

# FORM 4

[X] Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. See Instruction 1(b).

## UNITED STATES SECURITIES AND EXCHANGE COMMISSION Washington, D.C. 20549

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### STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF SECURITIES

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934 or  
Section 30(h) of the Investment Company Act of 1940

1. Name and Address of Reporting Person *		2. Issuer Name and Ticker or Trading Symbol		5. Relationship of Reporting Person(s) to Issuer (Check all applicable)	
FRIEDMAN ERIC N.		FITBIT, INC. [ FIT ]		<input checked="" type="checkbox"/> Director <input type="checkbox"/> 10% Owner <input checked="" type="checkbox"/> Officer (give title below) <input type="checkbox"/> Other (specify below) <b>CTO</b>	
(Last) (First) (Middle)		3. Date of Earliest Transaction (MM/DD/YYYY)			
C/O FITBIT, INC., 199 FREMONT STREET, 14TH FLOOR		1/14/2021			
(Street)		4. If Amendment, Date Original Filed (MM/DD/YYYY)		6. Individual or Joint/Group Filing (Check Applicable Line)	
SAN FRANCISCO, CA 94105				<input checked="" type="checkbox"/> Form filed by One Reporting Person <input type="checkbox"/> Form filed by More than One Reporting Person	
(City) (State) (Zip)					

**Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned**

1. Title of Security (Instr. 3)	2. Trans. Date	2A. Deemed Execution Date, if any	3. Trans. Code (Instr. 8)		4. Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)			5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Indirect Beneficial Ownership (Instr. 4)
			Code	V	Amount	(A) or (D)	Price			
Class A Common Stock	1/14/2021		D		121854	D	(1)	0	D	

**Table II - Derivative Securities Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)**

1. Title of Derivate Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Trans. Date	3A. Deemed Execution Date, if any	4. Trans. Code (Instr. 8)		5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)	6. Date Exercisable and Expiration Date		7. Title and Amount of Securities Underlying Derivative Security (Instr. 3 and 4)		8. Price of Derivative Security (Instr. 5)	9. Number of derivative Securities Beneficially Owned Following Reported Transaction(s) (Instr. 4)	10. Ownership Form of Derivative Security: Direct (D) or Indirect (I) (Instr. 4)	11. Nature of Indirect Beneficial Ownership (Instr. 4)
				Code	V		Date Exercisable	Expiration Date	Title	Amount or Number of Shares				
Restricted Stock Units	\$0.00 (2)	1/14/2021		D		4117	(3)	(3)	Class A Common Stock	4117	(4)	0	D	
Restricted Stock Units	\$0.00 (2)	1/14/2021		D		20625	(5)	(5)	Class A Common Stock	20625	(4)	0	D	
Restricted Stock Units	\$0.00 (2)	1/14/2021		D		17400	(6)	(6)	Class A Common Stock	17400	(4)	0	D	
Employee Stock Option (right to buy)	\$0.055	1/14/2021		D		801594	(7)	9/27/2021	Class B Common Stock	801594	(8)	0	D	
Employee Stock Option (right to buy)	\$3.6333	1/14/2021		D		3243048	(7)	8/26/2024	Class B Common Stock	3243048	(8)	0	D	
Employee Stock Option (right to buy)	\$13.93	1/14/2021		D		151700	(7)	3/15/2026	Class B Common Stock	151700	(9)	0	D	
Employee Stock Option (right to buy)	\$5.63	1/14/2021		D		400000	(10)	8/4/2027	Class A Common Stock	400000	(11)	0	D	
Performance Stock Units	\$0.00 (12)	1/14/2021		D		106157	(13)	(13)	Class A Common Stock	106157	(14)(15)	0	D	
Performance Stock Units	\$0.00 (12)	1/14/2021		D		156494	(16)	(16)	Class A Common Stock	156494	(14)(15)	0	D	
Performance Stock Units	\$0.00 (12)	1/14/2021		D		77369	(17)	(17)	Class A Common Stock	77369	(14)(15)	0	D	
Performance Stock Units	\$0.00 (12)	1/14/2021		D		97488	(18)	(18)	Class A Common Stock	97488	(14)(15)	0	D	
Class B Common Stock	(19)	1/14/2021		D		8636898	(19)	(19)	Class A Common Stock	8636898	(1)	0	D	

