

**You may be entitled to a cash payment from a class action settlement fund if Apple denied warranty coverage for your iPhone or iPod touch because Apple stated your device had been damaged by liquid.**

*The United States District Court, Northern District of California, authorized this notice.*

**The Settlement**

- The settlement will provide \$53 million for cash payments to iPhone or iPod touch owners who were denied warranty coverage because Apple stated their devices had been damaged by liquid; Class Counsel’s attorneys’ fees and expenses; and incentive awards to the Class Representatives. The settlement also provides that Apple will separately pay the costs of providing notice and administering the settlement.
- To be eligible for a cash payment: (a) you must be a United States resident who is or was the owner of an iPhone or iPod touch; (b) which was submitted to Apple for warranty coverage on or before December 31, 2009, for an iPhone, or on or before June 30, 2010, for an iPod touch; (c) your iPhone or iPod touch must have been within the time limits of Apple’s one-year limited warranty coverage or, if applicable, the AppleCare Protection Plan at the time it was submitted to Apple for warranty coverage; and (d) Apple denied warranty coverage because Apple stated that your iPhone or iPod touch had been damaged by liquid.
- The amount of the cash payment will vary. Please see the information and chart listed below in section No. 11 concerning payment amounts.
- Certain Settlement Class Members, called “Direct-Payment Settlement Class Members,” are eligible to receive a cash payment without submitting a Claim Form. If the Settlement Administrator has all the information necessary to process your cash payment under the settlement, you will be sent a notice (by U.S. mail or email) advising that you are a Direct-Payment Settlement Class Member. **You must ensure that the Settlement Administrator has your current mailing address in order to receive a check.** See section No. 12, below, for instructions on how to provide a current address.
- If you do not receive notice that you are a Direct-Payment Settlement Class Member, you must submit a valid, timely Claim Form **in order to receive a cash payment.** For instructions, see section Nos. 12-14 below.
- Court-appointed lawyers for the Settlement Class will ask the Court to award up to 30% of the Settlement Fund (up to \$15,900,000) as fees and expenses for investigating the facts, litigating the case, and negotiating the settlement.
- **This settlement affects your legal rights, regardless of whether you act or don’t act. Please read this notice carefully.**

| SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT: |  |
|--|--|
| <b>SUBMIT A CLAIM FORM /<br/>UPDATE MAILING ADDRESS</b>      | Unless you are notified that you are a Direct-Payment Settlement Class Member, you must submit a Claim Form to get a payment.<br><br>If you are notified that you are a Direct-Payment Settlement Class Member, you do not need to submit a Claim Form to get a payment; however, you do have to ensure the Settlement Administrator has your current mailing address. |
| <b>DO NOTHING</b>  | If you do not exclude yourself, you will remain a Settlement Class Member and give up rights, even if you do not receive a payment.<br><br>Direct-Payment Settlement Class Members will receive a payment even if they do nothing, but only if the Settlement Administrator has their current mailing address.   |
| <b>EXCLUDE YOURSELF</b>                                      | Get no payment. This is the only option that allows you to be part of any other lawsuit against Apple concerning the claims in this case.  |
| <b>OBJECT</b>  | Write to the Court about why you don’t like the settlement.  |
| <b>GO TO A HEARING</b>                                       | Ask to speak in Court about the fairness of the settlement.  |

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The judge in charge of this case has not yet decided whether to approve this settlement. Payments from the Settlement Fund will be made if the judge approves the settlement and after appeals are resolved. Please be patient.

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## THE CASE AND SETTLEMENT

### 1. Why did I receive a notice about this settlement?

You may be a United States resident (person or entity) who owns or owned an iPhone or iPod touch that was submitted for repair or replacement in the United States under Apple's one-year limited warranty or AppleCare Protection Plan, and Apple denied warranty coverage because Apple stated that your iPhone or iPod touch had been damaged by liquid. Not all recipients of a notice are class members. In order to determine if you are a class member, see section No. 5, below.

