a ringing in the ear), hypersensitivity to sound, and distorted hearing. Individual susceptibility to noise-induced hearing loss and potential hearing problem varies. Additionally, the amount of sound produced by a portable audio device varies depending on the nature of the sound, the device settings, and the headphones that are used. As a result, there is no single volume setting that is appropriate for everyone or for every combination of sound, settings, and equipment.

You should follow some common sense recommendations when using any portable audio device:

- Always turn the volume down before plugging the earphones into an audio source.
- Set the volume in a quiet environment and select the lowest volume at which you can hear adequately.
- Be aware that you can adapt to higher volume settings over time, not realizing that the higher volume may be harmful to your hearing.
- When using headphones, turn the volume down if you cannot hear the people speaking near you or if the person sitting next to you can hear what you are listening to.
- Do not turn the volume up to block out noisy surroundings. If you choose to listen to your portable device in a noisy environment, use noise-cancelling headphones to block out background environmental noise. By blocking background environment noise, noise cancelling headphones should allow you to hear the music at lower volumes than when using earbuds.
- Limit the amount of time you listen. As the volume increases, less time is required before your hearing could be affected.

- Avoid using headphones after exposure to extremely loud noises, such as rock concerts, that might cause temporary hearing loss. Temporary hearing loss might cause unsafe volumes to sound normal.
- Do not listen at any volume that causes you discomfort. If you experience ringing in your ears, hear muffled speech, or experience any temporary hearing difficulty after listening to your portable audio device, discontinue use and consult your doctor.

You can obtain additional information on this subject from the following sources:

American Academy of Audiology

11480 Commerce Park Drive, Suite 220

Reston, VA 20190

Voice: (800) 222-2336 or 703-790-8466

Email: infoaud@audiology.org

Internet:

www.audiology.org/Pages/default.aspx

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**National Institute on Deafness and Other
Communication Disorders**

National Institutes of Health
31 Center Drive, MSC 2320
Bethesda, MD 20892-2320
Email: nidcdinfo@nidcd.nih.gov

Internet:

www.nidcd.nih.gov/

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**National Institute for Occupational Safety
and Health (NIOSH)**

395 E Street, S.W., Suite 9200
Patriots Plaza Building
Washington, DC 20201

1-800-CDC-INFO (1-800-232-4636)

Outside the U.S. 513-533-8328

TTY: (888) 232-6348

Email: cdcinfo@cdc.gov

Internet:

[www.cdc.gov/niosh/topics/noise/
default.html](http://www.cdc.gov/niosh/topics/noise/default.html)

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Operating Environment

Remember to follow any special regulations in force in any area, and always switch your mobile device off whenever it is forbidden to use it, or when it may cause interference or danger. When connecting the mobile device or any accessory to another device, read its user's guide for detailed safety instructions. Do not connect incompatible products.

Using Your Mobile Device Near Other Electronic Devices

Most modern electronic equipment is shielded from Radio Frequency (RF) signals. However, certain electronic equipment may not be shielded against the RF signals from your wireless mobile device. Consult the manufacturer to discuss alternatives.

Implantable Medical Devices

A minimum separation of six (6) inches should be maintained between a handheld wireless mobile device and an implantable medical device, such as a pacemaker or implantable cardioverter defibrillator, to avoid potential interference with the device.

Persons who have such devices:

- Should ALWAYS keep the mobile device more than six (6) inches from their implantable medical device when the mobile device is turned ON;
- Should not carry the mobile device in a breast pocket;
- Should use the ear opposite the implantable medical device to minimize the potential for interference;
- Should turn the mobile device OFF immediately if there is any reason to suspect that interference is taking place;
- Should read and follow the directions from the manufacturer of your implantable medical device. If you have any questions about using your wireless mobile device with an implantable medical device, consult your health care provider.

For more information see:

www.fcc.gov/oet/rfsafety/rf-faqs.html#.

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Other Medical Devices

If you use any other personal medical devices, consult the manufacturer of your device to determine if it is adequately shielded from external RF energy. Your physician may be able to assist you in obtaining this information. Switch your mobile device off in health care facilities when any regulations posted in these areas instruct you to do so. Hospitals or health care facilities may be using equipment that could be sensitive to external RF energy.

Vehicles

RF signals may affect improperly installed or inadequately shielded electronic systems in motor vehicles. Check with the manufacturer or its representative regarding your vehicle before using your mobile device in a motor vehicle. You should also consult the manufacturer of any equipment that has been added to your vehicle.

Posted Facilities

Switch your mobile device off in any facility where posted notices require you to do so.

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Potentially Explosive Environments

Switch your mobile device off when in any area with a potentially explosive atmosphere and obey all signs and instructions. Sparks in such areas could cause an explosion or fire resulting in bodily injury or even death. Users are advised to switch the mobile device off while at a refueling point (service station).

Users are reminded of the need to observe restrictions on the use of radio equipment in fuel depots (fuel storage and distribution areas), chemical plants, or where blasting operations are in progress. Areas with a potentially explosive atmosphere are often, but not always, clearly marked. They include below deck on boats, chemical transfer or storage facilities, vehicles using liquefied petroleum gas (such as propane or butane), areas where the air contains chemicals or particles, such as grain, dust, or metal powders, and any other area where you would normally be advised to turn off your vehicle engine. Vehicles using liquefied petroleum gas (such as propane or butane) must comply with the National Fire Protection Standard (NFPA-58). For a copy of this standard, contact the National Fire Protection Association.

When your Device is Wet

Do not turn on your device if it is wet. If your device is already on, turn it off and remove the battery immediately (if the device will not turn off or you cannot remove the battery, leave it as-is). Then, dry the device with a towel and take it to a service center.

Restricting Children's Access to Your Mobile Device

Your mobile device is not a toy. Do not allow children to play with it because they could hurt themselves and others, damage the mobile device, or make calls that increase your mobile device bill. Keep the mobile device and all its parts and accessories out of the reach of small children.

FCC Notice and Cautions

FCC Notice

The mobile device may cause TV or radio interference if used in close proximity to receiving equipment. The FCC can require you to stop using the mobile device if such interference cannot be eliminated.

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Cautions

Any changes or modifications to your mobile device not expressly approved by Samsung could void your warranty for this equipment and void your authority to operate this equipment. Only use approved batteries, antennas, and chargers. The use of any unauthorized accessories may be dangerous and void the mobile device warranty if said accessories cause damage or a defect to the mobile device. Although your mobile device is quite sturdy, it is a complex piece of equipment and can be broken. Avoid dropping, hitting, bending, or sitting on it.

Other Important Safety Information

- Only qualified personnel should service the mobile device or install the mobile device in a vehicle. Faulty installation or service may be dangerous and may invalidate any warranty applicable to the device.
- Ensure that any mobile devices or related equipment installed in your vehicle are securely mounted.
- Check regularly that all wireless mobile device equipment in your vehicle is mounted and operating properly.

- When using a headset in dry environments, static electricity can build up in the headset and cause a small quick static electrical shock. To minimize the risk of electrostatic discharge from the headset avoid using the headset in extremely dry environments or touch a grounded unpainted metal object to discharge static electricity before inserting the headset.
- Do not store or carry flammable liquids, gases, or explosive materials in the same compartment as the mobile device, its parts, or accessories.
- For vehicles equipped with an air bag, remember that an air bag inflates with great force. Do not place objects, including installed or portable wireless equipment near or in the area over the air bag or in the air bag deployment area. If wireless equipment is improperly installed and the air bag inflates, serious injury could result.
- Switch your mobile device off before boarding an aircraft. The use of wireless mobile devices in aircraft is illegal and may be dangerous to the aircraft's operation. Check with appropriate authorities before using any function of a mobile device while on an aircraft.

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- Failure to observe these instructions may lead to the suspension or denial of cell phone services to the offender, or legal action, or both.
- While using your device, leave some lights on in the room and do not hold the screen too close to your eyes.
- Seizures or blackouts can occur when you are exposed to flashing lights while watching videos or playing games for extended periods. If you feel any discomfort, stop using the device immediately.
- Reduce risk of repetitive motion injuries. When you repetitively perform actions, such as pressing keys, drawing characters on a touch screen with your fingers, or playing games, you may experience occasional discomfort in your hands, neck, shoulders, or other parts of your body. When using your device for extended periods, hold the device with a relaxed grip, press the keys lightly, and take frequent breaks. If you continue to have discomfort during or after such use, stop use and see a physician.
- If your device has a camera flash or light, do not use the flash or light close to the eyes of people or pets.

[010115]

Section 2: Warranty Information

Standard Limited Warranty

What is covered and for how long?

The warranty period commences upon the date of purchase by the first consumer purchaser and continuing for the following specified period of time after that date:

Device	1 Year
Battery(ies)*	1 Year
Other Accessories*	1 Year

*If applicable.

What is not covered?

This Limited Warranty is conditioned upon proper use of the Product.

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This Limited Warranty does not cover: (a) defects or damage resulting from accident, misuse, abnormal use, abnormal conditions, improper storage, exposure to liquid, moisture, dampness, sand or dirt, neglect, or unusual physical, electrical or electromechanical stress; (b) scratches, dents and cosmetic damage, unless caused by SAMSUNG; (c) defects or damage resulting from excessive force or use of a metallic object when pressing on a touch screen; (d) equipment that has the serial number or the enhancement data code removed, defaced, damaged, altered or made illegible; (e) ordinary wear and tear; (f) defects or damage resulting from the use of Product in conjunction or connection with accessories, products, or ancillary/peripheral equipment not furnished or approved by SAMSUNG; (g) defects or damage resulting from improper testing, operation, maintenance, installation, service, or adjustment not furnished or approved by SAMSUNG including but not limited to installation of unauthorized software and unauthorized root access, both of which shall void this limited warranty; (h) defects or damage resulting from external causes such as collision with an object, fire, flooding, dirt, windstorm, lightning, earthquake, exposure to weather conditions, theft, blown fuse, or improper use of any electrical source; (i) defects or damage resulting from cellular signal reception or transmission, or viruses or other software problems introduced into the Product; or (j) Product used or purchased outside the United States. This Limited Warranty covers batteries only if battery capacity

falls below 80% of rated capacity or the battery leaks, and this Limited Warranty does not cover any battery if (i) the battery has been charged by a battery charger not specified or approved by SAMSUNG for charging the battery; (ii) any of the seals on the battery are broken or show evidence of tampering; or (iii) the battery has been used in equipment other than the SAMSUNG device for which it is specified.

What are SAMSUNG's obligations?

During the applicable warranty period, provided the Product is returned in accordance with the terms of this Limited Warranty, SAMSUNG will repair or replace the Product, at SAMSUNG's sole option, without charge. SAMSUNG may, at SAMSUNG's sole option, use rebuilt, reconditioned, or new parts or components when repairing any Product, or may replace the Product with a rebuilt, reconditioned or new Product.

Repaired/replaced cases, pouches and holsters will be warranted for a period of ninety (90) days. All other repaired/replaced Products will be warranted for a period equal to the remainder of the original Limited Warranty on the original Product or for ninety (90) days, whichever is longer. All replaced

Products, parts, components, boards and equipment shall become the property of SAMSUNG. Except to any extent expressly allowed by applicable law, transfer or assignment of this Limited Warranty is prohibited.

What must you do to obtain warranty service?

To obtain service under this Limited Warranty, you must return the Product to an authorized phone service facility in an adequate container for shipping, accompanied by the sales receipt or comparable proof of sale showing the original date of purchase by the first consumer purchaser, the serial number of the Product and the seller's name and address.

To obtain assistance on where to deliver the Product, please call SAMSUNG Customer Care at 1-888-987-4357. If SAMSUNG determines that any Product is not covered by this Limited Warranty, you must pay all parts, shipping, and labor charges for the repair or return of such Product.

You should keep a separate backup copy of any contents of the Product before delivering the Product to SAMSUNG for warranty service, as some or all of the contents may be deleted or reformatted during the course of warranty service.

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What are the limits on SAMSUNG's liability?

THIS LIMITED WARRANTY SETS OUT THE FULL EXTENT OF SAMSUNG'S RESPONSIBILITIES, AND THE EXCLUSIVE REMEDY REGARDING THE PRODUCTS.

ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL SAMSUNG BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT OR FOR, WITHOUT LIMITATION, COMMERCIAL LOSS OF ANY SORT; LOSS OF USE, TIME, DATA, REPUTATION, OPPORTUNITY, GOODWILL, PROFITS OR SAVINGS; INCONVENIENCE; INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE PRODUCT. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE DISCLAIMER OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU.

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SAMSUNG MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF ANY THIRD-PARTY SOFTWARE OR EQUIPMENT USED IN CONJUNCTION WITH THE PRODUCT, OR THE ABILITY TO INTEGRATE ANY SUCH SOFTWARE OR EQUIPMENT WITH THE PRODUCT, WHETHER SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT IS INCLUDED WITH THE PRODUCT DISTRIBUTED BY SAMSUNG OR OTHERWISE. RESPONSIBILITY FOR THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE AND SUITABILITY OF ANY SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT RESTS SOLELY WITH THE USER AND THE DIRECT VENDOR, OWNER OR SUPPLIER OF SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT.

Nothing in the Product instructions or information shall be construed to create an express warranty of any kind with respect to the Products. No agent, employee, dealer, representative or reseller is authorized to modify or extend this Limited Warranty or to make binding representations or claims, whether in advertising, presentations or otherwise, on behalf of SAMSUNG regarding the Products or this Limited Warranty.

This Limited Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

What is the procedure for resolving disputes?

ALL DISPUTES WITH SAMSUNG ARISING IN ANY WAY FROM THIS LIMITED WARRANTY OR THE SALE, CONDITION OR PERFORMANCE OF THE PRODUCTS SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, AND NOT BY A COURT OR JURY.

Any such dispute shall not be combined or consolidated with a dispute involving any other person's or entity's Product or claim, and specifically, without limitation of the foregoing, shall not under any circumstances proceed as part of a class action. The arbitration shall be conducted before a single arbitrator, whose award may not exceed, in form or amount, the relief allowed by the applicable law. The arbitration shall be conducted according to the American Arbitration Association (AAA) Commercial Arbitration Rules applicable to consumer disputes. This arbitration provision is entered pursuant to the Federal Arbitration Act. The laws of the State of Texas, without reference to its choice of laws principles, shall govern the interpretation of the Limited Warranty and all disputes that are subject to this arbitration provision. The arbitrator shall decide all issues of interpretation and application of this arbitration provision and the Limited Warranty.

