

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement” or “Agreement”) is made by and between Michel Polston, Nancy Martin, Michael Rodriguez, Maria Rodriguez, and Andrew Hagene (each a “Plaintiff,” and collectively, “Plaintiffs”), on behalf of themselves and the putative class (the “Class” or “Settlement Class” as defined below), and Apple Inc. and Apple Value Services, LLC (collectively, “Apple” or “Defendants”) in *Barrett v. Apple Inc. & Apple Value Services, LLC*, Case No. 5:20-cv-04812-EJD (N.D. Cal.). Each of the Plaintiffs and Defendants are referred to individually as “Party” and collectively as the “Parties.” This Settlement is entered into as of the date of the last signature.

### DEFINITIONS

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

- A. “Action” means *Barrett v. Apple Inc. & Apple Value Services, LLC*, Case No. 5:20-cv-04812-EJD (N.D. Cal.).
- B. “Administrative and Notice Costs” means all fees, costs, and expenses incurred by the Settlement Administrator while carrying out its duties under this Agreement, including, without limitation: issuing Email, Mail, and Website Notice; reviewing and approving claims; and administering, calculating, and distributing the Settlement Amount to Settlement Class Members.
- C. “Apple Counsel” means Apple’s counsel of record in the Action.
- D. “Attorneys’ Fees and Costs” means the amount of attorneys’ fees and reimbursement of costs and expenses awarded to Class Counsel by the Court.
- E. “Claim Deadline” means the deadline to submit a claim to the Settlement Administrator to receive a Class Payment, and shall be the same date as the Objection and Exclusion Deadline, defined below.
- F. “Class” means the Settlement Class, defined below.
- G. “Class Counsel” means the following attorneys and law firms, including all professionals and support staff at those firms who have worked on the Action:
  - a. Joseph P. Guglielmo, Scott + Scott Attorneys at Law LLP, 230 Park Ave., 17th Floor, New York, NY 10169
  - b. Nyran Rose Rasche, Cafferty Clobes Meriwether & Sprengel LLP, 135 South LaSalle Street, Suite 3210, Chicago, Illinois 60603
  - c. Anthony F. Fata, Kirby McInerney LLP, 211 West Wacker Drive, Suite 550, Chicago, IL 60606
- H. “Class Payment” means a distribution from the Settlement Amount, after payment of

Administrative and Notice Costs, Attorneys' Fees and Costs, and Service Awards, to each Settlement Class Member in an amount equal to the face value at the time of purchase of the Eligible Gift Card(s) which are the subject of the Settlement Class Member's claim, less any amounts the Settlement Class Member has already been refunded, cashed out, or received in compensation from any source in connection with their purchase of such Eligible Gift Card(s). If, after all notice and administration expenses, any attorneys' fees and costs, and any Service Awards are paid, the total value of payments to eligible Settlement Class members would exceed the remaining Settlement Amount, the payments of all eligible Settlement Class members shall be reduced *pro rata*.

- I. "Court" means the United States District Court of the Northern District of California, where the Action is pending.
- J. "Effective Date" means five days after which all of the following events and conditions of this Agreement have occurred or have been met: (a) the Court has entered a Final Approval Order approving the Settlement, and (b) the Court has entered Final Judgment that has become final in that the time for appeal or writ of certiorari has expired or, if an appeal or writ of certiorari 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 Final Judgment is set aside, materially modified, or overturned by the trial court or on appeal, and is not fully reinstated on further appeal, the Final Judgment shall not become final. In the event of an appeal or other effort to obtain review, the Parties may agree jointly in writing to deem the Effective Date to have occurred; however, there is no obligation to agree to advance the Effective Date.
- K. "Eligible Gift Card" means Apple App Store & iTunes gift cards.
- L. "Email Notice" means the notice of the Settlement to be emailed to all Settlement Class Members for whom Defendants can locate an email address through reasonable efforts in connection with the Settlement, in the form attached hereto as Exhibit 1, and as set forth below.
- M. "Final Approval Hearing" means the Court hearing where the Parties will request the Final Approval Order be entered approving this Agreement, and where Class Counsel will request that the Court enter Final Judgment.
- N. "Final Approval Order" means the final order to be entered by the Court, following the Final Approval Hearing, approving the Settlement. A proposed Final Approval Order is attached hereto as Exhibit 2.
- O. "Final Judgment" means a document labeled by the Court as such and that has the effect of a judgment under Fed. R. Civ. P. 54. The Final Judgment will set the amounts of the Attorneys' Fees and Costs award and Service Award and allow for the distribution of Class Payment. A proposed Final Judgment is attached hereto as Exhibit 3.
- P. "Integrators" means integrators of Eligible Gift Cards.
- Q. "Mail Notice" means the notice of the Settlement to be transmitted via United States Mail