The Court ordered notice to be sent to you because, if you are a Settlement Class Member, you have a right to know about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the settlement. If the Court approves the settlement, and after any appeals are resolved, a Settlement Administrator appointed by the Court will make the payments that the settlement allows.

This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the proposed settlement in this case is the United States District Court for the Northern District of California, and the case is known as *In re Apple iPhone/iPod Warranty Litigation*, Case No. 10-01610 (N.D. Cal.). The people who sued are called Plaintiffs or the Class Representatives, and the company they sued, Apple Inc., is called the Defendant.

In addition, a lawsuit pending in the Superior Court of the State of California, County of Santa Clara, *Pennington, et al. v. Apple, Inc.*, Case No. 1-10-CV-162659 (the "State Action"), will be dismissed in connection with the settlement.

### 2. What is this lawsuit about?

In this lawsuit, the Class Representatives allege that Apple wrongfully denied warranty coverage by stating that their iPhones and iPod touches had been damaged by liquid because a Liquid Contact Indicator ("LCI") or Liquid Submersion Indicator ("LSI") visible through the headphone jack or dock connector had turned pink or red. Apple denies all allegations and has entered into this settlement to avoid burdensome and costly litigation. The settlement is not an admission of wrongdoing by Apple.

### 3. What is a class action?

In a class action, one or more people, called Class Representatives (in this case Charlene Gallion, Christopher Corsi, Raj Johal, and Sean Pennington and Meghan White), sue on behalf of people who have similar claims. All of these people are a Class or Class Members. One court resolves the issues for all Class Members, except for those who choose to exclude themselves from the Class. United States District Court Judge Richard Seeborg is in charge of the proposed settlement of this class action.

### 4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Apple. Instead, both sides agreed to a settlement. That way, they avoid the cost and uncertainty of further litigation and trial, and settlement benefits go to the Settlement Class Members. The Class Representatives and Class Counsel believe the settlement described in this notice is in the best interests of Settlement Class Members.

### AM I A SETTLEMENT CLASS MEMBER?

To see if you are eligible to receive or seek a cash payment from the Settlement Fund, you must determine whether you are a Settlement Class Member.

### 5. How do I know if I am a Settlement Class Member?

The Court has decided that everyone who fits the following description is a Settlement Class Member:

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.

Apple's "Former Liquid Damage Policy" means Apple's former policy of denying warranty coverage for an iPhone or iPod touch whose headphone jack and/or dock connector LCI (or LSI) turned pink or red. The Class Devices include all iPhone and iPod touch models that were the subject of a warranty claim that was denied based on Apple's Former Liquid Damage Policy. Apple's Former Liquid Damage Policy was in effect for iPhone through December 31, 2009, and for iPod touch through June 30, 2010.

### 6. Am I a Settlement Class Member if a family member or friend brought my iPhone or iPod touch to Apple for warranty coverage on my behalf?

Yes. You are a Settlement Class Member if you satisfy each of the criteria in section No. 5, above, even if someone other than you brought your iPhone or iPod touch to Apple to try to obtain warranty coverage. But there will be only one cash payment for each iPhone or iPod touch that is covered by this settlement.

## 7. Are there exceptions to being included in the Settlement Class?

Yes. Even if they satisfy each of the criteria for inclusion in the Settlement Class, the following people are excluded: 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 Action (*In re Apple iPhone/iPod Warranty Litigation*, Case No. 10-01610 (N.D. Cal.)) and in the State Action (*Pennington, et al. v. Apple Inc.*, Case No. 1-10-CV-162659 (Cal. Super. Ct., Santa Clara Cty.)); and all persons who validly request exclusion from the Settlement Class.

