

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

IN RE APPLE iPHONE/iPOD WARRANTY  
LITIGATION.

This Document Relates To:

All Actions

**No. CV-10-01610**

**STIPULATION OF SETTLEMENT  
AND RELEASE OF CLAIMS**

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## **STIPULATION OF SETTLEMENT AND RELEASE OF CLAIMS**

This Stipulation of Settlement and Release of Claims is made by and between Apple Inc., a California corporation, and Charlene Gallion, Christopher Corsi, Raj Johal, Sean Pennington and Meghan White, individually and as representatives of the Settlement Class.

### **I. DEFINITIONS**

1. As used herein, the following terms have the meanings set forth below:

A. “APP” means the AppleCare Protection Plan(s) that pertain to Class Devices.

B. “Apple” means Defendant Apple Inc.

C. “Claim Form” means either a printable form (substantially in the form of Exhibit H) or a web-based fillable form (substantially in the form of Exhibit I).

D. “Claim Submission Deadline” means (1) 75 days after the Notice Date by 9:00 p.m. Pacific time for submissions made online and (2) postmarked 75 days after the Notice Date for submissions by mail.

E. “Claims-Made Settlement Class Members” means Settlement Class Members for whom a Claim Form is necessary to process a payment from the Settlement Fund.

F. “Class Actions” means the Federal Actions and State Action, combined.

G. “Class Counsel” means Fazio | Micheletti LLP; Chemicles & Tikellis LLP; The Kralowec Law Group; the Law Offices of Earl L. Bohachek; Chavez & Gertler LLP; Cafferty Clobes Meriwether & Sprengel LLP; Shepherd, Finkelman, Miller & Shah LLP; Bohrer Law Firm LLC; Keogh, Cox & Wilson; and Heins Mills & Olson, P.L.C.

H. “Class Device” means any model iPhone or iPod touch device that was the subject of a warranty claim that was denied based on Apple’s Former Liquid Damage Policy during the Relevant Time Period.

I. “Class Notice” means notice of the Settlement Agreement to the Settlement Class in the manner described in section VI, below, subject to approval by the Court.

J. “Class Notices” refers collectively to the various forms of Class Notice (e.g., emailed notice, published notice, detailed notice).

K. “Class Representatives” means Charlene Gallion, Christopher Corsi, Raj Johal, Sean Pennington, and Meghan White.

L. “Co-Escrow Agents” of the Counsel Fee and Expense Reimbursement Fund means Fazio | Micheletti LLP; Chimicles & Tikellis LLP; and Cafferty Clobes Meriwether & Sprengel LLP.

M. “Co-Lead Class Counsel” means Fazio | Micheletti LLP and Chimicles & Tikellis LLP.

N. “Conditional Approval Order” means an order preliminarily approving this Stipulation of Settlement and Release of Claims, substantially in the form of Exhibit K.

O. “Counsel Fee and Expense Reimbursement Fund” means the fund described in ¶ 48 below.

P. “Direct-Payment Settlement Class Member” means a Settlement Class Member whose payment from the Settlement Fund can be processed without the need for submission of a Claim Form.

Q. “Effective Date” means the first day after which all of the following events and conditions of this Settlement Agreement have been met or have occurred: (a) the Court has entered a Judgment (as defined in ¶ 52, below) approving the settlement; (b) the Judgment has become final (“Final”) in that the time for appeal or writ has expired or, if an appeal and/or petition for review is taken and the Settlement is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired (if the Judgment is set aside, materially modified, or overturned by the trial court or on appeal, and is not fully reinstated on further appeal, the Judgment shall not become Final); and (c) the court in the State Action has entered an order dismissing the State Action. In the event of an appeal or other effort to obtain review, the Parties may jointly agree in writing to deem the Effective Date to have occurred; however, there is no obligation to agree to advance the Effective Date.

R. “Federal Actions” means *Gallion v. Apple Inc.*, No. CV-10-01610 (N.D. Cal.), *Corsi v. Apple Inc.*, No. CV-10-03316 (N.D. Cal.), and *Calix v. Apple Inc.*, No. CV-10-0676 (M.D. La.), which have been consolidated as *In re Apple iPhone/iPod Warranty Litigation*, No. CV-10-01610 (N.D. Cal.).

S. “Federal Plaintiffs” means Charlene Gallion, Christopher Corsi, and Raj Johal.

T. “Federal Plaintiffs’ Counsel” means Fazio | Micheletti LLP; Chimicles & Tikellis LLP; The Kralowec Law Group; the Law Offices of Earl L. Bohachek; Shepherd, Finkelman, Miller & Shah LLP; Bohrer Law Firm LLC; Keogh, Cox & Wilson; and Heins Mills & Olson, P.L.C.

U. “Final Approval Hearing” means the hearing at which the Court will consider all papers and evidence submitted in support of, and any objections submitted in opposition to, final approval of the Settlement Agreement and Class Counsel’s motion for attorneys’ fees, litigation expense reimbursement, and incentive award for Class Representatives.

V. “Former Liquid Damage Policy” means Apple’s policy of denying coverage under the Standard Warranty and/or the APP for (i) an iPhone whose headphone jack and/or dock connector LCI was pink or red when presented for repair or replacement on or before December 31, 2009, or (ii) an iPod touch whose headphone jack LCI was pink or red when presented for repair or replacement on or before June 30, 2010.

W. “LCI” is a collective reference to the Liquid Contact Indicator and the Liquid Submersion Indicator.

X. “Liquid Contact Indicator” is the name Apple used from December 22, 2009, to the present to describe the Water Contact Indicator Tape it purchased from 3M Company and installed in, *inter alia*, a location visible through the headphone jack of all Class Devices and adjacent to the dock connector of the iPhone 3G and iPhone 3GS.

Y. “Liquid Submersion Indicator” is the name Apple used before December 22, 2009, to describe the Water Contact Indicator Tape it purchased from 3M Company and

installed in, *inter alia*, a location visible through the headphone jack of all Class Devices and adjacent to the dock connector of the iPhone 3G and iPhone 3GS.

Z. “Net Settlement Fund” means the balance of the Settlement Fund after payment of all attorneys’ fees, litigation expense reimbursements, and incentive awards to Class Representatives awarded by the Court.

AA. “Notice Date” means the last date on which Published Notice is published.