to Settlement Class Members (a) for whom Apple can locate through reasonable efforts a physical address, but not an email address, or (b) for whom Apple can locate a physical address through reasonable efforts and the Email Notice is returned as undeliverable, in connection with the Settlement, in the form attached hereto as Exhibit 4, and as set forth below.

- R. “Notice Date” means the date set forth in the Preliminary Approval Order for commencing the transmission of the Email Notice, the mailing of the Mail Notice, the publication of the Publication Notice, and the publication of the Website Notice.
- S. “Objection” means the written notice that a Settlement Class Member may submit to the Court objecting to the Settlement.
- T. “Objection and Exclusion Deadline” means the date by which a Settlement Class Member must submit an Objection, if any, to the Court or an Opt-Out Form to the Settlement Administrator. The Objection and Exclusion Deadline shall be 90 days after the Notice Date.
- U. “Objector” means a person or entity who is a Settlement Class Member who submits an Objection.
- V. “Opt-Out Form” means a Settlement Class Member’s request to be excluded from the Settlement by submitting a written request to be excluded to the Settlement Administrator containing their name, address, and email address.
- W. “Preliminary Approval Order” means the Court’s order preliminarily approving the Settlement and providing for Email Notice, Mail Notice, Publication Notice, and Website Notice.
- X. “Publication Notice” means the notice of the Settlement to be published in print publications and in a digital media campaign in connection with the Settlement, in the form attached hereto as Exhibit 5, and as set forth below.
- Y. “Released Claims” means any and all damages, suits, claims, debts, demands, assessments, obligations, liabilities, attorneys’ fees, costs, expenses, rights of action and causes of action, of any kind or character whatsoever, whether based on contract (express, implied, or otherwise), statute, or any other theory of recovery, and whether for compensatory or punitive damages, and whether known or unknown, suspected or unsuspected, occurring before the effective date of the settlement arising out of or related to the subject matter of the Action or the facts underlying the Action.
- Z. “Released Parties” means Defendants, Integrators, and Retailers, and each of Defendants’, Integrators’, and Retailers’ present and former principals, agents, servants, partners, joint venturers, directors, officers, managers, employees, contractors, predecessors, successors, assigns, administrators, representatives, parents, shareholders, subsidiaries, affiliates, insurers, underwriters, accountants, and lawyers.
- AA. “Releasing Parties” means Plaintiffs and all Settlement Class Members, including any and

all of their respective principals, agents, servants, partners, joint venturers, employees, contractors, predecessors, assigns, heirs, spouses, beneficiaries, executors, administrators, representatives, insurers, underwriters, accountants, and lawyers, provided that any Settlement Class Member who timely and properly excludes themselves under Section 5 below shall not be included herein.

- BB. “Retailers” means retailers of Eligible Gift Cards.
- CC. “First Amended Class Action Complaint” means the First Amended Class Action Complaint filed in this Action (ECF No. 59).
- DD. “Settlement Amount” means the amount of thirty-five million dollars (\$35,000,000.00) from which the Class Payments, Administrative and Notice Costs, Attorneys’ Fees and Costs, and Service Awards shall be paid.
- EE. “Service Awards” means the awards sought by Plaintiffs and approved by the Court in consideration for their service during the course of the Action. Any such Service Award is separate and apart from any Class Payment that each Plaintiff may receive as Settlement Class Members.
- FF. “Settlement Administrator” means KCC Class Action Services LLC (“KCC”), an independent settlement administrator, or any such administrator agreed on by the Parties and approved by the Court to provide notice and administer the settlement claims in this Action.
- GG. “Settlement Website” means a publicly accessible website created and maintained by the Settlement Administrator for the purpose of providing the Settlement Class with notice of and information about the proposed Settlement, as well as the option of submitting a claim within a specified time period to the Settlement Administrator to receive the Class Payment by physical check or Automatic Clearing House (“ACH,” a/k/a direct deposit) transfer.
- HH. “Settlement Class” shall mean all persons who purchased an Apple App Store & iTunes gift card (an “Eligible Gift Card”) in the United States and its territories from January 1, 2015 to July 31, 2020, provided the redemption code of such Eligible Gift Card to a third party unknown to them who sought the code under false pretenses, and did not receive a full refund or other form of compensation for their complete losses from Apple or any third party. Excluded from the Class are Defendants, their parents, subsidiaries, affiliates, officers, directors, and employees; any entity in which Defendants have a controlling interest; all employees of any law firm involved in prosecuting or defending this litigation, as well as their immediate family members; and all judges assigned to hear any aspect of this litigation, as well as their staff and immediate family members. Also excluded from the Class are Settlement Class Members who timely and validly request exclusion.
- II. “Settlement Class Members” means any person who meets the criteria set forth in the definition of “Settlement Class” as defined above.
- JJ. “Unclaimed Settlement Amount” means any amount of the Settlement Amount remaining after payment of Administrative and Notice Costs, Attorneys’ Fees and Costs, Service Awards, and all Class Payments to eligible Settlement Class Members.