**Table II - Derivative Securities Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)**

1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Trans. Date	3A. Deemed Execution Date, if any	4. Trans. Code (Instr. 8)		5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)	6. Date Exercisable and Expiration Date		7. Title and Amount of Securities Underlying Derivative Security (Instr. 3 and 4)		8. Price of Derivative Security (Instr. 5)	9. Number of derivative Securities Beneficially Owned Following Reported Transaction(s) (Instr. 4)	10. Ownership Form of Derivative Security: Direct (D) or Indirect (I) (Instr. 4)	11. Nature of Indirect Beneficial Ownership (Instr. 4)
				Code	V		Date Exercisable	Expiration Date	Title	Amount or Number of Shares				
Class B Common Stock	(19)	1/14/2021		D		1601941	(19)	(19)	Class A Common Stock	1601941	(1)	0	I	By LLC (20)
Class B Common Stock	(19)	1/14/2021		D		1418619	(19)	(19)	Class A Common Stock	1418619	(1)	0	I	By GRAT 9
Class B Common Stock	(19)	1/14/2021		D		1444569	(19)	(19)	Class A Common Stock	1444569	(1)	0	I	By GRAT 10
Class B Common Stock	(19)	1/14/2021		D		736812	(19)	(19)	Class A Common Stock	736812	(1)	0	I	By GRAT 11

**Explanation of Responses:**

- (1) Pursuant to the Agreement and Plan of Merger (the "Merger Agreement"), dated November 1, 2019, by and among the Issuer, Google LLC ("Google"), and Magnoliophyta Inc. (the "Merger Sub"), the Merger Sub merged with and into the Issuer (the "Merger"), with the Issuer surviving the Merger as a wholly owned subsidiary of Google, effective January 14, 2021 (the "Closing Date"). Pursuant to the Merger Agreement, each share of the Issuer's Class A common stock and Class B common stock was exchanged for \$7.35 in cash (the "Merger Consideration") on the Closing Date.
- (2) Each restricted stock unit ("RSU") represents a contingent right to receive 1 share of the Issuer's Class A Common Stock upon settlement for no consideration.
- (3) 1/12th of the RSUs vested on June 15, 2018, and the remainder vests quarterly thereafter in equal installments, until such time as the RSUs are 100% vested, subject to the continuing employment of the Reporting Person on each vesting date.
- (4) Pursuant to the Merger Agreement, the unvested RSUs were cancelled and converted on the Closing Date into the right to receive an amount in cash, without interest, equal to the product of (a) the Merger Consideration multiplied by (b) the total number of unvested shares subject to the RSUs (the "RSU Consideration"). The payment of the RSU Consideration will be subject to (y) vesting in accordance with the vesting schedule applicable to such unvested RSUs immediately prior to the Closing Date, subject to the Reporting Person remaining employed by or otherwise in service to Google on each applicable vesting date, and (z) the terms and conditions of the Unvested Payment Plan (as such term is defined in the Merger Agreement).
- (5) 1/12th of the RSUs vested on June 15, 2019, and the remainder vests quarterly thereafter in equal installments, until such time as the RSUs are 100% vested, subject to the continuing employment of the Reporting Person on each vesting date.
- (6) 1/4th of the RSUs vested on June 15, 2020, and the remainder vests quarterly thereafter in equal installments, until such time as the RSUs are 100% vested, subject to the continuing employment of the Reporting Person on each vesting date.
- (7) The option is fully vested and exercisable.
- (8) Pursuant to the Merger Agreement, to the extent vested, the option was cancelled and converted on the Closing Date into a cash payment equal to the product of (a) the aggregate number of underlying shares multiplied by (b) the excess of the Merger Consideration over the applicable per share exercise price of the option.
- (9) The option exercise price is equal to or exceeds the Merger Consideration and therefore was automatically cancelled without consideration immediately prior to the Closing Date.
- (10) The option vested as to 1/12th of the total number of shares on June 15, 2017, and thereafter vests as to 1/12th of the total number of shares in equal quarterly installments, subject to the continuing employment of the Reporting Person on each vesting date.
- (11) Pursuant to the Merger Agreement, to the extent vested, the option was cancelled and converted on the Closing Date into a cash payment equal to the product of (a) the aggregate number of underlying shares multiplied by (b) the excess of the Merger Consideration over the applicable per share exercise price of the option. To the extent unvested, the option was converted on the Closing Date into a cash equivalent award valued based on the excess of the Merger Consideration over the option exercise price (the "Option Consideration"). The payment of the Option Consideration will be subject to (y) vesting in accordance with the vesting schedule applicable to the unvested portion of the option immediately prior to the Closing Date, subject to the Reporting Person remaining employed by or otherwise in service to Google on each applicable vesting date, and (z) the terms and conditions of the Unvested Payment Plan (as such term is defined in the Merger Agreement).
- (12) Each performance stock unit ("PSU") represents a contingent right to receive 1 share of the Issuer's Class A common stock upon settlement for no consideration.
- (13) The PSUs were subject to (i) service-based vesting over 3 years with 1/12 vesting quarterly beginning June 15, 2018 and (ii) on each such vesting date, the achievement of a performance-based vesting requirement based on a stock price hurdle equal to or greater than \$8 as determined under set guidelines. Pursuant to the Merger Agreement, however, the PSU will not be subject to any performance-based vesting requirements. See footnote 14 below.
- (14) Pursuant to the Merger Agreement, the PSU will not be subject to any performance-based vesting requirements and shall be subject solely to the service-based vesting requirements applicable to the PSU as of immediately prior to the Closing Date. In addition, to the extent vested, the vested PSU was cancelled and converted on the Closing Date into a cash payment equal to the product of (a) the aggregate number of underlying shares multiplied by (b) the Merger Consideration. To the extent unvested, the unvested PSU was cancelled and converted on the Closing Date into the right to receive an amount in cash, without interest, equal to the product of (i) the Merger Consideration multiplied by (ii) the total number of unvested shares subject to the PSU (the "PSU Consideration").(Continued in footnote 15)
- (15) (Continued from footnote 14) The payment of the PSU Consideration will be subject to (y) vesting in accordance with the vesting schedule applicable to