BB. “Parties” means the parties to this Settlement Agreement.

CC. “Plaintiffs” means Charlene Gallion, Christopher Corsi, Raj Johal, Sean Pennington, and Meghan White.

DD. “Published Notice” means publication of the notice of the proposed Settlement Agreement, as set forth in ¶ 30 below.

EE. “Released Persons” means Apple and each of its past or present directors, officers, employees, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, affiliates, parents, subsidiaries, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, related companies, and divisions, and each of their predecessors, successors, heirs, and assigns.

FF. “Releasing Persons” means Plaintiffs, each Settlement Class Member, and their respective heirs, executors, administrators, representatives, agents, partners, successors, and assigns.

GG. “Relevant Time Period” means (1) on or before December 31, 2009, for any iPhone device and (2) on or before June 30, 2010, for any iPod touch device.

HH. “Settlement Administrator” means Kurtzman Carson Consultants LLC (“KCC”).

II. “Settlement Agreement” means the terms and conditions set forth in this Stipulation of Settlement and Release of Claims.

JJ. “Settlement Class” means all United States residents who are or were owners of a Class Device (a) that was tendered to Apple in the United States for repair or replacement during the Relevant Time Period; (b) at the time of tender, the Class Device was within either the one-year limited warranty period or, if covered by an AppleCare Protection Plan, the two-year plan coverage period; and (c) repair or replacement of the tendered Class Device was denied by Apple on the basis of Apple’s Former Liquid Damage Policy. The Settlement Class excludes counsel for the parties and members of their immediate families; Apple; any entity in which Apple has a controlling interest; Apple’s directors, officers, and employees; Apple’s legal representatives, successors, and assigns; the presiding Judges in the Federal and State Actions; and all persons who validly request exclusion from the Settlement Class.

KK. “Settlement Class Member” means each member of the Settlement Class.

LL. “Settlement Fund” means \$53,000,000 (fifty-three million dollars) in cash that Apple has agreed to deposit into a non-reversionary settlement fund that is FDIC-insured and administered by the Settlement Administrator, subject to the control and jurisdiction of the Court, from which all Settlement Class Members’ claims, all attorneys’ fees and litigation expense reimbursements sought by Class Counsel, and any incentive awards to Class Representatives will be paid.

MM. “Settlement Website” means the website established by the Settlement Administrator for the purpose of this Settlement.

NN. “State Action” means *Pennington, et al. v. Apple Inc.*, Case No. 1-10-CV-162659 (Cal. Super. Ct., Santa Clara Cty.).

OO. “State Plaintiffs’ Liaison Counsel” means Cafferty Clobes Meriwether & Sprengel LLP.

PP. “State Plaintiffs’ Counsel” means Chavez & Gertler LLP and Cafferty Clobes Meriwether & Sprengel LLP.

QQ. “State Plaintiffs” means Sean Pennington and Meghan White.

RR. “Standard Warranty” means the one-year warranty that Apple includes with the purchase of all Class Devices.

SS. “Triggered LCI” is Apple’s definition for an LCI that has turned pink or red.

TT. “Triggered Headphone Jack LCI” means a Triggered LCI in a location visible through the headphone jack of all Class Devices.

UU. “Triggered Dock LCI” means a Triggered LCI located adjacent to the dock connector of the iPhone 3G and iPhone 3GS.

VV. “Warranty Claim” means a claim tendered to Apple for the purpose of repairing or replacing a Class Device pursuant to the Standard Warranty or an applicable APP.

## II. RECITALS

This Settlement Agreement is made for the following purposes and with reference to the following facts:

2. **The Federal Actions.** The complaint in *Gallion v. Apple Inc.*, No. CV-10-01610 (N.D. Cal.), was filed on April 15, 2010. The complaint in *Corsi v. Apple Inc.*, No. CV-10-03316 (N.D. Cal.), was filed on July 28, 2010. The complaint in *Calix v. Apple Inc.*, No. CV-10-0676 (M.D. La.), was filed on September 7, 2010. On December 1, 2010, Apple removed the *Calix* action to the United States District Court for the Middle District of Louisiana, and the case was subsequently ordered transferred to the United States District Court for the Northern District of California on December 28, 2010. Because Plaintiff Calix’s warranty was not denied pursuant to Apple’s Former Liquid Damage Policy, Mr. Calix is not a signatory to this Settlement Agreement, and his individual claim is in no way compromised, resolved, dismissed, or released in any matter by execution of this Settlement Agreement; and he shall not be considered a Settlement Class Member nor have any rights, duties, obligations, or benefits arising from this Settlement Agreement.

3. ***In re Apple iPhone/iPod Warranty Litigation.*** The Court issued an order relating the *Gallion* and *Corsi* cases on August 13, 2010. On December 29, 2010, the Court consolidated



*Gallion, Corsi, and Calix* and retitled the consolidated action *In re Apple iPhone/iPod Warranty Litigation*, which bears the same case number as the *Gallion* action (No. CV-10-01610). The same day, the Court appointed Fazio | Micheletti LLP and Chimicles & Tikellis LLP as Interim Co-Lead Class Counsel. On June 30, 2011, the Federal Plaintiffs filed an Amended Master Complaint (the “Federal Complaint”). The Federal Complaint was brought on behalf of a proposed nationwide class of iPhone and iPod touch owners and alleged that Apple improperly denied warranty coverage based on Triggered Headphone Jack and/or Dock LCIs. The Federal Complaint alleged claims for breach of contract (and the implied covenant of good faith and fair dealing), common-law fraud, and unjust enrichment; for violations of the Song-Beverly Consumer Warranty Act, Cal. Civ. Code §§ 1790-1793.2 (“Song-Beverly”), the Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750-1784 (“CLRA”), and the Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200-17209 (“UCL”); and sought declaratory relief, injunctive relief, and damages.

**4. The State Action.** The complaint in *Pennington, et al v. Apple Inc.*, Case No. 1-10-CV-162659 (Cal. Super. Ct., Santa Clara Cty.) was filed on January 29, 2010; a First Amended Complaint was filed on January 28, 2011 and a Second Amended Complaint (the “State Complaint”) was filed on January 5, 2012. The State Complaint was brought on behalf of a proposed California class of iPhone and iPod touch owners and alleged that Apple improperly denied warranty coverage based on Triggered Headphone Jack and/or Dock LCIs. The State Complaint alleged claims for violations of the CLRA and the UCL and for breach of warranty, breach of the implied covenant of good faith and fair dealing, and unjust enrichment, and sought declaratory relief, injunctive relief, and damages.