KK. “Website Notice” means the notice of the Settlement to be displayed to all Settlement Class Members in connection with the Settlement on the Settlement Website maintained by the Settlement Administrator, in the form attached hereto as Exhibit 6, and as set forth in Section 6.2 below.

### RECITALS

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

WHEREAS, on July 17, 2020, Plaintiffs filed their initial complaint in this Action, individually and on behalf of a putative nationwide class, asserting claims relating to Apple’s purported refusal to refund consumers in connection with “victim-assisted” fraud and statements made in connection with such purported refusal.

WHEREAS, on October 8, 2020, Apple filed a motion to dismiss Plaintiffs’ initial complaint, which Plaintiffs opposed.

WHEREAS, on March 4, 2021, the Court granted Apple’s motion to dismiss in full, with leave to amend.

WHEREAS, on March 26, 2021, as permitted by the Court, Plaintiffs filed their First Amended Complaint.

WHEREAS, on April 28, 2021, Apple filed a motion to dismiss Plaintiffs’ First Amended Complaint, which Plaintiffs opposed.

WHEREAS, on June 13, 2022, the Court granted in part and denied in part Apple’s motion to dismiss Plaintiffs’ First Amended Complaint.

WHEREAS, on June 24, 2022, Apple answered the First Amended Complaint.

WHEREAS, on June 15, 2023, Plaintiffs filed a motion seeking to certify a nationwide class, which would be split into a “Contact Subclass” and “Non-Contact Subclass.”

WHEREAS, on July 28, 2023, the Parties conducted a mediation before Randy Wulff, after which the Parties reached a settlement in principle.

WHEREAS, the Parties have investigated the facts and have analyzed the relevant legal issues regarding the claims and defenses asserted in this Action, including through significant motion practice and extensive fact and expert discovery.

WHEREAS, Class Counsel and Plaintiffs believe that the claims asserted in the Action have merit and have examined and considered the benefits to be obtained under this Settlement, the risks associated with the continued prosecution of this complex and time-consuming litigation, and the likelihood of ultimate success on the merits, and have concluded that the Settlement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

WHEREAS, Apple has at all times vigorously denied, and continues to deny, all of the material allegations in the Action and any fault, liability, or wrongdoing of any kind. Apple has nonetheless opted to enter into this Settlement in light of the expense that would be necessary to defend the Action, 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. WHEREAS, Plaintiffs have at all times vigorously prosecuted the Action and vigorously sought to prove the material facts and establish Apple's liability. Plaintiffs have nonetheless opted to enter into this Settlement in light of the risks inherent in litigation and the benefits to the Class of resolving otherwise protracted and complex litigation.

WHEREAS, the Parties desire to settle the Action in its entirety as to the Plaintiffs, the Settlement Class, Apple, and the other Released Parties with respect to all claims arising out of the facts underlying this Action. The Parties intend this Agreement to bind Plaintiffs (both as the class representatives and individually), Apple, Class Counsel, and all Settlement Class Members.