For any arbitration in which your total damage claims, exclusive of attorney fees and expert witness fees, are \$5,000.00 or less (“Small Claim”), the arbitrator may, if you prevail, award your reasonable attorney fees, expert witness fees and costs as part of any award, but may not grant SAMSUNG its attorney fees, expert witness fees or costs unless it is determined that the claim was brought in bad faith. In a Small Claim case, you shall be required to pay no more than half of the total administrative, facility and arbitrator fees, or \$50.00 of such fees, whichever is less, and SAMSUNG shall pay the remainder of such fees. Administrative, facility and arbitrator fees for arbitrations in which your total damage claims, exclusive of attorney fees and expert witness fees, exceed \$5,000.00 (“Large Claim”) shall be determined according to AAA rules. In a Large Claim case, the arbitrator may grant to the prevailing party, or apportion among the parties, reasonable attorney fees, expert witness fees and costs. Judgment may be entered on the arbitrator’s award in any court of competent jurisdiction.

This arbitration provision also applies to claims against SAMSUNG’s employees, representatives and affiliates if any such claim arises from the Product’s sale, condition or performance.

You may opt out of this dispute resolution procedure by providing notice to SAMSUNG no later than 30 calendar days from the date of the first consumer purchaser’s purchase of the Product. To opt out, you must send notice by e-mail to optout@sta.samsung.com, with the subject line: “Arbitration Opt Out.” You

must include in the opt out e-mail (a) your name and address; (b) the date on which the Product was purchased; (c) the Product model name or model number; and (d) the IMEI or MEID or Serial Number, as applicable, if you have it (the IMEI or MEID or Serial Number can be found (i) on the Product box; (ii) on the Product information screen, which can be found under "Settings;" (iii) on a label on the back of the Product beneath the battery, if the battery is removable; and (iv) on the outside of the Product if the battery is not removable). Alternatively, you may opt out by calling 1-888-987-4357 no later than 30 calendar days from the date of the first consumer purchaser's purchase of the Product and providing the same information. These are the only two forms of notice that will be effective to opt out of this dispute resolution procedure. Opting out of this dispute resolution procedure will not affect the coverage of the Limited Warranty in any way, and you will continue to enjoy the benefits of the Limited Warranty.

Severability

If any portion of this Limited Warranty is held to be illegal or unenforceable, such partial illegality or unenforceability shall not affect the enforceability of the remainder of the Limited Warranty.

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Precautions for Transfer and Disposal

If data stored on this device is deleted or reformatted using the standard methods, the data only appears to be removed on a superficial level, and it may be possible for someone to retrieve and reuse the data by means of special software.

To avoid unintended information leaks and other problems of this sort, it is recommended that the device be returned to Samsung's Customer Care Center for an Extended File System (EFS) Clear which will eliminate all user memory and return all settings to default settings. Please contact the **Samsung Customer Care Center** for details.

Important! Please provide warranty information (proof of purchase) to Samsung's Customer Care Center in order to provide this service at no charge. If the warranty has expired on the device, charges may apply.

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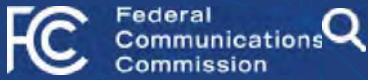
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FCC ID Search

Equipment Authorization Approval Guide

Approval Procedures

Measurement Procedures

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Knowledge Database

The screenshot shows the 'FCC ID Search Form' interface. At the top, there is a title 'FCC ID Search Form' with a magnifying glass icon. Below the title are two buttons: 'Help' and 'Advanced Search'. The main section is labeled 'Grantee Code: (First three or five characters of FCCID)' and contains a text input field.

FCC ID Search

Equipment Authorization System

Testing Laboratory Search

Telecommunications Certification
Body Search

Mutual Recognition Agreements

RF Device

FCC Rules (Title 47)

Product Code: (Remaining characters of FCCID)

search

Advanced Search

To perform an advanced search go to:

<https://apps.fcc.gov/oetcf/eas/reports/GenericSearch.cfm>. The advanced search permits search on a wide range of fields associated with an FCC ID to help find the information on a grant of certification.

FCC ID Search Instructions

- FCC ID numbers consists of two elements, a grantee code and an equipment product code. An FCC ID is assigned to all devices subject to certification.
- The Grantee Code, the first portion of the FCC ID, is either a three or five character alphanumeric string representing the Grantee/Applicant.
 - Grantee codes that begin with an alphabetic character (A-Z) of three characters in length. The second and third characters may be numbers or alphabetic characters.
 - Grantee codes that begin with a number (2-9) are five characters in length. The second through fifth characters may be numbers or alphabetic characters.
 - The Grantee Code does not contain the numbers "one" and/or "zero". The Grantee Code is assigned by the Commission permanently to a company for authorization of all radio frequency equipment.
- The Product Code is the second portion of the FCC ID that begins after the grantee code. The Product Code may include hyphens and/or dashes (-). The Product Code is assigned by the Grantee.
- More examples and some additional explanation is available on the [FCCID help section](#).

Bureau/Office:

Engineering & Technology

Tags:

Devices - Devices, Engineering & Technology - Digital device - Radio frequency (RF) device



Federal Communications Commission
445 12th Street SW, Washington, DC 20554
Phone: 1-888-225-5322
TTY: 1-888-835-5322
ASL Videophone: 1-844-432-2275
Fax: 1-866-418-0232

Contact Us



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16 results were found that match the search criteria:

Grantee Code: **ZNF** Product Code: **L15G**

Displaying records 1 through 16 of 16.

View Form	Display Exhibits	Display Grant	Display Correspondence	Applicant Name	Address	City	State	Country	Zip Code	FCC ID	Application Purpose	Final Action Date	Lower Frequency In MHz	Upper Frequency In MHz
	Detail Summary			LG Electronics USA, Inc.	1000 MobileComm Ave.	Sylvan Cliffs	Englewood NJ	United States	07632	ZNFL15G	Class II Permissive Change	01/28/2015	2402.0	2480.0
	Detail Summary			LG Electronics USA, Inc.	1000 MobileComm Ave.	Sylvan Cliffs	Englewood NJ	United States	07632	ZNFL15G	Class II Permissive Change	01/28/2015	2402.0	2480.0
	Detail Summary			LG Electronics USA, Inc.	1000 MobileComm Ave.	Sylvan Cliffs	Englewood NJ	United States	07632	ZNFL15G	Class II Permissive Change	01/28/2015	2412.0	2462.0
	Detail Summary			LG Electronics USA, Inc.	1000 MobileComm Ave.	Sylvan Cliffs	Englewood NJ	United States	07632	ZNFL15G	Original Equipment	01/07/2015	2402.0	2480.0
	Detail Summary			LG Electronics USA, Inc.	1000 MobileComm Ave.	Sylvan Cliffs	Englewood NJ	United States	07632	ZNFL15G	Original Equipment	01/07/2015	2402.0	2480.0
	Detail Summary			LG Electronics USA, Inc.	1000 MobileComm Ave.	Sylvan Cliffs	Englewood NJ	United States	07632	ZNFL15G	Original Equipment	01/07/2015	2412.0	2462.0
	Detail Summary			LG Electronics USA, Inc.	1000 MobileComm Ave.	Sylvan Cliffs	Englewood NJ	United States	07632	ZNFL15G	Class II Permissive Change	01/28/2015		
	Detail Summary			LG Electronics USA, Inc.	1000 MobileComm Ave.	Sylvan Cliffs	Englewood NJ	United States	07632	ZNFL15G	Original Equipment	01/07/2015	824.2	848.8
	Detail Summary			LG Electronics USA, Inc.	1000 MobileComm Ave.	Sylvan Cliffs	Englewood NJ	United States	07632	ZNFL15G	Original Equipment	01/07/2015	826.4	846.6
	Detail Summary			LG Electronics USA, Inc.	1000 MobileComm Ave.	Sylvan Cliffs	Englewood NJ	United States	07632	ZNFL15G	Original Equipment	01/07/2015	1850.2	1909.8
	Detail Summary			LG Electronics USA, Inc.	1000 MobileComm Ave.	Sylvan Cliffs	Englewood NJ	United States	07632	ZNFL15G	Original Equipment	01/07/2015	1852.4	1907.6
	Detail Summary			LG Electronics USA, Inc.	1000 MobileComm Ave.	Sylvan Cliffs	Englewood NJ	United States	07632	ZNFL15G	Class II Permissive Change	01/28/2015	824.2	848.8
	Detail Summary			LG Electronics USA, Inc.	1000 MobileComm Ave.	Sylvan Cliffs	Englewood NJ	United States	07632	ZNFL15G	Class II Permissive Change	01/28/2015	826.4	846.6
	Detail Summary			LG Electronics USA, Inc.	1000 MobileComm Ave.	Sylvan Cliffs	Englewood NJ	United States	07632	ZNFL15G	Class II Permissive Change	01/28/2015	1850.2	1909.8
	Detail Summary			LG Electronics USA, Inc.	1000 MobileComm Ave.	Sylvan Cliffs	Englewood NJ	United States	07632	ZNFL15G	Class II Permissive Change	01/28/2015	1852.4	1907.6
	Detail Summary			LG Electronics USA, Inc.	1000 MobileComm Ave.	Sylvan Cliffs	Englewood NJ	United States	07632	ZNFL15G	Original Equipment	01/07/2015		

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Please use the Submit Inquiry link at www.fcc.gov/labhelp to send any comments or suggestions for this site

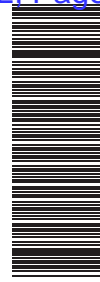
445 12th Street, SW
Washington, DC 20554
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ENGLISH



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User Guide

LG SUNRISE™

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LG SUNRISE™

Guía del usuario



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User Guide

- Screen displays and illustrations may differ from those you see on actual phone.
- Some of the contents of this guide may not apply to your phone, depending on the software and your service provider. All information in this document is subject to change without notice.
- This handset is not suitable for people who have a visual impairment due to the touch screen keyboard.
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Important notice



Please read this before you start using your phone!

Please check to see whether any problems you encountered with your phone are described in this section before taking the phone in for service or calling a service representative.

1. Phone memory

When there is less than 10MB of space available in your phone memory, your phone cannot receive new messages. You need to check your phone memory and delete some data, such as applications or messages, to make more memory available.

To uninstall applications:

- 1 From the Home screen, tap  > **Apps** tab (if necessary) > **Settings**  > **Apps**.
- 2 Once all applications appear, scroll to and select the application you want to uninstall.
- 3 Tap **Uninstall**, then tap **OK** to confirm.

2. Optimizing battery life



Extend your battery's life between charges by turning off features that you don't need to have running constantly in the background. You can monitor how applications and system resources consume battery power.

Important notice

Extending your phone's battery life:



- Turn off radio communications when you're not using. If you are not using Wi-Fi, Bluetooth or Location, turn them off.
- Reduce screen brightness and set a shorter screen timeout.
- Turn off automatic syncing for Gmail, Calendar, Contacts and other applications.
- Some applications you have downloaded may reduce battery power.

To check the battery power level:

- From the Home screen, tap  > **Apps** tab (if necessary) > **Settings**  > **About phone** > **Battery**.

The battery status (charging or discharging) and battery level (percentage charged) is displayed.

To monitor and control how battery power is being used:

- From the Home screen, tap  > **Apps** tab (if necessary) > **Settings**  > **About phone** > **Battery** > **Battery use**.

Battery usage time is displayed on the screen. It tells you how long it has been since you last connected your phone to a power source or, if currently connected, how long the phone was last running on battery power. The screen shows the applications or services using battery power, listed in order from the greatest to smallest amount used.

3. Before installing an open source application and operating system (OS)



WARNING

If you install and use an OS other than the one provided by the manufacturer it may cause your phone to malfunction. In addition, your phone will no longer be covered by the warranty.

WARNING

To protect your phone and personal data, only download applications from trusted sources, such as Play Store. If there are improperly installed applications on your phone, the phone may not work normally or a serious error may occur. You must uninstall those applications and all associated data and settings from the phone.

4. Using a screen lock

Set a screen lock to secure your phone and prevent unauthorized use. From the Home screen, tap  > **Apps** tab (if necessary) > **Settings**  > **Lock screen** > **Select screen lock** > **Knock Code, Pattern, PIN, or Password**. Some options will prompt you to create a Backup PIN as a safety measure in case you forget your screen lock.

Caution: Create a Google account before setting a screen lock and remember the Backup PIN you created when creating your screen lock.

Important notice

WARNING

Precautions to take when using a screen lock.

It is very important to remember the screen lock you set. You will not be able to access your phone if you use an incorrect screen lock 5 times. If you have used all 5 opportunities, you can try again after 30 seconds.

5. Using Hard Reset (Factory Reset)

If your phone needs to be restored to its original condition, use a Hard Reset to initialize your phone.

WARNING

If you perform a Hard Reset, all user applications and user data will be deleted. Please remember to back up any important data before performing a Hard Reset.



- 1 Turn the phone off.
- 2 Press and hold the **Power/Lock Key** + **Volume Down Key** at the same time.
- 3 Release only the **Power/Lock Key** when the LG logo is displayed, then immediately press and hold it again.
- 4 Release all of the keys when the Factory data reset screen is displayed.
- 5 Press the **Volume Down Key** to scroll to **Yes**, then press the **Power/Lock Key** to confirm.

- 6 Press the **Volume Down Key** to scroll to **Yes** once again, then press the **Power/Lock Key** to confirm.
- 7 Your phone performs a factory reset.

6. Opening and switching applications

Multi-tasking is easy with Android because you can keep more than one application running at the same time. There is no need to quit an application before opening another one. Use and switch between several open applications. Android manages each application, stopping and starting them as needed to ensure that idle applications don't consume resources unnecessarily.

To stop applications:

- 1 From the Home screen, tap  > **Apps** tab (if necessary) > **Settings**  > **Apps** > **RUNNING** tab.
- 2 Tap the desired application and tap **Stop** to stop it.

7. Transferring music, photos and videos using Media device (MTP)

- 1 Connect the phone to your PC using the USB cable provided with your phone.
- 2 Drag the Status Bar down and tap the current USB connection.
- 3 Tap the **Media device (MTP)** option.
- 4 Select the **Open device to view files** option on your PC. You can then view media contents on your PC and transfer the files.
- 5 Copy the files from your PC to the drive folder or vice versa.