**5.** Federal Plaintiffs’ Counsel and State Plaintiffs’ Counsel coordinated their efforts with respect to discovery from Apple, and both participated in the mediation and settlement negotiation process that resulted in this Settlement Agreement for the common benefit of the Settlement Class.

6. Apple answered the complaints filed in the Federal Actions and in the State Action by denying the allegations therein, and alleging various affirmative defenses. Apple disputes the claims alleged in the Federal Actions and the State Action and does not by this Settlement Agreement admit any liability or wrongdoing whatsoever. Apple has agreed to enter into this Settlement Agreement to avoid the further expense, inconvenience, and distraction of burdensome litigation.

7. Apple's Former Liquid Damage Policy was changed (a) in or about December 2009 for iPhone and (b) in or about June 2010 for iPod touch, to provide that a Warranty Claim should not be denied based solely on a Triggered Headphone Jack LCI and/or a Triggered Dock LCI.

8. The Parties desire to settle the Class Actions on behalf of consumers whose Warranty Claims were denied pursuant to Apple's Former Liquid Damage Policy on or before December 31, 2009 (for the iPhone), and on or before June 30, 2010 (for the iPod touch), in their entirety with respect to all potential claims arising out of the facts that were or could have been alleged in the Federal Actions and the State Action. The Parties intend this Settlement Agreement to bind the Released Persons and the Releasing Persons, including all members of the Settlement Class who do not specifically and timely request exclusion from the Class Actions.

### **III. DISCOVERY EFFORTS; SETTLEMENT NEGOTIATIONS**

9. Class Counsel have conducted an extensive investigation regarding the facts and the law relevant to the claims and defenses in this case. Before commencing the Class Actions and during settlement negotiations, Class Counsel and, where relevant, their consultants conducted a thorough examination and evaluation of the facts and relevant law to assess the merits of Plaintiffs' claims and potential claims and to determine how best to serve the interests of the class. After litigation commenced, the Federal and State Plaintiffs' Counsel conducted extensive party discovery on issues that included but were not limited to Class Device and LCI functionality, Apple's policies and procedures, and damages issues, which included propounding multiple sets of document demands and requests for production, interrogatories, and requests for

admissions on Apple. Apple produced more than 265,000 pages of documents, which Class Counsel reviewed and analyzed. Plaintiffs also deposed the witnesses Apple designated to testify on its behalf about virtually every issue in the litigation in response to deposition notices that were served pursuant to Federal Rule of Civil Procedure 30(b)(6) and California Code of Civil Procedure §§ 2025.010 and 2025.230.

10. In addition, there was extensive third-party discovery which ultimately resulted in the production of an additional 77,000 pages of documents and depositions of third-party witnesses.

11. The Federal Plaintiffs retained two expert consultants who assisted them in evaluating the evidence and the technical issues arising from it, for the purpose of preparing for class certification and trial. The State Plaintiffs retained an expert consultant who assisted them in evaluating the evidence and technical issues and preparing the case for litigation.

12. Plaintiffs' efforts resulted in Class Counsel obtaining the information necessary to permit Class Counsel and the Class Representatives to thoroughly assess the merits of their stated and potential claims and Settlement Class Members' potential damages, to thoroughly evaluate the merits of Apple's defenses, and to prepare extensive briefs, statements, and presentations pertaining to their claims, Apple's defenses, and class certification issues, which were used in connection with the prosecution of this litigation, claims and in mediation, and to negotiate a settlement.

13. Extensive settlement discussions took place with the assistance of two well-respected mediators, the Honorable Edward Infante (retired) and Catherine Yanni, both of JAMS. One or both mediators presided over six full-day or longer mediation sessions beginning in October 2011 and continuing through April 2012. One or both mediators also presided over or assisted with numerous settlement-related telephone conferences with all Parties, as well as with counsel for Apple and Class Counsel separately. During this time, the Parties continued to engage in formal party and third-party discovery, as well as informal discovery, which took place with the assistance of one or both of the mediators.

14. The Federal Plaintiffs and State Plaintiffs prosecuted their respective actions against Apple for the common benefit of members of the Settlement Class, coordinated their efforts regarding discovery from Apple, and both participated in the settlement negotiations and mediations with Apple.

15. Class Counsel and the Class Representatives believe that the claims asserted in the Class Actions have substantial merit. Class Counsel, on behalf of the Settlement Class, have agreed to settle the Class Actions pursuant to the provisions of this Settlement Agreement after considering, among other things: (a) the substantial benefits to Plaintiffs and the Settlement Class under the settlement; (b) the attendant difficulties, inherent risks, and uncertainty of litigation in complex cases such as these (which include complex claims, many of which have raised issues of first impression), including certifying and maintaining a national class through trial and appeal, as well as the delays inherent in such litigation; and (c) the desirability of consummating this settlement to provide substantial relief to Plaintiffs and the Settlement Class now, as opposed to several years from now, after trial and following the resolution of any appeals. Class Counsel agreed to the settlement only after being satisfied that their efforts in settlement discussions, including settlement discussions with the assistance of the Honorable Edward Infante (retired) and Catherine Yanni of JAMS, had achieved a maximum settlement recovery for the Settlement Class.

16. In consideration of all of these circumstances, Class Counsel and the Class Representatives have concluded that the proposed settlement set forth in this Settlement Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

17. **NOW, THEREFORE**, in light of the foregoing, for good and valuable consideration, the Parties, and each of them, hereby warrant, represent, acknowledge, covenant, and agree, subject to approval by the Court, as follows:

#### **IV. CONSIDERATION; SETTLEMENT BENEFITS**

18. Within fifteen (15) banking days after the Effective Date, Apple shall deposit \$53,000,000 (fifty-three million dollars) as the Settlement Fund in full settlement of the claims of

the Settlement Class; provided, however, that Apple shall separately pay notice and administration costs as set forth in ¶ 21 below. The Settlement Fund shall be used to pay Class Counsel's attorneys' fees and litigation expense reimbursement and Class Representative incentive awards, as ordered by the Court. The Net Settlement Fund shall then be distributed to Settlement Class Members in accordance with the plan of allocation described in ¶ 33 below. To the extent there is a balance remaining in the Net Settlement Fund after the parties use their best efforts to fully compensate Settlement Class Members, such balance shall be equally distributed *cy pres* at the conclusion of the claims administration process to the recipients set forth in Exhibit J hereto and approved by the Court. In the event that one or more of the recipients set forth in Exhibit J do not receive Court approval, the balance remaining in the Net Settlement Fund shall be equally distributed to the approved recipients.