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:

## **1. CONFIDENTIALITY**

1.1 The Parties must comply with all portions of the Stipulated Protective Order (ECF No. 48 in the Action).

1.2 The Parties, Class Counsel, and Apple Counsel agree that until publication of this Settlement Agreement by submission to the Court, the terms of this Settlement Agreement and all associated documents and communications, including the negotiations leading to the execution of the Settlement Agreement and all submissions and arguments related to the mediation proceedings, shall not be disclosed by the Parties, Class Counsel, or Apple Counsel other than as necessary to finalize the Settlement and Notice. Upon publication of the Settlement Agreement by submission to the Court, the nondisclosure obligations set forth in this paragraph will no longer apply to the as-filed Settlement Agreement or the terms thereof, but such obligations will continue to apply to all other materials and information covered by this paragraph, including but not limited to any negotiations leading to the execution of this Settlement Agreement.

1.3 Other than to a court in any case filing or via the forms of notice contemplated herein and/or agreed upon by the Parties, the Parties, Class Counsel, and Apple Counsel agree not to initiate publicity regarding the settlement or submit information about the settlement to Jury Verdicts. Notwithstanding the foregoing, Class Counsel may list the Action on their law firm websites and publicity materials as a representative case along with a neutral and factual description of the subject matter of the Action, including the amount of the settlement. Any comments made by Class Counsel concerning the settlement or the Action, including in response to inquiries from the press, shall be in neutral terms to communicate that the Action has been resolved between the Parties and shall not contain inflammatory language about the Parties, the allegations or defenses asserted in the Action, or their perceived conduct in the Action.

## 2. CONSIDERATION FOR SETTLEMENT AND CLASS PAYMENTS

2.1 Settlement Amount. Defendants agree to pay a total of \$35 million, by wire transfers, in settlement of the Action, in full resolution of the claims made by the Plaintiffs and the Settlement Class in the Action. The Settlement Amount shall be used to make the Class Payments, pay the Administrative and Notice Costs, and pay any Attorneys' Fees and Costs and Service Awards awarded by the Court. In no event shall Defendants' total monetary obligation with respect to the Agreement exceed \$35 million. Defendants will make no further payments in connection with the Agreement, and, except as provided in Section 3.6 of this Agreement, no portion of the Settlement Amount will revert to Defendants.

2.2 Class Payment to Settlement Class Members. Settlement Class Members shall be compensated in an amount equal to the face value of the Eligible Gift Card(s) at the time of purchase of the Eligible Gift Card(s) which are the subject of the Settlement Class Member's claim, less any amounts the Settlement Class Member has already been refunded, cashed out, or received in compensation from any source in connection with their purchase of such Eligible Gift Card(s). If, after all notice and administration expenses, any attorneys' fees and costs, and any Service Awards are paid, the total value of payments to eligible Settlement Class members would exceed the remaining Settlement Amount, the payments of all eligible Settlement Class members shall be reduced *pro rata*.

2.3 Payment Method. On or before thirty (30) days after the Effective Date of the Settlement, Defendants shall provide to the Settlement Administrator from the Settlement Amount the funds required to issue Class Payments via check or ACH transfer. The Settlement Administrator will distribute the Class Payment to Settlement Class Members in accordance with Section 6 below. Such distribution will occur within ninety (90) days of the Effective Date, subject to such supervision and direction of the Court and the Parties as may be necessary or as circumstances may require. In the Email Notice, Mail Notice, Publication Notice, and Website Notice Settlement Class Members will be notified of the Settlement and each will be given the option to submit a claim to the Settlement Administrator to receive the Class Payment by physical check or ACH transfer.

2.4 Application of Unclaimed Settlement Amount. If after paying all Class Payments, notice and administration expenses, and any attorneys' fees, costs, and Service Awards that may be approved by the Court, there are funds remaining in the Settlement Amount, then Class Counsel and Apple Counsel shall meet and confer to discuss a proposal to present to the Court regarding a cy pres distribution. To the extent a cy pres distribution is approved by the Court, Defendants shall provide to the Settlement Administrator from the Settlement Amount the funds required to issue such cy pres distribution on or before thirty (30) days after the Court order approving such distribution. In no event shall the Unclaimed Settlement Amount be returned to Apple.

## 3. OBTAINING COURT APPROVAL OF THE AGREEMENT

3.1 Settlement Class. Solely for the purposes of settlement and the proceedings contemplated herein, the Parties stipulate and agree that Plaintiffs will seek certification of the Settlement Class, which Apple will not oppose. The certification of the Settlement Class shall be binding only with respect to the Settlement set forth in the Settlement Agreement.