## 8. Who is eligible to get a cash payment from the Settlement Fund?

To qualify for a cash payment from the Settlement Fund, you must satisfy each of the following criteria:

1. You are a United States resident;
2. Apple denied warranty coverage:
  - a. for your **iPhone** on or before December 31, 2009, **OR**
  - b. for your **iPod touch** on or before June 30, 2010;
3. When it was submitted to Apple for warranty coverage, your iPhone or iPod touch was covered either by its original one-year limited warranty **OR** by an AppleCare Protection Plan; and
4. Apple denied warranty coverage because Apple stated that your iPhone or iPod touch had been damaged by liquid.
5. Some Settlement Class Members, called "Direct-Payment Settlement Class Members," will receive a cash payment even if they do not submit a Claim Form. If the Settlement Administrator has all the information necessary to process your cash payment under the settlement, you will be sent a customized notice (by postal mail or email) advising you that you are a Direct-Payment Settlement Class Member. However, if you are a Direct-Payment Settlement Class Member you will receive a check only if the Settlement Administrator's records reflect your current mailing address, so you should check to ensure that the notice you receive reflects your correct mailing address. If it does not, you must provide or correct it. You can provide or correct your U.S. mail or email address on the Settlement Website at [www.AppleWarrantySettlement.com](http://www.AppleWarrantySettlement.com). The deadline for providing or correcting your mailing address is October 21, 2013. If your mailing address changes after the deadline, you must notify the Settlement Administrator within 45 days after the change at the website above.
6. If you are not a Direct-Payment Settlement Class Member, you must fill out and submit a valid Claim Form online no later than **9:00 p.m. Pacific time on October 21, 2013 or by mail postmarked no later than October 21, 2013 in order to receive a cash payment**. See section No. 12, below. If you are unsure whether you are a Direct-Payment Settlement Class Member, you should submit a valid Claim Form.

## 9. If I no longer have my iPhone or iPod touch, am I still eligible to get a cash payment from the Settlement Fund?

Yes, so long as you meet the requirements described in section No. 8, above.

### THE SETTLEMENT BENEFITS — WHAT DO I GET AND WHAT DO I HAVE TO DO TO GET PAID?

## 10. What does the settlement provide?

- Apple will deposit \$53 million into a non-reversionary Settlement Fund that will be used to pay valid claims, and to pay incentive awards to the Class Representatives and attorneys' fees and costs to Class Counsel as approved and awarded by the Court for investigating the facts, litigating the case, and negotiating the settlement.
- The amount of the Settlement Fund not used to pay attorneys' fees and litigation expenses (which are not to exceed 30% of the Settlement Fund) and incentive awards is called the **Net Settlement Fund**.
- In addition to the \$53 million Settlement Fund, Apple will pay the costs of distributing Class Notice and administering claims. So the **Net Settlement Fund** will not be reduced by notice and administration costs.
- "Non-reversionary" means that none of the money in the Settlement Fund will be returned to Apple. Any money remaining in the Settlement Fund after the payments from the Net Settlement Fund to Settlement Class Members as well as payment of attorneys' fees and costs, and incentive awards to the Class Representatives, will be distributed to one or more of the following organizations upon approval by the Court:
  - Center for Auto Safety
  - Consumer Federation of America
  - Consumers Union
  - National Association of Consumer Advocates
  - National Consumer Law Center

## 11. How much can I get from this settlement?

If you are a Direct-Payment Settlement Class Member for whom the Settlement Administrator has a current address, or if you are a Settlement Class Member who submits a valid claim, you will receive a proportionate share of the Net Settlement Fund. Your share of the Net Settlement Fund 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 you sought warranty coverage from Apple. Those amounts are listed in the chart below. These amounts represent the average amounts paid to Apple for replacement of each device type and configuration. The exact amount of the share you receive may be higher or lower than the amounts listed below, depending on the total number of Settlement Class Members eligible for a payment and the type and configuration of their devices. No eligible Settlement Class Member will receive more than 200% of the amount listed below for their device type and configuration.

| Device Type & Configuration      | Average Replacement 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).

## 12. What do I have to do to get a cash payment from the Settlement Fund?

It depends.