Important notice

- 6 Drag the Status Bar down and tap **Media device (MTP) > Charge phone**.
- 7 Disconnect the USB cable from your phone.

8. Hold your phone upright

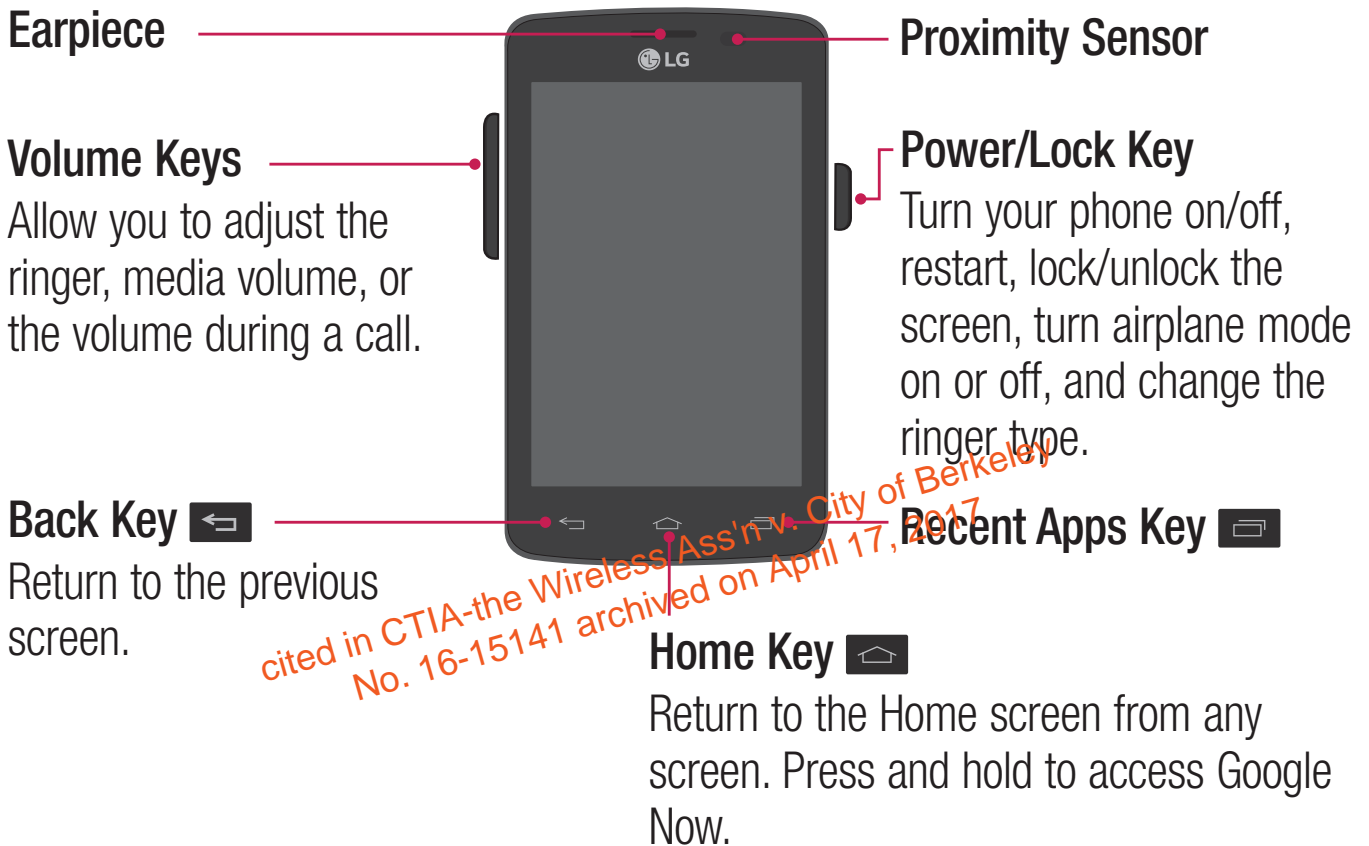
Hold your cell phone vertically, as you would a regular phone. Your phone has an internal antenna. Be careful not to scratch or damage the back of the phone, as this may affect performance.

When making/receiving calls or sending/receiving data, avoid holding the lower part of the phone where the antenna is located. Doing so may affect call quality.

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Getting to know your phone

Phone overview



WARNING

Placing a heavy object on the phone or sitting on it can damage the LCD and touchscreen functions. Covering the proximity sensor with a protective film could cause the sensor to malfunction.

Getting to know your phone

Volume Keys

- **On the Home screen:** Control ringer volume.
- **During a call:** Control your earpiece volume.
- **When playing audio/video:** Control volume continuously.



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Getting to know your phone

Installing the battery

Before you can start using your new phone, you'll need to do a little setup, such as installing and charging the battery.

- 1 To remove the back cover, hold the phone firmly in one hand. With your other hand, place your thumbnail in the Charger/USB Port at the bottom of the phone as shown in the illustration below.

NOTE: Make sure to turn the phone off before removing the battery.



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- 2 Insert the battery into the battery compartment on the back on the phone. Make sure the connectors align **1** and press down until it clicks into place **2**.



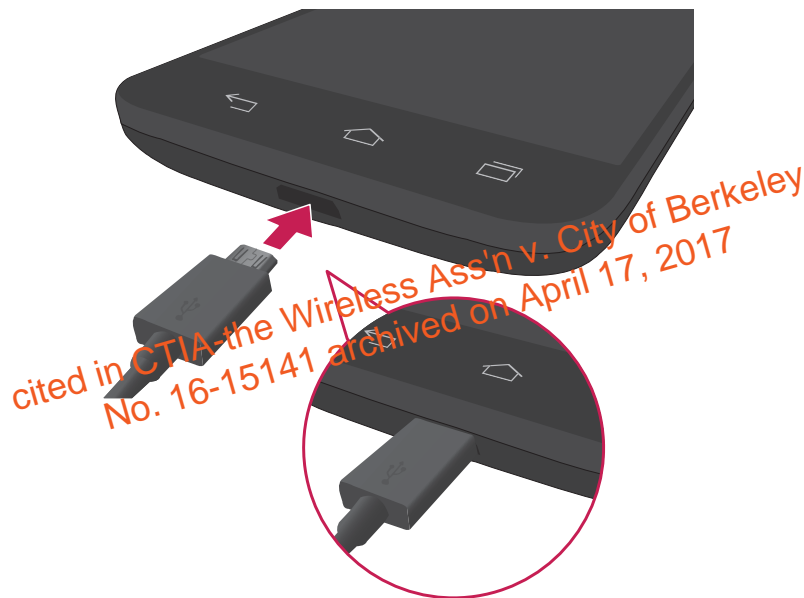
- 3 Align the back cover over the battery compartment **1** and press down along the outer edges of back cover **2**.



Getting to know your phone

Charging the phone

Your phone comes with a USB cable and a charging adapter. Fully charge the battery before using your phone for the first time to improve your battery lifetime. The USB/Charging Port is at the bottom of the phone. Insert one end of the USB cable into the port and plug the charging adapter into an electrical outlet.



WARNING

To avoid damage to your phone's USB/Charging Port and USB cable plug, orient the plug with the port before inserting it.

NOTE:

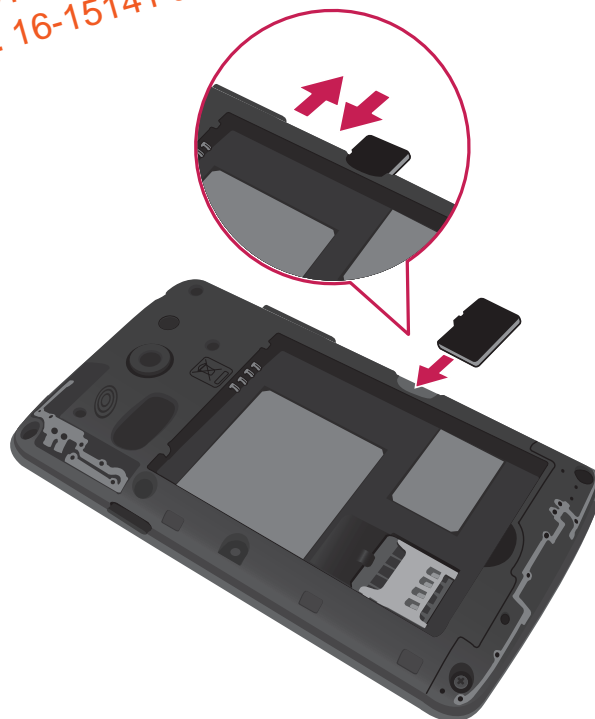
- Do not remove the back cover while your phone is charging.
- Only use an approved USB cable and charging adapter to charge your LG phone. Improper handling of the USB/Charging Port, as well as the use of an incompatible charger, may cause damage to your phone and void the warranty.

Using the memory card

Make sure to unmount the SD card in the Storage menu before removing it.

- 1 Remove the back cover.
- 2 Insert the memory card into the slot. Make sure the gold contact area is facing downwards.

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Getting to know your phone

Locking and unlocking the screen

If you do not use the phone for a while, the screen will be automatically turned off and locked. This helps to prevent accidental taps and saves battery power.

When you are not using your phone, press the **Power/Lock Key**  to lock your phone.

If there are any programs running when you lock your screen, they may be still running in Lock mode. It is recommended that you exit all programs before entering Lock mode to avoid unnecessary charges (e.g. phone calls, web access and data communications).

To wake up your phone, press the **Power/Lock Key** . The Lock screen will appear. Touch and slide the Lock screen in any direction to unlock the screen. The last screen you viewed will open.

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Your Home screen

Touch screen tips

Here are some tips on how to navigate on your phone.

Touch or tap – A single finger tap selects items, links, shortcuts and letters on the on-screen keyboard.

Touch and hold – Touch and hold an item on the screen by touching it and not lifting your finger until an action occurs. For example, to open a contact's available options, touch and hold the contact in the Contacts list until the context menu opens.

Drag – Touch and hold an item for a moment and then, without lifting your finger, move your finger on the screen until you reach the target position. You can drag items on the Home screen to reposition them.

Swipe or slide – To swipe or slide, quickly move your finger across the surface of the screen, without pausing when you first touch it (so you don't drag an item instead). For example, you can slide the screen up or down to scroll through a list or browse through the different Home screens by swiping from left to right (and vice versa).

Double-tap – Double-tap to zoom on a webpage or a map. For example, quickly double-tap a section of a webpage to adjust that section to fit the width of the screen. You can also double-tap to zoom in and out when viewing a picture and when using maps.

Pinch-to-Zoom – Use your index finger and thumb in a pinching or spreading motion to zoom in or out when using the browser, maps or when viewing pictures.

Rotate the screen – From many applications and menus, the orientation of the screen adjusts to the device's physical orientation.

Your Home screen

NOTE:

- To select an item, tap the center of the icon.
- Do not press too hard; the touch screen is sensitive enough to pick up a light, yet firm tap.
- Use the tip of your finger to tap the option you want. Be careful not to tap any other keys.

Home screen

Simply swipe your finger to the left or right to view the Home screen panels. You can customize each panel with pre-loaded and downloaded apps, widgets, and wallpapers.

The Quick Keys are available at the bottom of the Home screen. Quick Keys provide easy and one-tap access to the functions you use the most.



Tap the **Phone** icon to bring up the dialpad to make a call.



Tap the **Contacts** icon to open your contacts.



Tap the **Messaging** icon to access the Messaging application, where you can view and create text and multimedia messages.



Tap the **Apps** icon to view all of your installed applications. To open any application, simply tap the icon in the applications list.

NOTE: To add an icon, drag it to the Quick Keys bar and release it. To remove an icon, drag it out of the Quick Keys bar.

Customizing the Home screen

You can customize your Home screen by adding apps, downloads, widgets or wallpapers. For more convenience using your phone, add your favorite apps and widgets to the Home screen.

To add items on your Home screen:

- 1 Touch and hold the empty part of the Home screen.
- 2 Tap the desired tab. Choose from **Apps** or **Widgets**.
- 3 Drag the desired app icon to the preferred location and lift your finger.

To remove an item from the Home screen:

- Touch and hold the icon you want to remove, then drag it to  and release it.

TIP! To add an application icon to the Home screen from the Apps screen, touch and hold the application you want to add and drag it to the desired location.

TIP! Using folders

You can combine several app icons in a folder to help keep you organized. Drop one app icon over another one on a Home screen and a folder will be created with both icons in it.

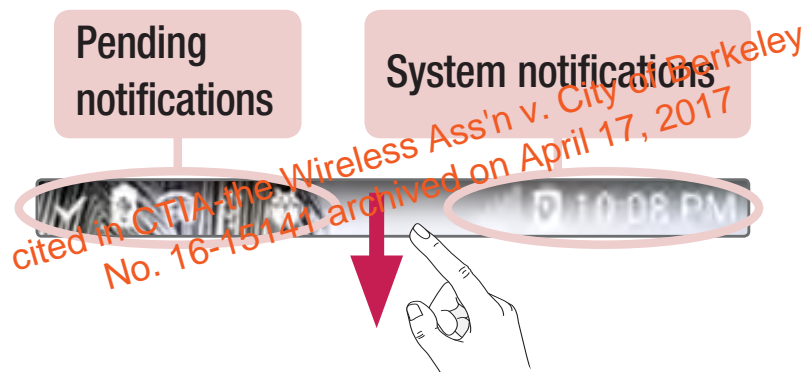
Your Home screen

Notifications

Notifications alert you to the arrival of new messages, calendar events, and alarms, as well as to ongoing events, such as video downloads.

From the Notifications Panel, you can view your phone's current status and pending notifications.

When a notification arrives, its icon appears at the top of the screen. Icons for pending notifications appear on the left and system icons, such as Wi-Fi or battery strength, on the right.





Accessing notifications

Swipe the Status Bar downwards to open the Notifications Panel. To close the Notifications Panel, swipe the panel upwards or tap the **Back Key** .

Quick Settings

Use the Quick Settings to easily toggle function settings like Wi-Fi, manage display brightness and more. To access the Quick Settings, open the Notifications Panel. The Quick Settings bar is located at the top of the Notifications Panel.

To rearrange Quick Setting items on the Notification Panel

Swipe the Quick Settings bar to the left and tap **Edit** . Touch and hold  next to the items you want to move and drag it to the desired location. Tap the checkbox next to each item to add and remove them from the Quick Settings bar.