3.2 Class Counsel shall draft and file the motion requesting issuance of the Preliminary Approval Order and shall provide that draft to Apple Counsel in the Action no later than 7 days before filing. The motion shall be written in a neutral manner that does not contain inflammatory language about the Parties, the allegations or defenses asserted in the Action, or the Parties' perceived conduct in the Action. Apple may provide feedback concerning the motion, and Class Counsel will meet and confer with Apple in good faith regarding Apple's feedback. Additionally, Apple may file supplemental briefing in support of Plaintiffs' preliminary approval motion.

3.3 Upon filing of the motion requesting issuance of the Preliminary Approval Order, Apple shall provide timely notice of such motion to the appropriate official as required by the Class Action Fairness Act, 28 U.S.C. § 1711, *et seq.*

3.4 Final Approval and Final Judgment. The Parties shall seek a date for the final approval and fairness hearing no sooner than 60 days after the date set forth in the Preliminary Approval Order for the end of the notice period, and the motion requesting final approval of the Settlement shall be due 30 days before the hearing. Class Counsel shall draft and file the motion requesting final approval of the Settlement, the Proposed Final Approval Order, and the Proposed Final Judgment and shall provide those drafts to Apple Counsel at least 10 days before filing such motion with the Court. Apple may provide feedback concerning the motion, and Class Counsel will meet and confer with Apple in good faith regarding Apple's feedback.

3.5 In the event that the Agreement is not approved, or in the event that its approval is conditioned on any modifications (including modifications to the proposed form and method of notice) that are not acceptable to Apple and/or Plaintiffs, then (a) this Agreement shall be null and void and of no force and effect and (b) any release shall be of no force or effect. In such event, the Action will revert to the status that existed before the Agreement's execution date, the Parties shall each be returned to their respective procedural postures so that the Parties may take such litigation steps that they otherwise would have been able to take absent the pendency of this Settlement, and neither the Agreement nor any facts concerning its negotiation, discussion, terms, or documentation shall be admissible in evidence for any purpose in this Action or in any other litigation.

3.6 In the event that the Court does not grant final approval of the Agreement or the judgment contemplated herein does not become final for any reason, the Settlement Amount (including accrued interest) shall be returned to Apple within 15 days, less any Administrative and Notice Costs already incurred by the Settlement Administrator.

#### **4. OBJECTIONS**

4.1 Objections. Any Settlement Class Member who has not submitted a timely written Opt-Out Form and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, the Attorneys' Fees and Costs award, or the Service Award must comply with the below requirements.

4.2 Content of Objections. All Objections and supporting papers must be in writing and must:

- (1) Clearly identify the case name and number, *Barrett v. Apple Inc. & Apple Value Services, LLC*, Case No. 5:20-cv-04812-EJD;



- (2) Include the full name, address, telephone number, and email address of the person objecting and a signature executed by the person objecting;
- (3) Include the full name, address, telephone number, and email address of the Objector's counsel (if the Objector is represented by counsel);
- (4) State the grounds for the Objection; and
- (5) Include any reasonably available proof that the person objecting is a Settlement Class Member.

4.3 Submission of Objections. Any Objections from Settlement Class Members regarding the proposed Agreement must be submitted in writing to the Court. If a Settlement Class Member does not submit a timely written Objection, the Settlement Class Member will not be able to participate in the Final Approval Hearing.

4.4 Deadline for Objections. Objections must be submitted by the Objection and Exclusion Deadline, which is 90 days after the Notice Date.

4.4.1 If submitted through ECF, Objections must be submitted no later than 11:59 p.m. PST of the date of the Objection and Exclusion Deadline.

4.4.2 If submitted by U.S. mail or other mail services, Objections must be postmarked by the Objection and Exclusion Deadline. The date of the postmark on the envelope containing the written statement objecting to the Settlement shall be the exclusive means used to determine whether an Objection has been timely submitted. In the event a postmark is illegible or unavailable, the date of mailing shall be deemed to be three days prior to the date that the Court scans the Objection into the electronic case docket.

4.5 Settlement Class Members who fail to submit timely written Objections in the manner specified above shall be deemed to have waived any Objections and shall be foreclosed from making any Objection to the Agreement and the proposed Settlement by appearing at the Final Approval Hearing, or through appeal, collateral attack, or otherwise.