19. The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as such sums shall be paid out, distributed, or returned pursuant to the terms of this Settlement Agreement or further order of the Court.

20. The Parties hereto agree that the Settlement Fund is intended to be part of a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1 and that the Settlement Administrator, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all such informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) with respect to the Settlement Fund. Such returns shall be consistent with this paragraph and in all events shall reflect that all taxes, if any, with respect to the Settlement Fund shall be paid from the Settlement Fund. The Settlement Administrator shall also be solely responsible for causing payment to be made from the Settlement Fund of any taxes owed with respect to the Settlement Fund. Apple and Co-Lead Class Counsel agree to provide promptly to the Settlement Administrator the statement described in Treasury Regulation § 1.468B-3(e). The Settlement Administrator, as

administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3)(i)-(iv), with the cooperation of Co-Lead Class Counsel and counsel for Apple, if necessary, shall timely make such elections as are necessary or advisable to carry out this paragraph, including, as necessary, making a “relation back election,” as described in Treasury Regulation § 1.468B-1(j), to cause the Qualified Settlement Fund to come into existence at the earliest allowable date, and shall take or cause to be taken all such actions as may be necessary or appropriate in connection therewith. Apple, the Settlement Administrator, and Class Representatives and Class Counsel shall have no responsibility with respect to taxes owed by Settlement Class Members who receive distributions from the Net Settlement Fund.

21. Separate from and in addition to the \$53,000,000 to be deposited as the Settlement Fund, Apple shall pay all costs of notice and costs of administration of this Settlement Agreement as set forth in sections VI and VII below, including preparation and distribution of Class Notice and the CAFA notice required by 28 U.S.C. § 1715(b), and taking the steps necessary to process, administer, and audit claims and make payments to qualified Settlement Class Members. In the event that the Court orders that class notice be distributed in a manner different and/or more costly than that described below, the Parties shall use good-faith efforts to reach a mutually acceptable agreement as to the manner in which such class notice shall be paid for and carried out.

## **V. CERTIFICATION OF THE SETTLEMENT CLASS**

22. **Stipulation Regarding Conditional Certification.** The Parties stipulate and agree that, subject to Court approval, the Settlement Class described in ¶ 1(JJ) above should be conditionally certified solely for purposes of effectuating the terms and conditions of the Settlement Agreement. If, for any reason, this Settlement Agreement is not approved by the Court, the stipulation for certification and all of the terms and conditions contained herein shall be considered null and void and may not be referred to or used as evidence, or for any other purpose whatsoever, in the Class Actions or any other action or proceeding, and the Parties shall

return to their respective positions as of the date on which this Settlement Agreement was executed.

## **VI. NOTICE AND SETTLEMENT ADMINISTRATION**

**23.** All decisions regarding notice and settlement administration shall be made jointly between Apple and Class Counsel. Class Counsel shall have the ability to communicate with the Settlement Administrator without restriction and without the need to include Apple in those communications.

**24.** Within 10 days after entry of the Conditional Approval Order, Apple shall produce to the Settlement Administrator (a) the names, postal addresses, and email addresses of potential Settlement Class Members and (b) the device type and configuration of Direct-Payment Settlement Class Members' devices eligible for a payment from the Net Settlement Fund to enable the Settlement Administrator to determine the amount of such payment as set forth below. Apple will take all reasonable steps necessary to compile this information, including searching all available Apple customer contact databases. Apple will coordinate with the Settlement Administrator to produce the foregoing information in a format usable by the Settlement Administrator.

**25.** The Settlement Administrator shall utilize at least the following services/methods to update the address information supplied by Apple: (a) NCOA, and (b) Accurint.

### **26. Notice to Direct-Payment Settlement Class Members.**

**(a)** For each Direct-Payment Settlement Class Member for whom the Settlement Administrator has a postal mailing address, the Settlement Administrator shall send a postcard Class Notice via United States mail in the form attached hereto as Exhibit D. The Settlement Administrator shall also email Class Notice (in the form attached hereto as Exhibit C), in a manner that the Settlement Administrator deems most likely to reach the intended recipients' email in-box, to each Direct-Payment Settlement Class Member's email address(es), regardless of whether Class Notice has also been sent to his/her mailing address.

(b) For each Direct-Payment Settlement Class Member for whom the Settlement Administrator does not have a postal mailing address, the Settlement Administrator shall email Class Notice (in the form attached hereto as Exhibit E), in a manner that the Settlement Administrator deems most likely to reach the intended recipient's email in-box, to each Direct-Payment Settlement Class Member's email address(es).

(c) Apple and Class Counsel may jointly agree to additional communications necessary to obtain or confirm current mailing addresses in order to effectuate payments to Direct-Payment Settlement Class Members.

**27. Notice to Claims-Made Settlement Class Members.** Each Claims-Made Settlement Class Member shall be sent Class Notice by email, in the form attached hereto as Exhibit F, in a manner that the Settlement Administrator deems most likely to reach the intended recipient's email in-box. In the event an email Class Notice is returned as undeliverable and Apple has a postal mailing address for the Settlement Class Member, the Settlement Administrator shall update the postal mailing address pursuant to the protocol established in ¶ 25 above and shall mail a postcard Class Notice (in the form attached hereto as Exhibit G) to the Settlement Class Member via United States mail.

**28.** The Parties agree to, and will request approval by the Court of, the forms and methods of notice to the Settlement Class as set forth herein. Copies of the Detailed Notice and the claim form and instructions substantially in the forms attached hereto as Exhibits A and H (as approved by the Court) shall be posted and available for download on the Settlement Website maintained by the Settlement Administrator, and shall be mailed upon request at no charge to Settlement Class Members who call a toll-free number to be established at Apple's expense (the "Toll-Free Number"). The Toll-Free Number shall include an interactive voice response system, which shall provide answers to frequently asked questions. The Toll-Free Number shall also include an option that will enable a Settlement Class Member to be connected to an operator during regular business hours if the Settlement Class Member is unable to obtain an answer to



his or her question via the interactive voice response system or requires assistance in filling out his/her Claim Form.