NOTE: Touch and hold an icon on the Quick Settings bar to directly access its settings menu.



Your Home screen





Notification icons on the Status Bar

Notification icons appear on the Status Bar at the top of the screen to report missed calls, new messages, calendar events, device status and more.



The icons listed in the table below are some of the most common ones.

Icon	Description	Icon	Description
	No signal		Battery fully charged
	Airplane mode		Battery is charging
	Connected to a Wi-Fi network		Downloading data
	Wired headset (with mic) connected		Uploading data
	Wired headset (with no mic) connected		Call in progress
	Acquiring GPS		Data is syncing
	Missed call		New Gmail message

Icon	Description	Icon	Description
	Bluetooth is on		System warning
	New Hangouts message		Alarm is set
	New voicemail		New text or multimedia message
	Ringer is silenced		Song is playing
	Battery saver is on		Phone is connected to PC via USB cable








NOTE: The icon locations in the Status Bar may differ depending on the functions, features, and apps being used.

Your Home screen

Entering text

You can enter text using the on-screen keyboard. The on-screen keyboard appears automatically on the screen when you need to enter text. To manually display the keyboard, simply tap a text field where you want to enter text.

Using the keyboard and entering text

-  Tap once to capitalize the next letter you type. Double-tap for all caps (the arrow turns blue).
-   Tap to switch to the numbers and symbols keyboard.
-  Tap to access the LG Keyboard settings. Touch and hold to access voice input mode.
-  Tap to enter a space.
-  Tap to create a new line in the text field.
-  Tap to delete the previous character.

Entering special characters




The LG Keyboard allows you to enter special characters (e.g. “á”) when entering text.

For example, to enter “á”, touch and hold the “a” key. When the pop-up with its additional characters is displayed, slide your finger over the “á”, then lift your finger to enter it.

Google account setup

The first time you open a Google app on your phone, you'll be required to sign in with your existing Google Account. If you don't have a Google Account, you'll be prompted to create one.

Creating your Google Account

- 1 From the Home screen, tap  > **Apps** tab (if necessary) > **Settings** .
- 2 Tap **Accounts & sync** > **Add account** > **Google** > **New** to start the Google Account set up wizard.
- 3 Tap a text field to open the keyboard and enter your name and username for your Google Account. When entering text, you can move to the next text field by tapping **Next** on the keyboard.
- 4 When you have finished entering your name and username, tap the **Next** icon . Your phone then communicates with Google servers and checks for username availability.
- 5 Enter and re-enter your password. Then follow the instructions and enter the required and optional information about the account. Wait while the server creates your account.

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Google account setup

Signing in to your Google Account

- 1 From the Home screen, tap  > **Apps** tab (if necessary) > **Settings**  > **Accounts & sync** > **Add account** > **Google** > **Existing**.
- 2 Enter your email address and password, then tap the **Next** icon .
- 3 Once you've set up your Google Account on your phone, it'll automatically be synchronized with your Google Account on the web (depending on your synchronization settings).

After signing in, you can use Gmail and Play Store; back up your settings to Google servers; and take advantage of other Google services on your phone.

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Connecting to Networks and Devices

Wi-Fi

With Wi-Fi, you can use high-speed Internet access within the coverage of the wireless access point (AP). Enjoy wireless Internet using Wi-Fi, without extra charges.




Connecting to Wi-Fi networks

To use Wi-Fi on your phone, you need to access a wireless access point or 'hotspot'. Some access points are open and you can simply connect to them. Others are hidden or use security features and you must configure your phone to be able to connect to them.

Turn off Wi-Fi when you're not using it to extend the life of your battery.

NOTE: If you are out of the Wi-Fi zone or have set Wi-Fi to off, additional charges may be applied by your mobile service provider for mobile data use.

Turning Wi-Fi on and connecting to a Wi-Fi network

- 1 From the Home screen, tap  > **Apps** tab (if necessary) > **Settings**  > **Wi-Fi**.
- 2 Tap the switch  to turn Wi-Fi on and start scanning for available Wi-Fi networks.
 - Secured networks are indicated by a lock icon.
- 3 Tap a network to connect to it.
 - If the network is secured, you are prompted to enter a password or other credentials. (Ask your network administrator for details)

Connecting to Networks and Devices

4 The Status Bar displays icons that indicate your Wi-Fi status.

Bluetooth

Bluetooth allows you to share data with other Bluetooth-enabled devices and connect to Bluetooth headsets.


NOTE:

- LG is not responsible for the loss, interception or misuse of data sent or received via the Bluetooth wireless feature.
- Always ensure that you share and receive data with devices that are trusted and properly secured. If there are obstacles between the devices, the operating distance may be reduced.
- Some devices, especially those that are not tested or approved by Bluetooth SIG, may be incompatible with your device.

Turning on Bluetooth and pairing up your phone with a Bluetooth device

You must pair your phone with another device before you connect to it.

- 1 From the Home screen, tap  > **Apps** tab (if necessary) > **Settings**  > **Bluetooth**.
- 2 Tap the switch  to turn Bluetooth on.
- 3 Tap the check box next to your phone's name to make your phone visible to other Bluetooth devices.

NOTE: To select the length of time that your device will be visible, tap the **Menu** icon  > **Visibility timeout**.

- 4 A list of available devices will be displayed. Choose the device you want to pair with from the list.
- 5 Depending on the type of device, you may have to enter matching codes, confirm matching codes, or the devices will automaticall pair.

Once the paring is successful, your device will connect to the other device.

NOTE: Some devices, especially headsets or hands-free car kits, may have a fixed Bluetooth PIN, such as 0000. If the other device has a PIN, you will be asked to enter it.

Send data using the Bluetooth wireless feature

- 1 Select a file or item, such as a contact, calendar event or media file, from an appropriate application or from the **Downloads**  app.
- 2 Select the option for sending data via Bluetooth.

NOTE: The method for selecting an option may vary by data type.

- 3 Search for and pair with a Bluetooth-enabled device (if necessary).

Receive data using the Bluetooth wireless feature

- 1 Pair both devices and send a file from the other device to yours.
- 2 Tap **Accept** to confirm that you are willing to receive data from the device.

Connecting to Networks and Devices

Connecting to Virtual Private Networks

Virtual private networks (VPNs) allows you to connect to resources inside a secure local network, from outside that network.

To add a VPN

- 1 From the Home screen, tap  > **Apps** tab (if necessary) > **Settings**  > **More...** > **VPN**.

NOTE: You must configure a screen lock to use VPN.

- 2 Tap **Add VPN network**.
- 3 Tap the type of VPN you want to add.
- 4 In the screen that opens, follow the instructions from your network administrator to configure each component of the VPN settings.
- 5 Tap **Save**. The VPN will be added to the list on the VPN settings screen.

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PC connections with a USB cable

Learn to connect your device to a PC with a USB cable using the different USB connection modes.

Transferring music, photos and videos using Media device (MTP)

- 1 Connect your phone to a PC using the USB cable provided with your phone.
- 2 Drag the Status Bar down and tap the current USB connection.
- 3 Tap the **Media device (MTP)** option.

Synchronize with Windows Media Player

Ensure that Windows Media Player is installed on your PC.

- 1 Use the USB cable to connect the phone to a PC on which Windows Media Player has been installed.
 - 2 Select the **Media device (MTP)** option. When connected, a pop-up window will appear on the PC.
 - 3 Open Windows Media Player to synchronize music files.
 - 4 Edit or enter your device's name in the pop-up window (if necessary).
 - 5 Select and drag the music files you want to the sync list.
 - 6 Start synchronization.
- The following requirements must be satisfied to synchronize with Windows Media Player.

Connecting to Networks and Devices





Items	Requirement
OS	Microsoft Windows XP SP2, Vista or higher
Window Media Player version	Windows Media Player 10 or higher


- If the Windows Media Player version is lower than 10, install version 10 or higher.

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Calls

Making a call



- 1 From the Home screen, tap  to open the dial pad.
- 2 Enter the number using the dial pad. To delete a digit, tap .
- 3 Tap  to make a call.
- 4 To end a call, tap .

TIP! To enter “+” to make international calls, touch and hold .

Calling your contacts

- 1 From the Home screen, tap  to open your contact list.
- 2 Scroll through the contact list or tap the **Search contacts** box and enter the contacts name. You can also scroll the alphabet bar along the right side of the screen.
- 3 In the list, tap  next to the desired contact to make the call.

Answering and rejecting a call

- Swipe  in any direction to answer the incoming call.
- Swipe  in any direction to decline an incoming call.

TIP! Decline with message

You can send a message quickly using this function. This is useful if you need to reject a call during a meeting.

Calls

Adjusting the in-call volume

To adjust the in-call volume during a call, use the Volume Up and Volume Down Keys on the left side of the phone.

Making a second call

- 1 During your first call, tap **Menu** icon , touch **Add call** and dial the number. You can also go to the recently dialed numbers list by tapping **Call logs** or search contacts by tapping **Contacts** and selecting the contact you want to call.
- 2 Tap  to make the call.
- 3 Your initial call is placed on hold.
- 4 Tap  if you want to start a conference call.
- 5 To end active calls, tap .

NOTE: You are charged for each call you make.


TIP! Tap **Manage members** to end or separate individual calls from the conference call.

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Viewing your call logs



From the Home screen, tap  and choose the **Call logs** tab. A complete list of all dialed, received and missed calls is displayed.

TIP!

- Tap any call log entry to view the date, time and duration of the call.
- Tap the **Menu** icon , then tap **Delete all** to delete all the recorded items or tap **Delete** to delete individual items.

Call settings

You can configure phone call settings such as call forwarding, as well as other special features offered by your provider.


- 1 From the Home screen, tap .
- 2 Tap the **Menu** icon .
- 3 Tap **Call settings** and choose the options that you wish to adjust.

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No. 16-15141 received on April 17, 2017*





Contacts

Add contacts to your phone and synchronize them with the contacts in your Google account or other accounts that support contact syncing.

Searching for a contact

- 1 From the Home screen, tap  to open your contact list.
- 2 Tap the **Search contacts** box and enter the contacts name. You can also scroll the alphabet bar along the right side of the screen.

Adding a new contact


- 1 From the Home screen, tap  and enter the new contact's number.
- 2 Tap the **Menu** icon  > **Add to Contacts** > **New contact**.
- 3 If you want to add a picture to the new contact, tap . Choose from **Take photo** or **Select from Gallery**.
- 4 Tap  at the top of the screen and select the account you want to save the contact to.
- 5 Tap a category of contact information and enter the details about your contact.
- 6 Tap **Save**.

Not cited in City of Berkeley Ass'n v. City of Berkeley, No. 16-15141, archived on April 17, 2017.


Favorite contacts

You can classify frequently called contacts as favorites.



Adding a contact to your favorites

- 1 From the Home screen, tap  to open your contact list.
- 2 Tap a contact to view its details.
- 3 Tap the star at the top right corner of the screen. The star will turn yellow.

Removing a contact from your favorites list

- 1 From the Home screen, tap  to open your contact list.
- 2 Tap the **Favorites** tab and choose a contact to view its details.
- 3 Tap the yellow color star at the top right corner of the screen. The star turns gray and the contact is removed from your favorites.

Creating a group



- 1 From the Home screen, tap  to open your contact list.
- 2 Tap the **Groups** tab, then tap the **Menu** icon  > **New group**.
- 3 Enter a name for the new group. You can also set a ringtone for the newly created group.
- 4 Tap **Add members** to add contacts to the group.
- 5 Tap **Save** to save the group.

NOTE: If you delete a group, the contacts assigned to that group will not be lost. They will remain in your contacts.

Messaging


Your phone combines text and multimedia messages into one intuitive, easy-to-use menu.

Sending a message

- 1 Tap  on the Home screen and tap  to compose a new message.
- 2 Enter a contact name or contact number in the **To** field. As you enter the contact name, matching contacts will appear. You can tap a suggested recipient. You can add more than one contact.

NOTE: You will be charged for each text message you send to every person.

- 3 Tap the text field and begin composing your message.
- 4 Tap the **Menu** icon  to access the messaging options.

TIP! You can tap the  icon to attach a file you want to share.

- 5 Tap **Send** to send your message.

WARNING

- The 160-character limit may vary from country to country, depending on the language and how the text message is coded.
- If an image, video or audio file is added to an text message, it is automatically converted into a multimedia message and you are charged accordingly.

View mode for the Messaging app

Unread messages are located at the top. Other messages exchanged with another party are displayed in threads and in chronological order so that you can conveniently see an overview of your conversation.

Changing your message settings

Your phone message settings are pre-defined, so you can send messages immediately. You can change the settings according to your preferences.

- Open the **Messaging** app and tap the **Menu** icon  > **Settings**.

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Email

You can use the Email application to read emails from services like Gmail. The Email application supports the following account types: POP3, IMAP and Exchange. Your service provider or system administrator can provide you with the account settings you need.

Managing an email account

The first time you open the Email application, a setup wizard opens to help you to set up an email account.

After the initial setup, the Email application displays the contents of your inbox. If you have added more than one account, you can switch among accounts.

To add another email account:

- Open the **Email** application and tap the **Menu** icon  > **Settings** > **Add account**.

To change an email account's settings:

- Open the **Email** application and tap the **Menu** icon  > **Settings**. Then tap **General settings** to configure settings for all accounts or tap an individual account to configure settings only for that particular account.

To delete an email account:

- Open the **Email** application and tap the **Menu** icon  > **Settings** > **Menu** icon  > **Remove account** > tap an account > **Remove** > **Yes**.

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Working with account folders

Open the **Email** application and tap the **Menu** icon  > **Folders**.

Each account has an Inbox, Outbox, Sent and Drafts folder. Depending on the features supported by your account's service provider, you may have additional folders.

Composing and sending email

To compose and send a message



- 1 While in the **Email** application, tap .
- 2 Enter an address for the message's intended recipient. As you enter text, matching addresses will be proposed from your Contacts. Separate multiple addresses using semicolons.
- 3 Tap the **Cc/Bcc** field to copy recipients. Tap  to attach files, if needed.
- 4 Tap the message field and enter your message.
- 5 Tap  to send the email.

If you aren't connected to a network, for example, if you're working in airplane mode, the messages that you send will be stored in your Outbox folder until you connect to a network again.