4.6 Attendance at Final Approval Hearing. Any Objector who timely submits an Objection has the option to appear and request to be heard at the Final Approval Hearing, either in person or through the Objector's counsel. Any Objector wishing to appear and be heard at the Final Approval Hearing must include a request to appear and provide notice of his or her intention to appear in the body of the Objector's Objection.

4.7 Objectors' Attorneys' Fees and Costs. If an Objector makes an Objection through an attorney, the Objector shall be solely responsible for the Objector's attorneys' fees and costs unless the Court orders otherwise. In no event shall Apple be responsible for more than the Settlement Amount.

4.8 No Solicitation of Settlement Objections. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members or other counsel

purporting to represent Settlement Class Members to submit written Objections to the Settlement or encourage an appeal from the Court's Final Approval Order.

## 5. REQUESTS FOR EXCLUSION FROM THE SETTLEMENT CLASS

5.1 Opt-Out Forms. The Email, Mail, and Website Notice shall advise all Settlement Class Members of their right to exclude themselves from the Settlement. This Agreement will not bind Settlement Class Members who exclude themselves from the Settlement.

5.2 How to Request Exclusion. To request to be excluded from the Settlement, Settlement Class Members must timely submit a completed Opt-Out Form. The Opt-Out Form must be sent by United States mail to the Settlement Administrator.

5.3 Content of Opt-Out Form. All Opt-Out Forms and supporting papers must be in writing and must:

- (1) Clearly identify the case name and number, *Barrett v. Apple Inc. & Apple Value Services, LLC*, Case No. 5:20-cv-04812-EJD; and
- (2) Include the full name, address, telephone number, email address of the person requesting exclusion and a signature executed by the person requesting exclusion; and
- (3) Include any reasonably available proof that the person requesting exclusion is a Settlement Class Member.

5.4 Deadline to Request Exclusion. To be excluded from the Settlement, the completed Opt-Out Form must be received by the Objection and Exclusion Deadline, which is 90 days after the Notice Date.

5.5 Effect of Exclusion. Any person or entity who falls within the definition of the Settlement Class and who validly and timely requests exclusion from the Settlement shall not be a Settlement Class Member; shall not be bound by the Agreement; shall not be eligible to apply for any benefit under the terms of the Agreement; and shall not be entitled to submit an Objection to the Settlement. In the event that a Settlement Class Member timely submits both an Objection and an Opt-Out Form, the Opt-Out Form shall prevail.

5.6 Exclusion List. No later than 14 days after the Objection and Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and Apple Counsel with the number and identity of the persons who have timely and validly excluded themselves from the Settlement.

5.7 The Parties agree to refrain from any conduct that would encourage members of the Settlement Class to request exclusion.

## 6. SETTLEMENT ADMINISTRATION

6.1 Apple will provide to the Settlement Administrator the names, email addresses, and physical addresses for all Settlement Class Members whose records it can locate through

reasonable efforts. The Settlement Administrator shall administer the Email, Mail, Publication and Website Notice described herein and pursuant to the Preliminary Approval Order. The Settlement Administrator shall keep the Settlement Class Members' identities and contact information strictly confidential and shall only use them for purposes of administering this Settlement.

6.2 The Parties agree upon and will request the Court's approval of the following forms and methods of notice to the Settlement Class:

- 6.2.1 The Settlement Administrator shall establish and maintain the Settlement Website with a mutually acceptable domain name. The Settlement Website shall be optimized for viewing on both mobile devices and personal computers. The Settlement Website will include case-related documents, including, but not limited to, the operative complaint and answer to that complaint, this Agreement, the Website Notice, the Preliminary Approval Order, Plaintiffs' Motion for Attorneys' Fees and Costs, a set of frequently asked questions, information on how to submit an Objection or request exclusion, and contact information for Class Counsel, Apple Counsel, and the Settlement Administrator. The Settlement Website shall remain accessible until thirty (30) calendar days after the Settlement Administrator has completed its obligations under this Settlement Agreement.
- 6.2.2 The Settlement Administrator shall also establish a toll-free telephone number (the "Toll-Free Number") where members of the Settlement Class can receive instructions for accessing Settlement information and case documents.
- 6.2.3 The Settlement Administrator shall email each Settlement Class Member for whom Apple can locate an email address through reasonable efforts a copy of the Email Notice substantially in the form attached hereto as Exhibit 1. The Email Notice shall inform Settlement Class Members of the fact of the Settlement and that Settlement information is available on the Settlement Website.
- 6.2.4 The Settlement Administrator shall mail to each Settlement Class Member (a) for whom Apple can locate through reasonable efforts a physical address, but not an email address, or (b) for whom Apple can locate a physical address through reasonable efforts and the Email Notice is returned as undeliverable, a copy of the Mail Notice substantially in the form attached hereto as Exhibit 4. The Mail Notice shall inform Settlement Class Members of the fact of the Settlement and that Settlement information is available on the Settlement Website.
- 6.2.5 The Settlement Administrator shall publish in print publications and in a digital media campaign, as set forth in the Declaration of Carla Peak of KCC, attached as Exhibit 7, a copy of the Publication Notice substantially in the form attached hereto as Exhibit 5. Apple shall approve the content, design, layout, placement, medium, timing, duration, targeting parameters, and target audience for all publications, posts, and advertisements under this Section, and approval shall not be withheld without good cause. The Publication Notice shall inform Settlement Class Members of the fact of the Settlement and that Settlement information is available on the Settlement Website.