**29.** In addition, the Settlement Website shall include at least the following documents: The Settlement Agreement, the most recent Federal and State Complaints, papers in support of preliminary and final settlement approval and Class Counsel's petition for attorneys' fees, expense reimbursement and Class Representative incentive awards, plus related orders of the Court, and all documents necessary for Claims-Made Settlement Class Members to submit a claim, including a web-based fillable claim form, a printable claim form, and a web-based mechanism for all Settlement Class Members to provide and/or update their postal mailing addresses. The Claim Forms shall remain available on the Internet until the Claim Submission Deadline has passed.

**30.** Apple shall cause a copy, substantially in the form attached hereto as Exhibit B, of the Published Notice to be published once in *USA Today*, a newspaper of national circulation, and once on a different date in *Macworld*, a magazine of national circulation. The Published Notice shall not be less than 1/4 of a page in *Macworld* and not less than 1/8 of a page in *USA Today*. The Published Notice shall include the address of the Settlement Website and the Toll-Free Number.

**31.** The Class Notice shall provide a procedure for Settlement Class Members to request exclusion from the Settlement Class or object to the proposed settlement and/or fee request and/or to be represented by counsel of their choice at their own expense. Requests for exclusion shall be mailed to the Settlement Administrator and postmarked no later than twenty-five (25) days prior to the Final Approval Hearing (or such date as is set by the Court). Any Settlement Class Member who does not timely and validly request exclusion shall remain a Settlement Class Member and shall be bound by the terms of this Settlement Agreement. Objections shall be filed with the Court and served on Co-Lead Class Counsel, Apple, and the Settlement Administrator no later than twenty-five (25) days prior to the Final Approval Hearing (or such date as is set by the Court).

32. Following the final date for Settlement Class Members to exclude themselves from the Settlement Class, and no less than fourteen (14) days prior to the Final Approval Hearing, the Settlement Administrator shall give written notice to Apple and to Co-Lead Class Counsel of the total number of Settlement Class Members who have elected to exclude themselves from the Settlement Class. If more than 4,000 Settlement Class Members who appear on the class notice list elect to exclude themselves from the Settlement Class, Apple, in its sole discretion, may elect to reject this settlement and, in that case, the entire Settlement Agreement shall be null and void. Alternatively, Apple may elect to waive this condition and proceed with the Settlement Agreement. Apple shall notify Co-Lead Class Counsel in writing of its election no less than seven (7) days prior to the Final Approval Hearing.

#### VII. CLAIMS PROCESS AND ADDITIONAL NOTICE PROVISIONS

33. **Allocation of Settlement Funds.** Each Direct-Payment Settlement Class Member for whom the Settlement Administrator has a current postal mailing address and each Claims-Made Settlement Class Member who submits a valid claim approved by the Settlement Administrator will receive a proportionate share of the Net Settlement Fund. Each eligible Settlement Class Member's proportionate share will be determined by the type (*i.e.*, iPhone, iPhone 3G, iPhone 3GS, iPod touch) and configuration (*i.e.*, 4, 8, 16, 32 or 64 gigabytes) of the device for which the Settlement Class Member sought warranty coverage from Apple, as reflected by the chart below. These amounts represent the average amounts paid to Apple for replacement of each device type and configuration. The exact amount that each eligible Settlement Class Member will receive may be higher or lower than the amounts shown below depending on the total number of Settlement Class Members eligible for payment and the type and configuration of their devices. However, no Settlement Class Member will receive a payment for more than 200% of the amount shown below for their device type and configuration.

Device Type & Configuration	Amount
iPhone	

4GB	\$215
8GB	\$260
16GB	\$300
iPhone 3G	
8GB	\$215
16GB	\$215
iPhone 3GS	
16GB	\$215
32GB	\$215
iPod touch	
8GB	\$160
16GB	\$215
32GB	\$265
iPod touch (2 <sup>nd</sup> Gen)	
8GB (Sep '08)	\$125
8GB (Sep '09)	\$105
16GB	\$160
32GB	\$210
iPod touch (3 <sup>rd</sup> Gen)	
32GB	\$160
64GB	\$215

There will be only one cash payment per device (as identified by its unique serial number).

**34. Direct-Payment Settlement Class Members.** Direct-Payment Settlement Class Members must ensure that the Settlement Administrator timely receives their current postal address, and may be asked to either verify the accuracy of their postal mailing information or supply their postal mailing information. So long as the postal mailing information reflected on their Class Notice is accurate and current, the Direct-Payment Settlement Class Members shall

not be required to respond or to submit any claim in order to receive a payment from the Net Settlement Fund. Direct-Payment Settlement Class Members for whom the Settlement Administrator does not have a current postal mailing address will be required to supply a current postal mailing address, but will not otherwise be required to make a claim or submit a Claim Form. The deadline for supplying a current postal mailing address shall be the Claim Submission Deadline. Once the Claim Submission Deadline has passed and all claims have been processed and verified and persons whose claims have been denied have been given the opportunity to challenge the denial per the terms of this Settlement Agreement, each Direct-Payment Settlement Class Member for whom the Settlement Administrator has a current postal mailing address shall be sent a settlement check representing that Settlement Class Member's pro rata share of the Net Settlement Fund based on the allocation plan above.

**35. Claims-Made Settlement Class Members.** Claims-Made Settlement Class Members shall be required to submit a valid Claim Form as a prerequisite to receiving a distribution from the Net Settlement Fund. Claims-Made Settlement Class Members shall have the option of (a) completing and submitting a claim form entirely online via the Settlement Website (without the need to print and scan or upload a claim form), or (b) printing a claim form online from the Settlement Website which they may complete and submit through the mail, or (c) requesting that a claim form be mailed to them by the Settlement Administrator, which they may complete and submit through the mail. Claims-Made Settlement Class Members must, at a minimum, affirm in the Claim Form: (a) that they were denied warranty coverage under Apple's Former Liquid Damage Policy while the Standard Warranty and/or APP warranty (whichever is applicable to the transaction at issue) was in effect; (b) the approximate month and year when they were denied warranty coverage; (c) the location of the Apple Retail Store at which they were denied warranty coverage; and (d) either (i) the serial number of their Class Device, or (ii) additional information sufficient to allow the Settlement Administrator to identify the serial number of their Class Device.