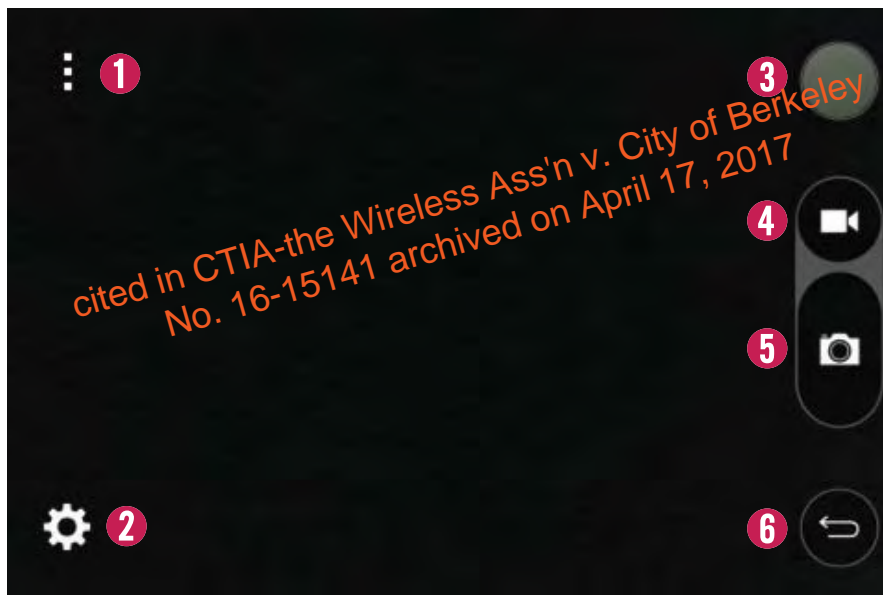
Camera and Video

To open the Camera app, tap  from the Home screen, then tap **Camera** .

TIP! You can quickly access the Camera app without unlocking your phone first.

- While the screen is off, press and hold the **Volume Down Key**  or **Volume Up Key**  on the left side of the phone.

Getting to know the viewfinder





- 1 Menu** – Tap to display camera options on the viewfinder screen.
- 2 Settings** – Tap this icon to open the settings menu.
- 3 Gallery** – Tap to view the last photo or video you captured. This enables you to access your Gallery and view saved photos and videos while in camera mode.
- 4 Record** – Tap to start recording a video.

- 5 **Capture** – Tap to capture a photo.
- 6 **Back Key** – Tap to exit the camera.

NOTE: The memory capacity may differ depending on how you configure your camera settings.

Using the advanced settings

In the viewfinder, tap  to open the advanced options. You can change the camera settings by scrolling through the list. After selecting the option, tap the **Back Key** .

	<p>This option sets the image and video size (resolution). Choose from 3M(2048x1536), W2M(2048x1350), 2M(1536x1536) and 1M(1280x960) for pictures. For videos, the option is WVGA(800x480).</p>
	<p>This option enables you to take a picture using a voice command. Choose On or Off. If set to On, say Cheese, Smile, Whiskey, Kimchi, or LG to take a photo.</p>
	<p>This option sets a delay after the Capture/Record button is tapped. This is ideal if you want to be in the photo or video. Choose from Off, 3 sec, and 10 sec.</p>
	<p>This option displays grid lines so that you can easily take pictures and record videos.</p>

Camera and Video




This option sets the location where you want to save your images and videos.

Choose **SD card** or **Internal storage**. This menu is displayed only when the microSD card is inserted.



This option provides a quick help guide.

Taking a photo

- 1 Open the **Camera** app.
- 2 Point the lens toward the subject you want to photograph.
- 3 Tap the **Capture** button  to take the photo.

Once you've taken a photo






- 1 Tap the image preview next to the Record button to view the last photo you captured.
- 2 Tap **Gallery**, then tap **OK**.

TIP! To make one of the available apps the default viewing app, make sure that the **Use as default app option** is selected.

NOTE: You can also choose the Photos app to view and edit your photo.

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The following icons appear at the top of the Gallery screen:

	Tap to edit the photo (such as cropping, rotating, tuning, adding effects, and more).
	Tap to take another photo immediately.
	Tap to send your photo to others or share it via social network services.
	Tap to delete the photo.
	Tap to set the picture to your Favorites folder.

Tap the **Menu** icon  to open the following advanced options.

Set image as – Tap to use the photo as a **Contact photo**, **Home screen wallpaper**, **Lock screen wallpaper**, or **Wallpaper**.

Move – Tap to move the photo or video to another album.

Copy – Tap to copy the selected photo or video and save it to another album.

Slideshow – Tap to display a slideshow using all of your photos.

Rotate left/right – Tap to rotate the picture to the left or right.

Crop – Tap to crop your photo.

Add location – Tap to add location information to your photo.

Rename – Tap to change the name of the selected photo or video.

Print – Tap to print the photo.

Details – Tap to display information about the photo or video.



Camera and Video

Viewing your saved photos and videos



You can access your saved photos and videos when in camera mode. Just tap the image preview next to the Record button.

- 1 Choose the app to use to view and/or edit your photos.
- 2 Tap **Gallery** or **Photos**, then tap **OK**.
 - To view more photos, scroll left or right.
 - To zoom in or out, double-tap the screen or place two fingers and spread them apart (move your fingers closer together to zoom out).

Recording a video

- 1 Open the **Camera** app.
- 2 The video camera viewfinder appears on the screen.
- 3 Point the lens toward the subject you want to capture in your video.
- 4 Tap the **Record** button  once to start recording.
- 5 A timer showing the length of the video is displayed.
- 6 Tap the **Stop** button  to stop recording.

NOTE:




- Tap  to capture a screen shot while you record.
- Tap  to pause while recording a video.
- While recording a video, place two fingers on the screen and pinch to use the Zoom function.

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After recording a video

Tap the image preview next to the Record button to view the last video you recorded.

The following icons appear at the top of the Gallery screen:

	Tap to record another video immediately.
	Tap to send your video to others or share it via social network services.
	Tap to delete the video.

Watching your saved videos

- 1 In the viewfinder, tap the image preview next to the Record button.
- 2 Your Gallery will appear on the screen.
- 3 Tap  to play the video.

Adjusting the volume when viewing a video

To adjust the volume of a video while it is playing, use the Volume Keys on the left side of the phone.

Unique LG Features

Guest Mode

To protect your privacy or limit some applications to your children, you can use the Guest mode. When you lend your phone to others, you can limit the applications to be displayed.

- 1 From the Home screen, tap  > **Apps** tab (if necessary) > **Settings**  > **Guest mode**.
- 2 Tap **Lock screen type** to set the pattern used to enter Guest mode.
- 3 Tap **Allowed app** to select the apps you want to allow others to view under Guest mode.
- 4 Tap **Wallpaper** to change the wallpaper for the Guest mode Home screen.
- 5 Tap the switch  to enable Guest mode.

NOTE: If you have not set a lock code, you will be prompted to create one.

Knock Code

The Knock Code feature allows you to instantly access your Home screen by tapping a customized pattern anywhere on the screen.

To activate the Knock Code feature

- 1 From the Home screen, tap  > **Apps** tab (if necessary) > **Settings**  > **Lock screen** > **Select screen lock** > **Knock Code**.

- 2 A screen that guides you through setting up a Knock Code will be displayed. You have to create a Backup PIN as a safety measure in case you forget your Knock Code.

KnockON

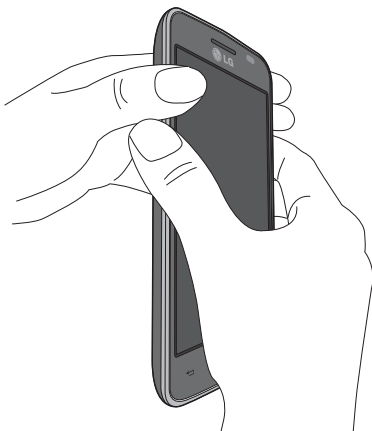
The KnockON feature allows you to turn the screen on and off by simply double tapping on it.

Using KnockON

- When the screen is off, double-tap the center of it quickly to unlock it.
- To lock the screen, double-tap the Status Bar in any screen (except on the camera viewfinder) or an empty area on the Home screen.

QuickMemo+

The QuickMemo+ feature allows you to capture screen shots and use them to create memos. You can use QuickMemo+ to easily create memos during a call, with a saved picture or on the current phone screen.



- 1 Access the **QuickMemo+** feature by pressing both Volume Keys for one second on the screen you want to capture.

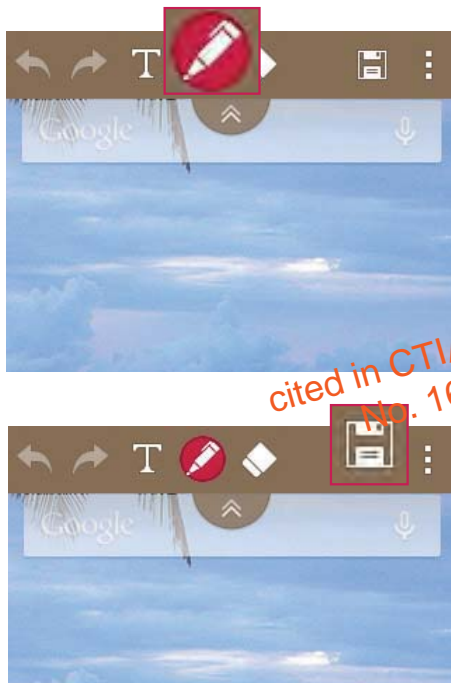
Unique LG Features

OR




OR

Drag the Status Bar down and tap  on the Quick Settings Bar.



2 Create a memo using the toolbar options.








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3 Tap  in the toolbar to save the memo to the QuickMemo+ app or your Gallery.

NOTE: Please use a fingertip while using the QuickMemo+ function. Do not use your fingernail.

Using the QuickMemo+ options

The QuickMemo+ toolbar options allow you to easily create memos. Tap the toolbar tab  to access and hide the QuickMemo+ toolbar icons.

	Tap to undo the most recent action.
	Tap to redo the most recently deleted action.
	Tap to type text in your memo.
	Tap to select the pen type and color. You can also select its thickness and transparency.
	Tap to use the eraser to erase pen marks from the memo.
	Tap to save the memo you've created to your Gallery or to the QuickMemo+ app.
	Tap to access additional options.

QuickMemo+ Menu Options

From the QuickMemo+ screen, tap the **Menu** icon  to access the following options.

- Tap **Insert** to insert files stored in your phone/memory card into the memo.
- Tap **Move** to move the current memo into another folder.
- Tap **Delete** to delete the current memo.
- Tap **Export** to export the current memo to internal storage or the SD card.
- Tap **Share** to share the memo with others.

Unique LG Features





- Tap **Paper style** to set the paper background for your memo.

To exit the QuickMemo+ feature

Tap the **Back Key**  to exit the QuickMemo+ feature.

Viewing saved memos

Memos are saved in the **Gallery** app or **QuickMemo+** app.

- From the Home screen, tap  > the **Apps** tab (if necessary) > **Gallery** , then tap the **QuickMemo+** album.
- From the Home screen, tap  > the **Apps** tab (if necessary) > **QuickMemo+** , then tap the your memo.

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Multimedia

Gallery

You can store multimedia files in the internal and external memory for easy access to all your multimedia files. Use this application to view multimedia files like pictures and videos.

- From the Home screen, tap  > **Apps** tab (if necessary) > **Gallery** .

NOTE:

- Some file formats are not supported, depending on the software installed on the device.
- Some files may not play properly, depending on how they are encoded.

Viewing pictures

Open the Gallery to display your available albums. When some applications save a picture, a folder might be automatically created to contain the picture. For example, capturing a screenshot automatically creates the Screenshots folder. Pictures are displayed by creation date in a folder. Select a picture to view it full screen. Scroll left or right to view the next or previous image.

Zooming in and out

Use one of the following methods to zoom in on an image:

- Double-tap anywhere to zoom in.
- Spread two fingers apart on any place to zoom in. Pinch to zoom out, or double-tap to return.

Multimedia

Playing videos

Video files show the  icon in the preview. Select a video to watch it and tap .

NOTE:

- Some file formats are not supported, depending on the device software.
- If the file size exceeds the available memory, an error can occur when you open files.

Editing photos

When viewing a photo, tap **Edit**  and use the advanced editing options.

Deleting images

Use one of the following methods:

- In an album, tap  and select photos/videos by tapping them, then tap **Delete**.
- When viewing a photo or video preview, tap .

Setting a photo as the wallpaper

When viewing a photo, tap the **Menu** icon  and select **Set image as** to set the image as the Home screen or Lock screen wallpaper.







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Videos

Your phone has a video player that lets you play all of your favorite videos.

Playing a video

- 1 From the Home screen, tap  > **Apps** tab (if necessary) > **Gallery** .
- 2 Open the album that contains the desired video and tap it to play it.

	Tap to pause video playback.
	Tap to resume video playback.
	Touch and hold to fast-forward in 3 second increments. Tap once to fast-forward 10 seconds.
	Touch and hold to rewind in 3 second increments. Tap once to rewind 10 seconds.
	Tap to adjust the video volume.
	Tap to lock a video screen.

To change the volume while watching a video, press the Volume Keys on the left side of the phone.

Touch and hold a video in the list to access **Share**, **Delete**, **Rename** and **Details**.



Multimedia








NOTE: While watching a video, slide the left side of the screen up and down to adjust the brightness. Slide the right side of the screen up and down to adjust the volume. You can also slide the bottom part of the screen to the right or left to fast-forward and rewind.

Music




Your phone has a music player that lets you play all of your favorite tracks.

Playing a song

- 1 From the Home screen, tap **Apps**  > **Apps** tab (if necessary) > **Music** .
- 2 Tap the **Songs** tab.
- 3 Tap the song you want to play.

	Tap to add the song to your Favorites playlist.
	Tap to set shuffle mode.
	Tap to set repeat mode.
	Tap to adjust the music volume.
	Tap to pause playback.
	Tap to resume playback.
	Tap to skip to the next track on the album or in the playlist. Touch and hold to fast-forward in 3 second increments.

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	Tap to go back to the beginning of the song. Tap twice to return to the previous song. Touch and hold to rewind in 3 second increments.
	Tap to see the Now playing playlist.
	Tap to access additional settings.

To change the volume while listening to music, press the Volume Keys on the left side of the phone.

Touch and hold any song in the list to access **Play, Add to playlist, Delete, Share, Set as ringtone, Details** and **Search**.