such unvested PSU immediately prior to the Closing Date, subject to the Reporting Person remaining employed by or otherwise in service to Google on each applicable vesting date, and (z) the terms and conditions of the Unvested Payment Plan (as such term is defined in the Merger Agreement).

- (16) The PSUs were subject to (i) service-based vesting over 3 years with 1/12 vesting quarterly beginning June 15, 2018 and (ii) on each such vesting date, the achievement of a performance-based vesting requirement based on a stock price hurdle equal to or greater than \$10 as determined under set guidelines. Pursuant to the Merger Agreement, however, the PSU will not be subject to any performance-based vesting requirements. See footnote 14 above.
- (17) The PSUs were subject to (i) service-based vesting over 3 years with 1/12 vesting quarterly beginning June 15, 2019 and (ii) on each such vesting date, the achievement of a performance-based vesting requirement based on a stock price hurdle equal to or greater than \$8 as determined under set guidelines. Pursuant to the Merger Agreement, however, the PSU will not be subject to any performance-based vesting requirements. See footnote 14 above.
- (18) The PSUs were subject to (i) service-based vesting over 3 years with 1/12 vesting quarterly beginning June 15, 2019 and (ii) on each such vesting date, the achievement of a performance-based vesting requirement based on a stock price hurdle equal to or greater than \$10 as determined under set guidelines. Pursuant to the Merger Agreement, however, the PSU will not be subject to any performance-based vesting requirements. See footnote 14 above.
- (19) Each share of Class B Common Stock is convertible at any time at the option of the Reporting Person into one share of Class A Common Stock and has no expiration date. The Class B Common Stock will convert automatically into Class A Common Stock on the same basis upon the earlier of: (i) any transfer, whether or not for value, except for certain "Permitted Transfers" as defined in the Issuer's restated certificate of incorporation in effect as of the date hereof, (ii) the affirmative vote of the holders of Class B Common Stock representing not less than a majority of the outstanding shares of Class B Common Stock, or (iii) June 17, 2027.
- (20) The Reporting Person is the manager of the LLC and disclaims beneficial ownership of these shares except to the extent of his pecuniary interest therein. The inclusion of these shares in this report shall not be deemed an admission of beneficial ownership of all of the reported shares for purposes of Section 16 or for any other purpose.

#### Reporting Owners

Reporting Owner Name / Address	Relationships			
	Director	10% Owner	Officer	Other
<b>FRIEDMAN ERIC N. C/O FITBIT, INC. 199 FREMONT STREET, 14TH FLOOR SAN FRANCISCO, CA 94105</b>	<b>X</b>		<b>CTO</b>	

#### Signatures

/s/ Andy Missan, attorney-in-fact

1/14/2021

--Signature of Reporting Person

Date

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

\* If the form is filed by more than one reporting person, *see* Instruction 4(b)(v).

\*\* Intentional misstatements or omissions of facts constitute Federal Criminal Violations. *See* 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, *see* Instruction 6 for procedure.

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