Direct-Payment Settlement Class Members will be able to obtain a cash payment without submitting a Claim Form. **You will be notified by e-mail and/or U.S. mail if you are a Direct-Payment Settlement Class Member.** However, if you are a Direct-Payment Settlement Class Member, you will receive a check only if the Settlement Administrator has your current mailing address, so you should check to ensure that the notice you receive reflects your correct mailing address. You can provide or correct your U.S. mail or email address on the Settlement Website at [www.AppleWarrantySettlement.com](http://www.AppleWarrantySettlement.com). The deadline for providing or correcting your mailing address is October 21, 2013. If your mailing address changes after the deadline, you must notify the Settlement Administrator within 45 days after the change at the website above. There is no guarantee that you will receive your payment check if the Settlement Administrator does not have your current mailing address.

**If you do not receive a notice by e-mail or by U.S. mail advising you that you are a Direct-Payment Settlement Class Member, or if you are unsure whether you are a Direct-Payment Settlement Class Member, then you must submit a valid, timely Claim Form in order to receive money from this settlement.**

You may fill out and submit a Claim Form online at the Settlement Website [www.AppleWarrantySettlement.com](http://www.AppleWarrantySettlement.com) by clicking the "Make A Claim" tab.

If you prefer to submit a Claim Form by U.S. mail, you may download a written Claim Form from the Settlement Website or obtain one by calling 1-855-282-8115.

**You must read the instructions carefully, fill out the form completely as directed in the instructions, and affirm that the information you have inputted is true and correct to the best of your recollection, knowledge and belief.**

All Claim Forms submitted electronically via the Settlement Website must be submitted before 9:00 p.m. Pacific time on October 21, 2013. All Claim Forms submitted by U.S. mail must be postmarked no later than October 21, 2013. **If you are required to submit a Claim Form and you fail to do so by October 21, 2013, your Claim Form will be rejected, and you will be deemed to have waived all rights to receive any money from the Settlement Fund, but will still be bound by the terms of the Settlement Agreement and any final judgment approving it.**

### 13. Why do some Settlement Class Members have to fill out and submit Claim Forms, while other Settlement Class Members do not?

Some Settlement Class Members do not need to fill out and submit a Claim Form in order to obtain a cash payment from the Settlement Fund because the Settlement Administrator already has sufficient information to process their payment under the settlement.

For other Settlement Class Members, the Settlement Administrator does not have sufficient information to process a payment under the settlement. These Settlement Class Members must fill out and submit valid Claim Forms so the Settlement Administrator can verify whether they are entitled to payment under the terms of the settlement.

### 14. How do I know if I have to fill out and submit a Claim Form in order to seek a cash payment from the Settlement Fund?

If you do not receive a notice from the Settlement Administrator by email and/or by U.S. Mail specifically advising you that you are a Direct-Payment Settlement Class Member, then you **must** fill out and submit a valid, timely Claim Form in order to seek a cash payment from the Settlement Fund. **When in doubt, submit a Claim Form!**

### 15. When will I receive my cash payment?

We cannot provide a date at this time. Before any money can be distributed, the Court must approve the settlement. The Settlement Hearing is currently scheduled to take place on January 29, 2014, at 1:30 p.m. If the Court approves the settlement, there may be appeals. The appeal process can take time, likely more than a year. Please be patient. Status updates will be posted on the Settlement Website at [www.AppleWarrantySettlement.com](http://www.AppleWarrantySettlement.com).

### 16. What am I giving up by staying in the Settlement Class?

Unless you choose to exclude yourself, you will remain in the Settlement Class, and that means that you are eligible to seek a cash payment, but can't sue, continue to sue, or be part of any other lawsuit against Apple about the legal claims in *this* case. It also means that all of the Court's orders will apply to you and legally bind you. Unless you exclude yourself, you will agree to a "Release of Claims," which describes exactly the legal claims that you are giving up. The "Release of Claims" reads as follows:

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.

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

"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.

#### EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement, and you want to keep the right to sue or continue to sue Apple, on your own, about the legal claims in this case, then you must take steps to get out. This is called excluding yourself — or is sometimes referred to as "opting out" of the Settlement Class.