NOTE:


- Some file formats are not supported, depending on the phone's software.
- If the file size exceeds the available memory, an error may occur when you open files.
- Music file copyrights may be protected by international treaties and national copyright laws. Therefore, it may be necessary to obtain permission or a licence to reproduce or copy music.
- In some countries, national laws prohibit private copying of copyrighted material. Before downloading or copying the file, check the national laws of the relevant country concerning the use of such material.

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Tools

Setting your alarm


- 1 From the Home screen, tap  > **Apps** tab (if necessary) > **Clock**  > .
- 2 Set the time and select **AM** or **PM**.
- 3 Set **Repeat**, **Snooze duration**, **Vibration**, **Alarm sound**, **Alarm volume**, **Auto app starter**, **Puzzle lock** and **Memo**.
- 4 Tap **Save** to save the alarm.

NOTE: To change alarm settings, tap the **Menu** icon  on the Alarms screen and select **Settings**.





Using your calculator

- 1 From the Home screen, tap  > **Apps** tab (if necessary) > **Calculator** .
- 2 Tap the number keys to enter numbers.
- 3 For simple calculations, tap the function you want to perform (, ,  or ) followed by .

NOTE: You can use the scientific calculator for more complex calculations when you rotate the screen horizontally.

NOTE: To check your previous calculation history, tap the **Menu** icon , select **Calculation history**.

Adding an event to your calendar

- 1 From the Home screen, tap  > **Apps** tab (if necessary) > **Calendar** .
- 2 Tap  and choose from **Day**, **Week**, **Month**, **Year**, or **Agenda** to change the month view.
- 3 Tap the date for which you wish to add an event and touch .
- 4 Tap the **Event name** field and enter the event name.
- 5 Tap the **Location** field and enter the location. Check the date and enter the time you wish your event to start and finish.
- 6 If you wish to add a note to your event, tap the **Description** field and enter the details.
- 7 If you wish to repeat the alarm, set the **Repeat** option. You can also set the **Reminders** option, if necessary.
- 8 Tap **Save** to save the event in the calendar.

Tasks

The Tasks app can be synchronized with your MS Exchange account. You can create and manage your tasks using your phone or from MS Outlook or MS Office Outlook Web Access.






- 1 From the Home screen, tap **Apps**  > the **Apps** tab (if necessary) > **Tasks** .
- 2 Tap the **Add task** icon  (in the upper-right corner of the screen).
- 3 Enter the necessary information.
- 4 Tap **Save** to save the task.

Tools

Voice Recorder

Use the voice recorder to record voice memos or other audio files.

Recording a sound or voice

- 1 From the Home screen, tap  > **Apps** tab (if necessary) > **Voice Recorder** .
- 2 Tap  to begin recording.
- 3 Tap  to end the recording.
- 4 Tap  to listen to the recording.

NOTE: Tap  to access the list of recordings. You can listen to any saved recordings from the list. The available recording time may differ from actual recording time.

Polaris Office

Polaris Office allows you to use various types of documents, such as MS Office documents and PDFs.

- From the Home screen, tap  > **Apps** tab (if necessary) > **Polaris Office** .

Google+




Use this application to stay connected with people via Google's social network service.

- From the Home screen, tap  > **Apps** tab (if necessary) > **Google** folder  > **Google+** .

NOTE: This application may not be available depending on the region or service provider.

Voice Search

Use this application to search webpages using voice.

- 1 From the Home screen, tap  > **Apps** tab (if necessary) > **Google** folder  > **Voice Search** .
- 2 Say a keyword or phrase when **Speak now** appears on the screen. Select one of the suggested keywords that appear.

NOTE: This application may not be available depending on the region or service provider.

Downloads

Use the Downloads app to view and access the files you've downloaded through your various apps.

- From the Home screen, tap **Apps**  > the **Apps** tab (if necessary) > **Downloads** .

Browsing the Web

Browser







Use this application to browse the Internet. The Browser gives you a fast, full-color world of games, music, news, sports, entertainment and much more, right on your mobile phone wherever you are and whatever you enjoy.

NOTE: Additional charges apply when connecting to these services and downloading content. Check data charges with your network provider.

From the Home screen, tap  > **Apps** tab (if necessary) > **Browser** .

Using the Browser toolbar

Scroll towards the top of the page to display the Browser toolbar. The following options are available.

	Tap to go back one page.
	Tap to go forward one page. This is the opposite of what happens when you tap the Back Key  , which takes you to the previous page.
	Tap to go to the Home page.
	Tap to add a new window.
	Tap to access bookmarks.

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Viewing webpages


Tap the address field, enter the web address and tap  on the keyboard.

Opening a page

To open a new page, tap  > .

To go to an open page, tap , scroll up or down, and tap the page to select it.

Searching the web by voice

Tap the address field, tap , speak a keyword, and then select one of the suggested keywords that appear.

NOTE: This feature may not be available depending on the region or service provider.

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Bookmarks

To bookmark the current webpage, tap the **Menu** icon  > **Add to bookmarks** > **OK**.

To open a bookmarked webpage, tap  and select the desired bookmark.

History

To open a web page from the list of recently visited web pages, tap  > **History** tab. To clear the history, tap  > **Yes**.

Browsing the Web

Chrome

Use Chrome to search for information and browse webpages.

From the Home screen, tap  > **Apps** tab (if necessary) > **Chrome** .

Viewing webpages

Tap the address field, enter a web address or search criteria, and tap  on the keyboard.

Opening a page

To open a new page, tap  > **+ New tab**.

To go to an open page, tap , scroll up or down, and tap the page to select it.

Searching the web by voice

Tap the address field, tap , speak a keyword and select one of the suggested keywords that appear.

NOTE: This feature may not be available depending on the region or service provider.

Syncing with other devices

Sync open tabs and bookmarks to use with Chrome from other devices when you are logged in with the same Google account.

To view open tabs on other devices, tap  > **+ New tab** > **Recent tabs** .
Select a webpage to open.

Access bookmarks

To view bookmarks, touch and hold the **Recent Apps Key**  > **Bookmarks**.

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Settings

Access the Settings menu

- 1 From the Home screen, tap  > **Apps** tab (if necessary) > **Settings** .
- 2 Select a setting option and configure the desired settings.

Wireless Networks settings

< Airplane mode >


Airplane mode – Activating airplane mode disables all wireless connections.

< Wi-Fi >

Wi-Fi – Turns on Wi-Fi to connect to available Wi-Fi networks. You can also set various other Wi-Fi settings.

TIP! How to obtain the MAC address

To set up a connection in some wireless networks with MAC filters, you may need to enter the MAC address of your phone in the router.

To find the MAC address, access the Wi-Fi settings and tap the **Menu** icon  > **Advanced Wi-Fi** > **MAC address**.

< Bluetooth >

Turn the Bluetooth wireless feature on or off. You can also set various other Bluetooth settings.

< Mobile data >

Displays the data usage and allows you to set a mobile data usage limit.

< Call >

Voicemail – Allows you to set various options for your provider's voicemail service.

Fixed dialing numbers – Turn on and compile a list of numbers that can be called from your phone. You'll need your PIN2, which is available from your operator. Only numbers within the fixed dial list can be called from your phone.

Caller ID – Allows you to choose how to display your number in outgoing calls.

Incoming voice call pop-up – If you select this function, the incoming call pop-up will be displayed when using applications.

Decline with message – When you want to reject a call, you can send a quick message using this function. This is useful if you need to reject a call during a meeting.

Privacy keeper – Hides the caller name and number for an incoming call.

Auto answer – Allows you to enable or disable Auto answer with hands-free.

Connection vibration – Vibrates your phone when the other party answers.

TTY mode – Sets the TTY mode to communicate with TTY devices.

Hearing aids – Checkmark to turn on hearing aid compatibility.

Power key ends call – Checkmark to allow you to end voice calls by pressing the Power/Lock Key.

Call duration – View the duration for the last call made, all outgoing calls, all incoming calls and all calls combined. Tap an option to reset the counter.

Sound settings – Allows you to change the device's sound settings.

Additional settings – Allows you to change the following settings:

Call forwarding – Allows you to set the call forwarding options.

Settings

Call waiting – If call waiting is activated, the phone will notify you of an incoming call while you are on a call (depending on your network provider).

< **More...** >

Mobile networks – Allows you to manage mobile data and set up APN for data service.

VPN – Allows you to set up and manage Virtual Private Networks (VPNs).

NOTE: This feature may not be available depending on the region or service provider.


Device settings

< **Sound** >

Sound profile – Set the sound profile to **Sound**, **Vibrate only**, or **Silent**.

Volumes – Manage the volume for **Ringtone**, **Notification sound**, **Touch feedback & system**, and **Music, video, games & other media**.

Quiet mode – Allows you to set a schedule to configure the sound profile to silent. This mutes all sounds except alarms and media and allows repeat calls or calls from certain contacts to ring.

Ringtone – Sets the ringtone for calls. You can also add a ringtone by tapping the **New** icon  (at the upper-right corner of the screen).

Notification sound – Sets the sound for notifications. You can also add a notification sound by tapping the **New** icon  (at the upper-right corner of the screen).

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Ringtone with vibration – Checkmark to set the phone to vibrate in addition to the ringtone when you receive calls.

Vibration type – Sets the incoming call vibration options. Choose from **Long Lasting**, **Rapid**, **Short repeated**, **Standard**, and **Ticktock**. Tap the **New** icon  (at the upper-right corner of the screen) to create your own vibration pattern.

Vibrate on tap – Checkmark to vibrate when you touch the screen (e.g., touch keys and make selections).

Sound effects – Tap to set dial pad touch tones, touch sounds, screen lock sound, and emergency tone.

Message/call voice notifications – Allows the phone to announce incoming calls and messages out loud.

< Display >

Brightness – Allows you to adjust the screen brightness. Checkmark **Night brightness** to set brightness at 0% automatically between 12:00 AM ~ 06:00 AM.

Screen timeout – Set the amount of time before the screen times out.

Screen-off effect – Set the animation effect used when the screen turns off.

Auto-rotate screen – Set to switch orientation automatically when you rotate the phone.

Daydream – Allows the screensaver to display when the phone is sleeping while docked and/or charging.

Font type – Change the display font type.

Font size – Change the size of the display font.

Settings

< Home screen >

Wallpaper – Sets the wallpaper to use on your Home screen. Choose from **Gallery**, **Live wallpapers**, **Photos**, or **Wallpaper gallery**.

Screen swipe effect – Sets the animation effect used when you swipe to change screens. Choose from **Slide**, **Breeze**, **Accordion**, **Panorama**, **Carousel**, **Layer**, and **Domino**.

Allow Home screen looping – Checkmark to set the Home screen to scroll continuously, eliminating the need to scroll back in the opposite direction when you reach either end.

Home backup & restore – Backup and restore app layouts and the wallpaper.

Help – Displays some useful tips for the Home screen.

< Lock screen >

Select screen lock – Set a screen lock to secure your phone. Set **None**, **Swipe**, **Knock Code**, **Pattern**, **PIN** or **Password**.

Wallpaper – Select the wallpaper for your lock screen from the **Gallery** or **Wallpaper gallery**.

Widgets – Allows you to show widgets on the lock screen. To add widgets while on the lock screen, slide the top part of the screen towards the right and tap the Add widget icon

Shortcuts – Customize the shortcuts on the lock screen.

Contact info for lost phone – Show owner info on the lock screen in case your phone is lost.

Lock timer – Allows you to choose a quantity of time to lock your phone after the screen times out.

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Power button instantly locks – Allows you to lock the phone when the Power/Lock Key is pressed.

< Gestures >

Silence incoming calls – Flip the device to silence incoming calls.

Snooze or stop alarm – Flip the device to snooze or stop the alarm.

Pause video – Flip the device to pause the video.

Help – Touch to get information on using the Gesture functions of your device.

Motion sensor calibration – Improve the accuracy of the tilt and speed of the sensor.

< Storage >

Internal Storage – Allows you to view information about the internal storage usage.

SD Card – Check total available SD card space. Tap **Unmount SD card** for safe removal of the SD card. If no SD card is mounted, tap **Mount SD card**. Tap **Erase SD card** if you want to delete all data from the SD card.

< Battery >

The Battery charge information is displayed on a battery graphic along with the percentage of the remaining charge and its status. Tap the Battery charge icon to display the Battery use screen to see battery usage level and battery use details. It displays which components and applications are using the most battery power. Tap one of the entries to see more detailed information.

Battery percentage on status bar – Checkmark to display the battery level percentage on the Status Bar next to the battery icon.

Settings

Battery saver – Tap the switch  to toggle between On and Off.

Turn Battery saver on – Choose to turn battery saver on when the battery charge gets to a certain battery level. Choose from **Immediately**, **10% battery**, **20% battery**, **30% battery** and **50% battery**.

Auto-sync – Turns off Auto-sync.

Wi-Fi – Turns off Wi-Fi if data is not in use.

Bluetooth – Turns off Bluetooth if it's not connected to a device.

Vibrate on tap – Turns off touch feedback.

Brightness – Adjusts the brightness.

Screen timeout – Adjusts the screen timeout.

Help – Displays information about the battery saver feature.

< Apps >

Use the Apps menu to view details about the applications installed on your phone, manage their data, and force them to stop.

Swipe left and right to select one of the three tabs across the top of the screen to view detailed information for **Downloaded**, **On SD Card**, **Running**, and **All** applications. Tap an entry to view more information, tap **Stop** (or **Force stop**), then **OK** to stop it from running.

< Default message app >

Sets your default messaging app. Choose from **Messaging**, **Hangouts**, or any other available downloaded application.

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Personal settings

< Accounts & sync >

Permits applications to synchronize data in the background, whether or not you are actively working in them. Deselecting the **Auto-sync data** setting can save battery power and lower (but not eliminate) data usage.

< Guest mode >

Use Guest mode when you let someone else use your phone. They will only be able to use the applications that you've selected. Once you set it up, you can easily put your phone in Guest mode by drawing the guest pattern on the Lock screen, which is different from your normal unlock pattern. Tap **Help** for more information.

NOTE: To use Guest mode, set the Lock screen to pattern lock. Guest can also use apps not pre-selected but linked to preselected apps.

< Location >

Mode

High accuracy (GPS and networks) – Use GPS, Wi-Fi and mobile networks to estimate location.