**36.** At the request of the Settlement Administrator and upon the provision of the necessary information to it, Apple will use reasonably available information from its customer records to search for and attempt to identify the serial number(s) of any potentially qualifying device(s) owned by a Claims-Made Settlement Class Member who submits a Claim Form without providing a Class Device serial number but who provides other identifying information requested in the Claim Form. Apple will provide any such information it locates to the Settlement Administrator. All claims are subject to audit, review and validation by the Settlement Administrator. Apple will provide the Settlement Administrator with reasonable assistance and reasonably available information from its customer records to assist in this process. Class Counsel shall have the right to review and provide input concerning the Settlement Administrator's process for the auditing, review and validation or rejection of claims.

**37. Claims Period.** To be valid, Claim Forms and any required supporting documentation must be submitted by the Claim Submission Deadline.

**38. Distribution of Settlement Checks.** The Settlement Administrator shall take appropriate follow-up steps with respect to any Settlement Class Member who has not deposited or cashed their settlement check within 30 and 60 days of mailing.

**39. Settlement Administration; Invalid or Incomplete Claims.** The Settlement Administrator shall, in good faith, administer the process of receiving, handling, processing, and paying claims. Decisions regarding claims administration and notice shall be jointly made by Apple and Class Counsel. Class Counsel shall have the right to discuss all aspects of notice, claims administration, and implementation of the settlement with Apple and the Settlement Administrator, including but not limited to the settlement administration process and the treatment of individual Class Members' claims under ¶ 36 of this Settlement Agreement. The Settlement Administrator shall have the right to reject any claims deemed to be fraudulent, insufficient, or incomplete, pursuant to criteria discussed with and agreed upon by the Parties.

**40. Defective or Incomplete Claims; Cure Period.** For defective or incomplete claims, the Settlement Administrator will mail the Settlement Class Member a written notice of

the additional information required for the Claim Form to be valid (a “Cure Notice”). The Settlement Class Member may cure the defective or incomplete claim by providing the information requested in the Cure Notice, by mail, within 30 days of the date of mailing of the Cure Notice. The 30-day cure period may extend after the end of the period for submission of Claim Forms so long as the original Claim Form was timely submitted.

**41. Disputed Claims.** On at least a quarterly basis after the commencement of claims fulfillment, the Settlement Administrator will provide Class Counsel with a list of rejected Claims (including each Class Member’s name, address, and telephone number and the reason for rejection). Class Counsel shall have a reasonable opportunity to inspect originals or copies of the Claim Forms. Counsel for the Parties will first attempt to resolve any disputes concerning rejected claims informally between themselves. If counsel cannot reach agreement, the claims will be submitted to the Court for determination.

## **VIII. OBTAINING COURT APPROVAL OF THE AGREEMENT**

**42.** Upon full execution of this Settlement Agreement, the Parties shall take all necessary steps to obtain the Conditional Approval Order from the Court, granting conditional certification of the Settlement Class, granting preliminary approval of this Settlement Agreement, and approving the forms and methods of notice to the Settlement Class and the claims process and plan of allocation set forth herein. The Conditional Approval Order shall further set a date for a Final Approval Hearing at which the Court will determine, *inter alia*, whether the requirements for certification of the Settlement Class have been met; whether the proposed settlement should be finally approved as fair, reasonable, adequate, and in the best interests of the Settlement Class Members; whether the award of fees and litigation expense reimbursement to Class Counsel should be approved; whether incentive awards should be paid to the Class Representatives; and whether a final judgment should be entered dismissing the Federal Actions on the merits and with prejudice.

**43.** Upon full execution of this Settlement Agreement, the Parties shall also take all necessary steps to obtain an Order from the Court in the State Action substantially in the form of

Exhibit N hereto staying the State Action, and Exhibit O dismissing the State Action on the Effective Date.

44. This Settlement Agreement includes a release that covers all claims asserted against Apple in the State Action. The Parties agree that members of the proposed class in the State Action are members of the proposed nationwide Settlement Class and shall receive the relief provided in the Settlement Agreement to resolve their claims against Apple. The motions for Class Representative incentive awards, Class Counsel attorneys' fees, and litigation expense reimbursement in the Federal Actions shall encompass and resolve the claims of State Plaintiffs for Class Representative incentive awards, and for State Plaintiffs' Counsel's attorneys' fees and expense reimbursement.

45. If at any point the Court does not approve this Settlement Agreement, the Settlement Agreement shall terminate and be of no force or effect, unless the Parties voluntarily agree in writing to modify this Settlement Agreement in the manner necessary to obtain Court approval.

**IX. PAYMENT OF ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES TO CLASS COUNSEL**

46. Class Counsel have prosecuted the Class Actions on a fully-contingent basis since inception without compensation and without receiving reimbursement for their out-of-pocket litigation expenses.

47. Class Counsel will apply for an award of attorneys' fees and reimbursement of reasonable litigation expenses based on a percentage (up to, but not more than, 30 percent) of the \$53,000,000 Settlement Fund, as provided by applicable law. Class Counsel will also seek an incentive award for each Class Representative of no more than \$5,000 per Class Representative (with the State Plaintiffs receiving a single joint award as husband and wife), which shall also be paid out of the Settlement Fund. The Parties have not entered into a "clear-sailing" agreement. While Apple agrees that Class Counsel are entitled to reasonable attorneys' fees and reimbursement of their litigation expenses, Apple is free to object to Class Counsel's motion for

an award of attorneys' fees, litigation expenses, and incentive awards, and no recitations in this Settlement Agreement are intended to limit the bases of Apple's objection to such motion in any way.