### 17. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by United States mail saying that you want to be excluded from *In re Apple iPhone/iPod Warranty Litigation*. Be sure to include your name, address, telephone number, and signature. Unless you are a Direct-Payment Settlement Class Member, you must also identify (1) the type of device for which you were denied warranty coverage (*i.e.*, iPhone or iPod touch), and (2) the approximate date when and location where you were denied coverage. You must mail your exclusion request to the following address postmarked no later than December 4, 2013: Apple Warranty Settlement Administrator, P.O. Box 43184, Providence RI 02940-3184.

If you ask to be excluded, you will not get any settlement payment and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Apple in the future about the legal claims in this case.

### 18. If I don't exclude myself, can I sue Apple for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Apple for the claims that this settlement resolves. If you have a pending lawsuit against Apple involving these claims, speak to your lawyer in that case immediately. You must exclude yourself from *this* Settlement Class to continue your own lawsuit. Remember, your exclusion must be postmarked on or before December 4, 2013.

## 19. If I exclude myself, can I get money from the Settlement Fund?

No. If you exclude yourself, you may not obtain any money from this Settlement Fund and you should not send in a Claim Form. If you submit both an exclusion and a Claim Form, your Claim Form will be rejected because you excluded yourself from and will no longer be a member of the Settlement Class. But if you exclude yourself, you may sue, continue to sue, or be part of a different lawsuit against Apple about the legal claims in this case.

### THE LAWYERS REPRESENTING YOU

## 20. Who are the lawyers representing the Settlement Class?

The Court has appointed the law firms of Fazio | Micheletti LLP and Chimicles & Tikellis LLP as co-lead counsel to represent the Settlement Class. In addition, the Court has appointed the law firm of Cafferty Clobes Meriwether & Sprengel LLP to serve as State Plaintiffs' Liaison Counsel.

### Contact Information

#### Plaintiffs' Co-Lead Counsel

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#### State Plaintiffs' Liaison Counsel

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The Court has also appointed the following law firms as counsel to represent the Settlement Class: The Kralowec Law Group; the Law Offices of Earl L. Bohachek; Chavez & Gertler LLP; Shepherd, Finkelman, Miller & Shah LLP; Bohrer Law Firm LLC; Keogh, Cox & Wilson; and Heins Mills & Olson, P.L.C.

Together, all of these lawyers are called Class Counsel. You will not be charged separately for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

## 21. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to 30% of the \$53 million Settlement Fund (up to \$15,900,000) to them for attorneys' fees and reimbursement of costs and expenses. The fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. To date, Class Counsel have not received any compensation for their work in litigating the case. Class Counsel will also ask the Court to approve payment of an incentive award of \$1,000 to each of the Class Representatives (except Meghan White and Sean Pennington for whom a joint award of \$1,000 will be sought) for their services to the Settlement Class. Any attorneys' fees, expenses, and incentive award payments approved by the Court will be paid from the Settlement Fund before cash is distributed to the Settlement Class. The Court may award less than these amounts. Apple has reserved the right to object to these amounts. Apple has agreed to separately pay the costs of providing notice and administering the settlement, which means those costs will not come out of the Settlement Fund.

### OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

## 22. How do I tell the Court that I don't like the settlement?

If you're a Settlement Class Member, you can object to the settlement (on your own or through a lawyer at your expense) if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to *In re Apple iPhone/iPod Warranty Litigation*, Case No. 10-01610. Be sure to include your name, address, telephone number, signature, and the reasons you object to the settlement. Unless you are a Direct-Payment Settlement Class Member, you must also (1) identify the type of device for which you were denied warranty coverage (*i.e.*, iPhone or iPod touch), (2) identify the approximate date when and the Apple store location where you were denied coverage, and (3) provide the serial number of the device, or the Apple ID for the iTunes account you used with the device.

Mail your objection and all supporting papers to both the Court and Settlement Administrator postmarked no later than December 4, 2013:

#### COURT

##### Clerk of the Court

United States District Court for the Northern District of California  
San Francisco Division  
450 Golden Gate Avenue  
San Francisco, CA 94102

#### SETTLEMENT ADMINISTRATOR

Apple Warranty Settlement Administrator  
P.O. Box 43184  
Providence, RI 02940-3184

**NOTE:** If you are a registered user of the Court's Public Access to Court's Electronic Records ("PACER") system, you may file your objection via PACER. If you file your objection via PACER, you do not need to mail the objection as set forth above.