Battery saving (Networks only) – Use Wi-Fi and mobile networks to estimate location.

Device sensors only (GPS only) – Use GPS to pinpoint your location.

Recent Location Request

Displays apps that have recently requested location information.

Settings

Location Services

Allows you to view and manage your Google location settings.

< Security >

Encrypt phone – Allows you to encrypt the phone to keep it secure. After encryption, a PIN or password needs to be entered each time you power the phone on.

Encrypt SD card storage – Allows you to encrypt the SD card data to keep it secure. After encryption, you will not be able to use it in other devices.

Set up SIM card lock – Allows you to require a PIN to use the phone.

Password typing visible – Shows the last character of the hidden password as you type.

Phone administrators – Allows you to view or deactivate device administrators.

Unknown sources – Checkmark to allow installation of non-Play Store apps.

Verify apps – Checkmark to disallow or warn before installation of apps that may cause harm to your phone.

Notification access – Allows applications to have the ability to be notified when notifications are posted or removed from the system.

Storage type – Displays the storage type for credential storage.

Trusted credentials – Displays trusted CA certificates.

Install from storage – Allows you to install encrypted certificates from internal or external storage.

Clear credentials – Allows you to remove all certificates.

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< Language & input >

Language – Allows you to choose a language to use on your device.

Default – Sets the default on-screen keyboard to use when entering text.

LG Keyboard – Tap  to change the following LG Keyboard settings:

Input language and keyboard layout – Sets the keyboard language and layout (QWERTY/Phone).

Keyboard height and layout – Allows you to adjust the keyboard's bottom row keys, keyboard height, and keyboard theme.

Show word suggestions – Shows words through text prediction.

Auto-correction – Allows you to choose the level of auto-correction.

Update word suggestions – Allows you to update word suggestions.

Additional settings – Allows you to set the following options.

Vibrate on keypress – Checkmark to provide a vibration when you tap the keyboard keys.

Sound on keypress – Checkmark to provide a sound when you tap the keyboard keys.

Pop-up on keypress – Checkmark to display a bubble with each character as you type.

Auto-capitalization – Capitalize the first word of each sentence automatically.

Auto-punctuation – Automatically inserts a period when the space key is double-tapped.

Spell checker – Checkmark to show spelling errors.

Clear word suggestion history – Clear history of words suggested based on your input.

Settings

Personal dictionary – Add words to your word suggestions.

Help – Displays helpful information about the LG Keyboard.

Google voice typing – Checkmark to allow use of the Google voice typing feature to enter text. Tap  to change the desired settings.

Voice Search – Allows you to set the following voice search options.

Language – Sets the language for the Google voice search feature.

Speech output – Sets when to use speech output. Choose from **On**, **Hands-free only**, and **Off**. To turn on speech output only when you've got a headset attached to your phone, select Hands-free only.

"Ok Google" Detection – Allows you to start the Google Search app simply by saying "OK Google".

Block offensive words – Checkmark to hide offensive voice results.

Audio History – Activation is required when using voice commands, such as "Ok Google" or touching a microphone icon. A recording of the next thing you say, plus a few seconds before, may be used and stored by Google and associated with your Google Account to help recognize your voice and improve speech recognition.

Manage Audio History – Allows you to manage your audio history.

Bluetooth headset – Checkmark to record audio through a connected Bluetooth headset.

Text-to-speech output – Sets the preferred speech engine and speech rate (slow vs. fast). Also plays a short demonstration of speech synthesis.

Pointer speed – Sets the pointer speed using a slide bar to select it.

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< Backup & reset >

Back up my data – Backup your app data, Wi-Fi passwords, and other settings to Google servers.


Backup account – Allows you to set the account to which you want to backup data to.

Automatic restore – When reinstalling an app, restore backed up settings and data.

Factory data reset – Reset your settings to the factory default values and delete all your data.

System settings

Shortcut key

Tap the **Shortcut key** switch  (at the upper-right corner of the screen) to toggle it On or Off. On allows quick access to apps by pressing and holding the Volume Keys.

< Date & time >

Automatic date & time – Checkmark to use the network-provided date and time.

Automatic time zone – Checkmark to use the network-provided time zone.

Set date – Tap to manually set the date to use for your phone. This setting is grayed-out when the Automatic date & time setting is checkmarked.

Set time – Tap to manually set the time to use for your phone. This setting is grayed-out when the Automatic date & time setting is checkmarked.

Settings

Select time zone – Tap to select a time zone other than the one provided by the network. This setting is grayed-out when the Automatic time zone setting is checkmarked.

Use 24-hour format – Checkmark to display the time using the 24-hour time format (for example, 13:00 instead of 1:00 pm).

Select date format – Sets the format for displaying dates.

< Accessibility >

Use the Accessibility settings to configure accessibility plug-ins you have installed on your phone.

TalkBack – Allows you to set up the TalkBack function which assists people with impaired vision by providing verbal feedback. Tap the switch  to turn it on. Tap **Settings** at the bottom of the screen to adjust the TalkBack settings.

Font size – Sets the font size. Choose from **Normal** and **Large**.

Touch zoom – Tap the **Touch zoom** switch  to toggle it On or Off. On allows you to zoom in and out by triple-tapping the screen.

Message/call voice notifications – Tap the switch  to toggle it On or Off. On allows you to hear automatic spoken alerts for incoming calls and messages.

Screen shade – Checkmark to dim the screen's backlight for a darker contrast.

Accessibility shortcut – Tap the Accessibility shortcut switch  to toggle it On or Off. On quickly enables accessibility features.

Text-to-speech output – Sets the text-to-speech preferred engine and speech rate setting. Text-to-speech output provides an audible readout of text, for example, the contents of text messages, and the Caller ID for incoming calls.


Audio type – Sets the audio type. Choose **Mono** or **Stereo**.

Sound balance – Routes the sound through both the right and left channel when a headset is connected. To manually set the audio route, move the slider on the sound balance slide bar to set it.

Turn off all sounds – Checkmark to turn off all sounds.

Captions – Tap the **Captions** switch  to toggle it On or Off. On customizes caption settings for those with hearing impairments. Set **Language**, **Font size**, and **Caption style**.

Touch feedback time – Sets the touch feedback. Choose from **Short**, **Medium**, and **Long**.

Touch assistant – Tap the Touch assistant switch  to toggle it On or Off. On shows a touch board with easy access to common actions.

Screen timeout – Sets the screen timeout. Choose from **30 sec**, **1 min**, **2 min**, **5 min**, **10 min**, **15 min**, and **Keep screen turned on**.

Touch control areas – Tap the **Touch control areas** switch  to toggle it On or Off. On allows you to select an area of the screen to limit touch control. Press the **Volume Down Key** and tap the **Home Key** at the same time to activate and deactivate this feature.

Auto-rotate screen – Checkmark to allow the device to rotate the screen depending on the device orientation (portrait or landscape).

Password voice confirmation – Checkmark to allow voice confirmation of characters when entering passwords.

Power key ends call – Checkmark so that you can end voice calls by pressing the Power/Lock Key.

Settings

Accessibility settings shortcut – Sets quick, easy access to selected features when you triple-tap the **Home Key** . Choose from **Off**, **Show all**, **TalkBack**, **Touch assistant**, and **Accessibility settings**.

One-touch input – Checkmark to enable one-touch input. It allows each finger touch to enter letter or character on the LG keyboard.

< Printing >

Cloud Print – This menu allows you to access your cloud print services.

< About phone >

This menu allows you to manage your software updates and view various information relating to your device.

Phone name – Allows you to change your phone name. This will be your phone name for Bluetooth, Wi-Fi Direct, etc.

Update Center – Check updates for apps and software provided by LG Electronics.

Network – Allow you to view your network, network type and strength, service state, roaming status, mobile network state, and IP address.

Status – Allow you to view your phone number, IMEI, and IMEI SV.

Battery – Allows you to view the battery status, battery level, and battery use information.

Hardware info – Allows you to view the model number, up time, Wi-Fi MAC address and Bluetooth address.

Software info – Allows you to view the Android version, baseband version, kernel version, build number, and software version.

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Legal info – Allow you to view LG apps rights agreement, open source licenses and Google legal information.



Patent information – Display LG patent information.

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Phone software update

Update your smart phone without a PC (FOTA)

This feature allows you to conveniently update your phone's software to a newer version via Firmware Over-the-Air (FOTA), without connecting to a PC with a USB cable.

- 1 From the Home screen, tap  > **Apps** tab (if necessary) > **Settings**  > **About phone** > **Update Center** > **Software Update**.
- 2 Select the desired option.
 - **Update now** – You can check the new software update and conduct the update.
 - **Check current version** – You can check the current software version.
 - **Last update** – Displays the date of the last software update.

NOTE:

- After the download is complete, you can install the software immediately or select a later time for the installation.
- Each software version is updated sequentially. Even after the update is completed, check if there is any newer version available.
- LG reserves the right to make firmware updates available only for selected models at its own discretion and does not guarantee the availability of the newer version of the firmware for all phone models.

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Notice: Open Source Software

To obtain the source code under GPL, LGPL, MPL, and other open source licenses, that is contained in this product, please visit <http://opensource.lge.com>.

In addition to the source code, all referred license terms, warranty disclaimers and copyright notices are available for download.

LG Electronics will also provide open source code to you on CD-ROM for a charge covering the cost of performing such distribution (such as the cost of media, shipping, and handling) upon email request to opensource@lge.com. This offer is valid for three (3) years from the date on which you purchased the product.

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Accessories

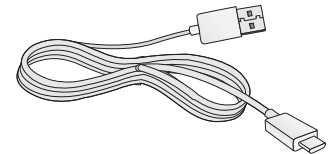
These accessories are available for use with your phone. **(Items described below may be optional and sold separately.)**

Charger adapter



USB cable

Connect your phone and PC.



Battery



User Guide

Learn more about your phone.




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NOTE:



- Always use genuine LG accessories. Failure to do this may void your warranty.
- Accessories may vary in different regions.





FAQ

Please check to see if any problems you have encountered with your phone are described in this section before taking the phone in for service or calling a service representative.







Category Sub-Category	Question	Answer
Bluetooth Bluetooth Devices	What are the functions available via Bluetooth?	You can connect Bluetooth audio devices such as a Stereo/Mono headset or Car Kit. You can also connect with compatible Bluetooth devices using the Gallery and Contacts apps to share pictures, videos, contacts, etc. Also when an FTP server is connected to a compatible device, you can share contents stored in the phone's memory or in the microSD card.
Data Contacts Backup	How can I back up Contacts?	The Contacts data can be synchronized between your phone and Gmail™.
Data Synchronization	Is it possible to set up one-way sync with Gmail?	Only two-way synchronization is available.
Data Synchronization	Is it possible to synchronize all of the Email folders?	The Inbox is automatically synchronized. You can view other folders by tapping the Menu icon  , then tapping Folders to choose a different folder.
Google™ Service Gmail Log-In	Should I have to log into Gmail whenever I want to access Gmail?	Once you log in to Gmail, you don't need to log in again.
Google Service Google Account	Is it possible to filter emails?	No, email filtering is not supported via the phone.




FAQ

Category Sub-Category	Question	Answer
Phone Function YouTube™	Is it possible to play YouTube videos?	Yes, YouTube videos are supported but may have to be viewed through the YouTube app (and not through the Chrome app).
Phone Function Email	What happens when I execute another app while writing an email?	Your email will automatically be saved as a draft.
Phone Function Ringtone	Is there a file size limitation for when I want to use an MP3 file as a ringtone?	There is no file size limitation.
Phone Function Receiving Messages	My phone won't receive messages anymore. How can I fix this?	<p>Your phone can't receive new messages when there is less than 10MB of space available in the phone's memory. Check your phone memory and delete some data (such as messages, pictures, or downloaded apps) to free up some space.</p> <p>To check your phone memory: From the Home screen, tap  > Apps tab (if necessary) > Settings  > Storage.</p>
Phone Function Message Time	My phone does not display the time of receipt for messages older than 24 hrs. How can I change this?	<ol style="list-style-type: none"> 1. Open the message thread that contains the message you want to check. 2. Touch and hold the message. Tap Details in the Context menu that appears.
Phone Function microSD Card	What is the maximum supported size for a memory card?	32 GB memory cards are compatible.
Phone Function Navigation	Is it possible to install another navigation app on my phone?	Any app that is available on Play Store and is compatible with the hardware can be installed and used.



Category Sub-Category	Question	Answer
Phone Function Synchronization	Is it possible to synchronize my contacts from all of my email accounts?	Only Gmail and MS Exchange server (Company Email Server) contacts can be synchronized.
Phone Function Wait and Pause	Is it possible to save a contact with Wait and Pause in the numbers?	<p>If you transferred a contact with the wait and pause functions saved into the number, they won't work. You'll need to re-save each number.</p> <p>How to re-save with Wait and Pause:</p> <ol style="list-style-type: none"> 1. From the Home screen, tap the Phone icon . 2. Enter the number, then tap the Menu icon . 3. Tap Add 2-sec pause or Add wait, then continue entering the numbers and save it.
Phone Function Security	What are the phone's security functions?	You're able to set the phone to require the entry of a screen unlock sequence (pattern, PIN, or password) before the phone can be accessed or used.
Phone Function Unlock Pattern	What should I do if I forget my Unlock Pattern?	After 5 unsuccessful attempts, you can tap Forgot Pattern? at the bottom of the screen and use your Google Account information or Backup PIN to unlock your phone.
Phone Function Unlock Pattern	How do I create an Unlock Pattern?	<ol style="list-style-type: none"> 1. From the Home screen, tap  > Apps tab (if necessary) > Settings . 2. Tap Lock screen > Select screen lock > Pattern. The first time you do this, a short tutorial about creating a pattern appears. 3. Set it up by drawing your pattern once, then again for confirmation.