**48.** Any amount awarded by the Court for attorneys' fees and reasonable litigation expenses (the "Counsel Fee and Expense Reimbursement Award") shall be paid as set forth in ¶ 51 below from the Settlement Fund into an escrow or other account (*i.e.*, the Counsel Fee and Expense Reimbursement Fund) for the benefit of Class Counsel, including both Federal Plaintiffs' Counsel and State Plaintiffs' Counsel. Co-Lead Class Counsel and State Plaintiffs' Liaison Counsel shall serve as Co-Escrow Agents or co-account holders for the Counsel Fee and Expense Reimbursement Fund. Apple shall have no other responsibility for the payment of any attorneys' fees or litigation expenses in the Federal Actions or the State Action, and Apple shall have no responsibility for the allocation of the attorneys' fees or costs awarded among Class Counsel. Class Counsel shall promptly provide to the Settlement Administrator any tax information that is reasonably necessary for the payment of attorneys' fees and costs to the Counsel Fee and Expense Reimbursement Fund.

**49.** The Counsel Fee and Expense Reimbursement Award will be allocated between Federal Plaintiffs' Counsel and State Plaintiffs' Counsel with the unanimous written approval of Co-Lead Class Counsel and State Liaison Plaintiffs' Counsel. Allocation of the Counsel Fee and Expense Reimbursement Award among Federal Counsel shall be made by Co-Lead Class Counsel, and allocation of the Counsel Fee and Expense Reimbursement Award among State Plaintiffs' Counsel shall be made by State Plaintiffs' Liaison Counsel. Any unresolved disputes related to allocations related to the Counsel Fee and Expense Reimbursement Award shall be submitted to the Court for resolution.

**50.** Apple shall not be liable for any additional fees or expenses of Plaintiffs or any Settlement Class Member in connection with the Class Actions. Class Counsel agree that they will not seek any additional fees or costs from Apple or from the Settlement Fund in connection with the Class Actions or the settlement of the Class Actions. Apple expressly agrees that it will



not seek to recover its court costs, attorneys' fees, or expenses once the courts enter dismissal of the Class Actions.

**51.** No later than twenty (20) banking days following the Effective Date, the Settlement Administrator shall transfer the Counsel Fee and Expense Reimbursement Award by wire transfer from the Settlement Fund into the Counsel Fee and Expense Reimbursement Fund. Plaintiffs and Class Counsel agree to provide the Settlement Administrator all identification information necessary to effectuate the payment of the Counsel Fee and Expense Reimbursement Award, including, but not limited to, Taxpayer Identification Number(s), completed Internal Revenue Service Form W-9(s), and wire transfer information.

**X. FINAL JUDGMENT APPROVING SETTLEMENT AND DISMISSING CLAIMS OF SETTLEMENT CLASS MEMBERS WITH PREJUDICE; RELEASE OF CLAIMS BY SETTLEMENT CLASS MEMBERS**

**52. Entry of Final Judgment.** Upon the Court's approval of this Settlement Agreement, an order approving the settlement containing language substantially similar to the language in Exhibit L (the "Final Order") shall be issued and a judgment substantially in the form attached hereto as Exhibit M (the "Judgment") shall be entered dismissing the claims of Plaintiffs and of the Settlement Class Members with prejudice. The Parties recognize that the Final Order may be modified to, *inter alia*, reflect Court orders and to include specific findings made by the Court.

**53. Release of Claims.** As of the Effective Date, Releasing Persons hereby fully and irrevocably release and forever discharge Released Persons from any and all liabilities, claims, cross-claims, causes of action, rights, actions, suits, debts, liens, contracts, agreements, damages, costs, attorneys' fees, losses, expenses, obligations, or demands, of any kind whatsoever, whether known or unknown, existing or potential, or suspected or unsuspected, whether raised by claim, counterclaim, setoff, or otherwise, including any known or unknown claims, which they have or may claim now or in the future to have, that were or could have been alleged or asserted against any of the Released Persons in the Class Actions, that relate to the denial by Apple of Warranty Claims pertaining to Class Devices as a result of Apple's Former Liquid

Damage Policy (“Released Claims”). Personal injury claims are excluded from the Released Claims.

54. Federal Plaintiffs and State Plaintiffs, on behalf of themselves and all Settlement Class Members, hereby waive any and all provisions, rights, and benefits conferred by section 1542 of the California Civil Code or any comparable statutory or common-law provision of any other jurisdiction. Section 1542 reads as follows:

CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Although the releases granted under this Settlement Agreement are not general releases, Plaintiffs, on behalf of themselves and of all Settlement Class Members, nonetheless expressly acknowledge that Plaintiffs and the Settlement Class Members are waiving the protections of section 1542 and of any comparable statutory or common-law provision of any other jurisdiction.

55. As of the Effective Date, by operation of entry of judgment, the Released Persons shall be deemed to have fully released and forever discharged Plaintiffs, all other Settlement Class Members, and Class Counsel from any and all claims of abuse of process, malicious prosecution, or any other claims arising out of the initiation or prosecution of the Class Actions.

56. Notwithstanding the entry of Judgment, this Court shall retain jurisdiction of the Federal Actions until such time as the Court determines that the settlement is fully consummated according to the terms and conditions of this Settlement Agreement.

#### **XI. DEFENDANT’S DENIAL OF LIABILITY; AGREEMENT AS DEFENSE IN FUTURE PROCEEDINGS**

57. Apple has indicated its intent vigorously to contest each and every claim in the Class Actions, and denies all of the material allegations in the Class Actions. Apple enters into this Settlement Agreement without in any way acknowledging any fault, liability, or wrongdoing

of any kind. Apple nonetheless has concluded that it is in its best interests that the Class Actions be settled on the terms and conditions set forth herein in light of the expense that would be necessary to defend the Class Actions, the benefits of disposing of protracted and complex litigation, and the desire of Apple to conduct its business unhampered by the distractions of continued litigation.

58. Neither this Settlement Agreement nor any of its terms or provisions or any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by Apple of the truth of any of the allegations in the Class Actions, or of any liability, fault, or wrongdoing of any kind, nor as an admission or concession by Plaintiffs of any lack of merit or value of their claims against Apple.

59. To the extent permitted by law, neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding to establish any liability or admission by Apple.

60. To the extent permitted by law, the Settlement Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding which may be instituted, prosecuted, or attempted for claims covered by the releases in this Settlement Agreement.

## **XII. MISCELLANEOUS PROVISIONS**

61. **Extensions of Time.** Unless otherwise ordered by the Court herein, the Parties may jointly agree to reasonable extensions of time to carry out any of the provisions of this Settlement Agreement.

62. **Integration.** This Settlement Agreement, including all exhibits, constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

**63. Governing Law.** This Settlement Agreement shall be construed in accordance with, and be governed by, the laws of the State of California, without regard to the principles thereof regarding choice of law.