### 23. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the class. Excluding yourself is telling the Court that you don't want to be part of the class. If you exclude yourself, you have no basis to object, because the case no longer affects you.

#### THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend, and you may ask to speak, but you don't have to.

### 24. When and where will the Court decide whether to approve the settlement?

The Court has scheduled a fairness hearing at 1:30 p.m. on January 29, 2014, at the United States District Court for the Northern District of California, San Francisco Division, Courtroom 3 (17th Floor), located at 450 Golden Gate Avenue, San Francisco, California 94102. The fairness hearing and other dates may change by order of the Court without further notice. Any changes will be posted to the Settlement Website.

At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. The Court will also consider how much to pay Class Counsel for fees and reimbursement of expenses, and the amount of incentive awards to award the Class Representatives for their services to the Settlement Class. If there are objections from Settlement Class Members, the Court will consider them. The Court will also listen to Settlement Class Members whose requests to be heard are granted at the hearing. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take. Please be patient.

If the fairness hearing is rescheduled, a notice of the new date or time will be posted on the settlement website, [www.AppleWarrantySettlement.com](http://www.AppleWarrantySettlement.com).

### 25. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time and included the required information, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

### 26. May I speak at the hearing?

You may ask the Court for permission to speak at the fairness hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *In re Apple iPhone/iPod Warranty Litigation*." Be sure to include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked no later than December 4, 2013, and be sent to the Clerk of the Court and the Settlement Administrator at the two addresses listed in section No. 22. You cannot speak at the hearing if you exclude yourself.

#### IF YOU DO NOTHING

### 27. What happens if I do nothing at all?

It depends.

**All** Settlement Class Members who do not take steps to get out of the lawsuit will remain in the Settlement Class and will give up their rights to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Apple about the claims in *this* case, ever again, even if they do not get any money from the Net Settlement Fund.

If you have been notified that you are a Direct-Payment Settlement Class Member and the Settlement Administrator has your current mailing address, you will receive money from the Net Settlement Fund without having to submit a Claim Form.

If you have been notified that you are a Direct-Payment Settlement Class Member but the Settlement Administrator does not have your current mailing address and you do not supply the Settlement Administrator with your current mailing address, you may not receive any money from the Net Settlement Fund.

If you were **not** notified that you are a Direct-Payment Settlement Class Member and **you do not submit a valid, timely Claim Form**, you will not receive money from the Net Settlement Fund.

#### GETTING MORE INFORMATION

### 28. How do I get more information about this case and/or about the settlement?

This notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement by visiting the settlement website at [www.AppleWarrantySettlement.com](http://www.AppleWarrantySettlement.com).

You can call 1-855-282-8115 toll free or visit the settlement website at [www.AppleWarrantySettlement.com](http://www.AppleWarrantySettlement.com), where you will find more information about this lawsuit and about this settlement, including settlement documents, and answers to common questions about the settlement.

The settlement website also allows you to fill out and submit a Claim Form online. Or you may download a Claim Form if you prefer to submit it by U.S. mail. You may also contact the Settlement Administrator: Apple Warranty Settlement Administrator, P.O. Box 43184, Providence, RI 02940-3184.

You may obtain copies of all documents filed in the Federal Action (*In re Apple iPhone/iPod Warranty Litigation*, Case No. 10-01610) at the United States District Court for the Northern District of California, San Francisco Division, during regular office hours at the Office of the Clerk, 450 Golden Gate Avenue, San Francisco, CA 94102. You may also obtain copies of all documents filed in the State Action (*Pennington, et al. v. Apple Inc.*, Case No. 1-10-CV-162659) at the Superior Court of California, County of Santa Clara, 191 North First Street, San Jose, CA 95113.

#### DO NOT CONTACT THE COURT WITH QUESTIONS ABOUT THE SETTLEMENT.

DATED: August 6, 2013

Hon. Richard Seeborg  
Judge of the United States District Court  
for the Northern District of California