FAQ

Category Sub-Category	Question	Answer
Phone Function Memory	Will I know when my memory is full?	Yes, you'll receive a notification.
Phone Function Language Support	Is it possible to change the language?	The phone has bilingual capabilities. To change the language: 1. From the Home screen, tap  , then tap Settings  . 2. Tap Language & input > Language . 3. Tap the language you want to use.
Phone Function VPN	How do I set up a VPN?	VPN access configuration is different according to each company. To configure VPN access from your phone, you must obtain the details from your company's network administrator.
Phone Function Screen timeout	My screen turns off after only 15 seconds. How can I change the amount of time before the backlight turns off?	1. From the Home screen, tap  > Apps tab (if necessary) > Settings  > Display > Screen timeout . 2. Tap the preferred screen backlight timeout time.
Phone Function Audible tap tones	When I dial a number, the phone plays tones. How do I turn this off?	1. From the Home screen, tap  > Apps tab (if necessary) > Settings  > Sound > Sound effects . 2. Tap Dial pad touch tones to remove the checkmark and disable the function.
Phone Function Wi-Fi and 3G	When Wi-Fi and 3G are both available, which service will my phone use?	When using data, your phone may default to the Wi-Fi connection (if Wi-Fi connectivity on your phone is set to On). However, there will be no notification when your phone switches from one to the other. To know which data connection is being used, view the 3G or Wi-Fi icon in the Status Bar (at the top of your screen).

Category Sub-Category	Question	Answer
Phone Function Home screen	Is it possible to remove an app from the Home screen?	Yes. Touch and hold the icon until the trash can icon appears at the top of the screen. Then, without lifting your finger, drag the icon to the trash can and lift your finger.
Phone Function Application	I downloaded an app and it causes a lot of errors. How do I remove it?	<ol style="list-style-type: none"> 1. From the Home screen, tap  > Apps tab (if necessary) > Settings  > Apps. 2. Scroll to the DOWNLOADED apps tab, then tap the app to uninstall. 3. Tap Uninstall and OK to confirm.
Phone Function Charging	Is it possible to charge my phone using the USB Cable without installing the necessary USB driver?	Yes, the USB Cable will allow the battery to be charged by your PC whether or not the necessary drivers have been installed on the PC.
Phone Function Ringtones	Can I use music files for my ringtone?	<p>Yes. After saving a music file you can use it for your ringtone.</p> <p>Touch and hold a song in a library list. Tap Set as ringtone in the Context menu that appears.</p>
Phone Function Alarm	Will my alarm be audible or will it go off if the phone is turned off?	No, this is not supported.
Phone Function Alarm	If my Ringer Volume is set to Off or Vibrate, will I hear my Alarm?	From the Alarm tab in the Alarm/Clock app, tap the Menu icon  > Settings . Checkmark Alarm in silent mode .
Phone Spec Band	Which wireless bands are supported by the phone?	Your phone is able to operate on the GSM (850MHz, 900MHz, 1800MHz, 1900MHz), UMTS (850MHz, 1900MHz) bands.

FAQ

Category	Question	Answer
Sub-Category		
Recovery Solution Factory Reset	How do I perform a factory reset?	<ol style="list-style-type: none"> 1. From the Home screen, tap  > Apps tab (if necessary) > Settings  > Backup & reset > Factory data reset. 2. Read the warning, then tap Reset phone. 3. Tap Delete all and OK to confirm. <p>Attention: If a factory reset is performed, all installed apps and user data will be erased. Please remember to back up any important data before performing a factory reset.</p>

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For your safety

The highest SAR value for this model phone when tested for use at the ear is 1.08 W/Kg (1g) and when worn on the body, as described in this user guide, is 0.95 W/Kg (1g) (body-worn measurements differ among phone models, depending upon available accessories and FCC requirements).

While there may be differences between SAR levels of various phones and at various positions, they all meet the government requirement for safe exposure.

The FCC has granted an Equipment Authorization for this model phone with all reported SAR levels evaluated as in compliance with the FCC RF emission guidelines. SAR information on this model phone is on file with the FCC and can be found under the Display Grant section of <http://www.fcc.gov/oet/ea/fccid/> after searching on FCC ID ZNFL15G.

- To reduce risk of fire or burns, do not expose to temperature above 50°C (122°F), or dispose of in fire.
- To reduce risk of fire or burns, do not dispose of in fire or water.
- Do not disassemble or open crush, bend or deform, puncture or shred.
- There is a danger of explosion if battery is incorrectly replaced. To reduce risk of fire or burns, do not disassemble, crush, puncture, short external contacts, expose to temperature above 50°C (122°F), or dispose of in fire or water. Keep this product away from excessive moisture and extreme temperatures. Keep the battery or device dry and away from water or any liquid as it may cause a short circuit.
- Avoid using your phone near strong electromagnetic sources, such as microwave ovens, sound speakers, TV and radio.

For your safety

- Use only original manufacturer-approved accessories, or accessories that do not contain any metal. Please only use an approved charging accessory to charge your LG phone. Improper handling of the Accessory/Charger Port, as well as the use of an incompatible charger, may cause damage to your phone and void the warranty.
- Only use the approved battery charger. Otherwise, you may cause serious damage to your phone.

FCC Hearing-Aid Compatibility (HAC) Regulations for Wireless Devices

On July 10, 2003, the U.S. Federal Communications Commission (FCC) Report and Order in WT Docket 01-309 modified the exception of wireless phones under the Hearing Aid Compatibility Act of 1988 (HAC Act) to require digital wireless phones be compatible with hearing-aids. The intent of the HAC Act is to ensure reasonable access to telecommunications services for persons with hearing disabilities.

While some wireless phones are used near some hearing devices (hearing aids and cochlear implants), users may detect a buzzing, humming, or whining noise. Some hearing devices are more immune than others to this interference noise, and phones also vary in the amount of interference they generate.

The wireless telephone industry has developed a rating system for wireless phones, to assist hearing device users to find phones that may be compatible with their hearing devices. Not all phones have been rated. Phones that are rated have the rating on their box or a label located on the box.

The ratings are not guarantees. Results will vary depending on the user's hearing device and hearing loss. If your hearing device happens to be vulnerable to interference, you may not be able to use a rated phone successfully. Trying out the phone with your hearing device is the best way to evaluate it for your personal needs.

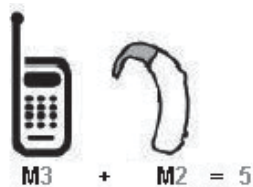
M-Ratings: Phones rated M3 or M4 meet FCC requirements and are likely to generate less interference to hearing devices than phones that are not labeled. M4 is the better/ higher of the two ratings.

T-Ratings: Phones rated T3 or T4 meet FCC requirements and are likely to generate less interference to hearing devices than phones that are not labeled. T4 is the better/ higher of the two ratings.

Hearing devices may also be rated. Your hearing device manufacturer or hearing health professional may help you find this rating.

Higher ratings mean that the hearing device is relatively immune to interference noise.

The hearing aid and wireless phone rating values are then added together. A sum of 5 is considered acceptable for normal use. A sum of 6 is considered for best use.



In the example to the left, if a hearing aid meets the M2 level rating and the wireless phone meets the M3 level rating, the sum of the two values equal M5. This should provide the hearing aid user with “normal usage” while using their hearing aid with the particular wireless phone. “Normal usage” in this context is defined as a signal quality that’s acceptable for normal operation.

For your safety

The M mark is intended to be synonymous with the U mark. The T mark is intended to be synonymous with the UT mark. The M and T marks are recommended by the Alliance for Telecommunications Industries Solutions (ATIS). The U and UT marks are referenced in Section 20.19 of the FCC Rules. The HAC rating and measurement procedure are described in the American National Standards Institute (ANSI) C63.19 standard. To ensure that the Hearing Aid Compatibility rating for your phone is maintained, secondary transmitters such as Bluetooth and WLAN components must be disabled during a call.

When you're talking on a cell phone, it's recommended that you turn the BT (Bluetooth) or WLAN mode off for HAC.

For information about hearing aids and digital wireless phones

Wireless Phones and Hearing Aid Accessibility

<http://www.accesswireless.org/>

Gallaudet University, RERC

<http://tap.gallaudet.edu/Voice/>

FCC Hearing Aid Compatibility and Volume Control

<http://www.fcc.gov/cgb/dro/hearing.html>

The Hearing Aid Compatibility FCC Order

http://hraunfoss.fcc.gov/edocs_public/attachmatch/FCC-03-168A1.pdf

Hearing Loss Association of America [HLAA]

<http://hearingloss.org/content/telephones-and-mobile-devices>

*cited in CTIA - the Wireless Ass'n v. City of Berkeley
No. 16-15141 archived on April 17, 2017*

7.11 Warranty Laws

The following laws govern warranties that arise in retail sales of consumer goods:

- The California Song-Beverly Consumer Warranty Act [CC §§1790 et seq],
- The California Uniform Commercial Code, Division Two [Com C §§2101 et seq], and
- The federal Magnuson-Moss Warranty Federal Trade Commission Improvement Act [15 USC §§2301 et seq; 16 CFR Parts 701– 703].

A typical Magnuson-Moss Act warranty is a written promise that the product is free of defects or a written promise to refund, repair, or replace defective goods. [See 15 USC §2301(6).] Remedies include damages for failing to honor a written warranty or service contract or for violating disclosure provisions. [See 15 USC §2310(d).] Except for some labeling and disclosure requirements, the federal Act does not preempt state law. [See 15 USC §2311.]

The Consumer Warranty Act does not affect the rights and obligations of parties under the state Uniform Commercial Code, except the provisions of the Act prevail over provisions of the Commercial Code when they conflict. [CC §1790.3.]

For purposes of small claims actions, this course will focus on rights and duties under the state laws.

United States Court of Appeals for the Ninth Circuit

Office of the Clerk
95 Seventh Street
San Francisco, CA 94103

Information Regarding Judgment and Post-Judgment Proceedings

Judgment

- This Court has filed and entered the attached judgment in your case. Fed. R. App. P. 36. Please note the filed date on the attached decision because all of the dates described below run from that date, not from the date you receive this notice.

Mandate (Fed. R. App. P. 41; 9th Cir. R. 41-1 & -2)

- The mandate will issue 7 days after the expiration of the time for filing a petition for rehearing or 7 days from the denial of a petition for rehearing, unless the Court directs otherwise. To file a motion to stay the mandate, file it electronically via the appellate ECF system or, if you are a pro se litigant or an attorney with an exemption from using appellate ECF, file one original motion on paper.

Petition for Panel Rehearing (Fed. R. App. P. 40; 9th Cir. R. 40-1)

Petition for Rehearing En Banc (Fed. R. App. P. 35; 9th Cir. R. 35-1 to -3)

(1) A. Purpose (Panel Rehearing):

- A party should seek panel rehearing only if one or more of the following grounds exist:
 - ▶ A material point of fact or law was overlooked in the decision;
 - ▶ A change in the law occurred after the case was submitted which appears to have been overlooked by the panel; or
 - ▶ An apparent conflict with another decision of the Court was not addressed in the opinion.
- Do not file a petition for panel rehearing merely to reargue the case.

B. Purpose (Rehearing En Banc)

- A party should seek en banc rehearing only if one or more of the following grounds exist:

- ▶ Consideration by the full Court is necessary to secure or maintain uniformity of the Court's decisions; or
- ▶ The proceeding involves a question of exceptional importance; or
- ▶ The opinion directly conflicts with an existing opinion by another court of appeals or the Supreme Court and substantially affects a rule of national application in which there is an overriding need for national uniformity.

(2) Deadlines for Filing:

- A petition for rehearing may be filed within 14 days after entry of judgment. Fed. R. App. P. 40(a)(1).
- If the United States or an agency or officer thereof is a party in a civil case, the time for filing a petition for rehearing is 45 days after entry of judgment. Fed. R. App. P. 40(a)(1).
- If the mandate has issued, the petition for rehearing should be accompanied by a motion to recall the mandate.
- *See* Advisory Note to 9th Cir. R. 40-1 (petitions must be received on the due date).
- An order to publish a previously unpublished memorandum disposition extends the time to file a petition for rehearing to 14 days after the date of the order of publication or, in all civil cases in which the United States or an agency or officer thereof is a party, 45 days after the date of the order of publication. 9th Cir. R. 40-2.

(3) Statement of Counsel

- A petition should contain an introduction stating that, in counsel's judgment, one or more of the situations described in the "purpose" section above exist. The points to be raised must be stated clearly.

(4) Form & Number of Copies (9th Cir. R. 40-1; Fed. R. App. P. 32(c)(2))

- The petition shall not exceed 15 pages unless it complies with the alternative length limitations of 4,200 words or 390 lines of text.
- The petition must be accompanied by a copy of the panel's decision being challenged.
- An answer, when ordered by the Court, shall comply with the same length limitations as the petition.
- If a pro se litigant elects to file a form brief pursuant to Circuit Rule 28-1, a petition for panel rehearing or for rehearing en banc need not comply with Fed. R. App. P. 32.

- The petition or answer must be accompanied by a Certificate of Compliance found at Form 11, available on our website at www.ca9.uscourts.gov under *Forms*.
- You may file a petition electronically via the appellate ECF system. No paper copies are required unless the Court orders otherwise. If you are a pro se litigant or an attorney exempted from using the appellate ECF system, file one original petition on paper. No additional paper copies are required unless the Court orders otherwise.

Bill of Costs (Fed. R. App. P. 39, 9th Cir. R. 39-1)

- The Bill of Costs must be filed within 14 days after entry of judgment.
- See Form 10 for additional information, available on our website at www.ca9.uscourts.gov under *Forms*.

Attorneys Fees

- Ninth Circuit Rule 39-1 describes the content and due dates for attorneys fees applications.
- All relevant forms are available on our website at www.ca9.uscourts.gov under *Forms* or by telephoning (415) 355-7806.

Petition for a Writ of Certiorari

- Please refer to the Rules of the United States Supreme Court at www.supremecourt.gov

Counsel Listing in Published Opinions

- Please check counsel listing on the attached decision.
- If there are any errors in a published opinion, please send a letter **in writing within 10 days** to:
 - ▶ Thomson Reuters; 610 Opperman Drive; PO Box 64526; Eagan, MN 55123 (Attn: Jean Green, Senior Publications Coordinator);
 - ▶ and electronically file a copy of the letter via the appellate ECF system by using “File Correspondence to Court,” or if you are an attorney exempted from using the appellate ECF system, mail the Court one copy of the letter.

**UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT
Form 10. Bill of Costs**

Instructions for this form: <http://www.ca9.uscourts.gov/forms/form10instructions.pdf>

9th Cir. Case Number(s)

Case Name

The Clerk is requested to award costs to (*party name(s)*):

I swear under penalty of perjury that the copies for which costs are requested were actually and necessarily produced, and that the requested costs were actually expended.

Signature

Date

(use "s/[typed name]" to sign electronically-filed documents)

COST TAXABLE	REQUESTED <i>(each column must be completed)</i>			
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