**64. Gender and Plurals.** As used in this Settlement Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

**65. Survival of Warranties and Representations.** The warranties and representations of this Settlement Agreement are deemed to survive the date of execution hereof.

**66. Representative Capacity.** Each person executing this Settlement Agreement in a representative capacity represents and warrants that he or she is empowered to do so.

**67. Counterparts.** This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts.

**68. Cooperation of Parties.** The Parties to this Settlement Agreement agree to prepare and execute all documents, to seek Court approvals, to defend Court approvals, and to do all things reasonably necessary to complete the settlement described in this Settlement Agreement.

**69. Voluntary Execution.** This Settlement Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf, of any of them. The Parties represent and warrant to each other that they have read and fully understand the provisions of this Settlement Agreement and have relied on the advice and representation of legal counsel of their own choosing. Each of the Parties has cooperated in the drafting and preparation of this Settlement Agreement and has been advised by counsel regarding the terms, effects, and consequences of this Settlement Agreement. Accordingly, in any construction to be made of this Settlement Agreement, this Settlement Agreement shall not be construed as having been drafted solely by any one or more of the Parties.

**70. Notices.** All notices to Class Counsel provided for herein shall be sent by email to Co-Lead Class Counsel and State Plaintiffs' Liaison Counsel as listed below, with a hard copy sent by overnight mail. All notices to Apple provided for herein shall be sent by email to Apple's counsel as listed below, with a hard copy sent by overnight mail. The notice recipients and addresses designated in this paragraph may be changed by written notice pursuant to this paragraph.

<b>Class Counsel</b>	<b>Counsel for Apple</b>
<p>Jeffrey L. Fazio  <a href="mailto:jlf@fazmiclaw.com">jlf@fazmiclaw.com</a>            Dina E. Micheletti  <a href="mailto:dem@fazmiclaw.com">dem@fazmiclaw.com</a>            Fazio   Micheletti LLP            2410 Camino Ramon, Ste. 315            San Ramon, CA 94583</p> <p>Steven A. Schwartz  <a href="mailto:sas@chimicles.com">sas@chimicles.com</a>            Timothy N. Mathews  <a href="mailto:tnm@chimicles.com">tnm@chimicles.com</a>            Chimicles &amp; Tikellis LLP            361 West Lancaster Avenue, Haverford,            PA 19041</p> <p><b><i>Co-Lead Class Counsel</i></b></p> <p>Anthony Fata  <a href="mailto:afata@caffertyclobes.com">afata@caffertyclobes.com</a>            Cafferty Clobes Meriwether &amp; Sprengel            LLP            30 N. LaSalle, Suite 3200            Chicago, Illinois 60602</p> <p><b><i>State Plaintiffs' Liaison Counsel</i></b></p>	<p>Penelope A. Prevolos  <a href="mailto:ppreovolos@mof.com">ppreovolos@mof.com</a>            Andrew D. Muhlbach  <a href="mailto:amuhlbach@mof.com">amuhlbach@mof.com</a>            Morrison &amp; Foerster LLP            425 Market Street            San Francisco, CA 94105-2482.</p>

71. **Modification and Amendment.** This Settlement Agreement may be amended or modified only by a written instrument signed by the Parties' counsel and approved by the Court.

DATED: April 10, 2013 2013

APPLE INC.

By: 

Noreen Krall

Title: Vice President & Chief Litigation Counsel

DATED: \_\_\_\_\_, 2013

CHARLENE GALLION

By: \_\_\_\_\_

Charlene Gallion

DATED: \_\_\_\_\_, 2013

CHRISTOPHER CORSI

By: \_\_\_\_\_

Christopher Corsi

DATED: \_\_\_\_\_, 2013

RAJ JOHAL

By: \_\_\_\_\_

Raj Johal

DATED: \_\_\_\_\_, 2013

SEAN PENNINGTON

By: \_\_\_\_\_

Sean Pennington

DATED: \_\_\_\_\_, 2013

MEGHAN WHITE

By: \_\_\_\_\_

Meghan White

**APPROVED AS TO FORM:**

DATED: \_\_\_\_\_, 2013      Jeffrey L. Fazio  
Dina E. Micheletti  
**FAZIO | MICHELETTI LLP**

By: \_\_\_\_\_  
Jeffrey L. Fazio

DATED: \_\_\_\_\_, 2013      Steven A. Schwartz  
Timothy N. Mathews  
**CHIMICLES & TIKELLIS LLP**

By: \_\_\_\_\_  
Steven A. Schwartz

Co-Lead Class Counsel  
*In re Apple iPhone/iPod Warranty Litigation*

DATED: \_\_\_\_\_, 2013      Mark A. Chavez  
**CHAVEZ & GERTLER LLP**

By: \_\_\_\_\_  
Mark A. Chavez

DATED: \_\_\_\_\_, 2013      Anthony Fata  
**CAFFERTY CLOBES MERIWETHER  
& SPRENGEL LLP**

By: \_\_\_\_\_  
Anthony Fata

Counsel and Proposed State Plaintiffs'  
Liaison Counsel

*Pennington et al. v. Apple Inc.*

DATED: \_\_\_\_\_, 2013      Penelope A. Prevolos  
**MORRISON | FOERSTER LLP**

By: \_\_\_\_\_  
Penelope A. Prevolos

Counsel for Defendant Apple Inc.

## LIST OF EXHIBITS

Exhibit A	Detailed Notice
Exhibit B	Published Notice
Exhibit C	Emailed Notice to Direct-Payment Settlement Class Members (Mailing Address Available)
Exhibit D	Postcard Notice to Direct-Payment Settlement Class Members
Exhibit E	Emailed Notice to Direct-Payment Settlement Class Members (Mailing Address Not Available)
Exhibit F	Emailed Notice to Claims-Made Settlement Class Members
Exhibit G	Postcard Notice to Claims-Made Settlement Class Members
Exhibit H	Claim Form (Printable)
Exhibit I	Claim Form (Online)
Exhibit J	List of Proposed <i>Cy Pres</i> Recipients
Exhibit K	Conditional Approval Order
Exhibit L	Final Order Approving Settlement
Exhibit M	Final Judgment
Exhibit N	Order Staying State Action
Exhibit O	Order Dismissing State Action