6.2.6 Website Notice will also be available to all Settlement Class Members on the Settlement Website.

6.2.7 The Settlement Website shall explain how Class Payment will be distributed. Settlement Class Members will be given the option of submitting a claim within a specified time period to the Settlement Administrator to receive the Class Payment by physical check or ACH transfer.

### 6.3 Claims Package

6.3.1 In order to receive Class Payment, Settlement Class Members who did not receive direct notice via email or U.S. Mail ("Unknown Claimants") must submit the following items through the Settlement Website, U.S. Mail or private courier:

- a) Contact Information: The Settlement Class Member's name and contact information, including a physical address, working telephone number, and email address;
- b) Payment Information: Any necessary information to complete payment via the Settlement Class Member's payment method of choice (e.g., physical check or ACH transfer);
- c) Attestation Regarding Scam Incident & Lack of Refund: An attestation by the Settlement Class Member that: (1) they purchased the Eligible Gift Card(s) during the Class Period and provided the redemption code of the Eligible Gift Card(s) to a third party; (2) the third party was unknown to them and sought the redemption code under false pretenses (together with (1), the "Scam Incident"); and (3) the Settlement Class Member's claim excludes any amounts the Settlement Class Member has already been refunded, cashed out, or received in compensation from any source in connection with their purchase of Eligible Gift Card(s).
- d) Proof of Purchase: Proof of purchase of the Eligible Gift Card(s) that are the subject of the Settlement Class Member's claim. This requirement may be satisfied by submitting:
  - i. A sales receipt that includes (i) the purchase date; (ii) the original purchase price; and (iii) at least the last four digits of any gift card number(s) associated with any alleged Eligible Gift Card(s); or
  - ii. Evidence of a report to a law enforcement or other government agency that includes (i) the purchase or scam date; (ii) the original purchase price or amount lost in the scam; and (iii) the gift card number(s) associated with any alleged Eligible Gift Card(s); or
  - iii. Evidence of a contemporaneous report to a gift card retailer, gift card integrator, bank, credit card company, or the AARP that includes (i) the purchase or scam date; (ii) the original purchase price or amount lost in

the scam; and (iii) the gift card number(s) associated with any alleged Eligible Gift Card(s).

e) Proof of Alleged Third-Party Fraud: Proof that the Settlement Class Member provided the redemption code of Eligible Gift Card(s) to a third party unknown to the Settlement Class Member and who sought the redemption code under false pretenses. This requirement may be satisfied by submitting:

- i. A report to a law enforcement or other government agency reflecting that the Settlement Class Member was a victim of the type of fraud alleged here, *i.e.*, a fraud in which the Settlement Class member provided the redemption code of the Eligible Gift Card(s) to a third party unknown to the Settlement Class Member, who sought the redemption code under false pretenses; or
- ii. A contemporaneous report to a gift card retailer, gift card integrator, bank, credit card company, or the AARP reflecting that the Settlement Class Member was a victim of the type of fraud alleged here, *i.e.*, a fraud in which the Settlement Class member provided the redemption code of the Eligible Gift Card(s) to a third party unknown to the Settlement Class Member, who sought the redemption code under false pretenses; or
- iii. An attestation that the Settlement Class Member previously contacted Apple to report their Scam Incident ("Prior Contact Attestation"), together with the contact information that the Unknown Claimant provided to Apple when making their report (to enable Apple to locate records of the report).

1. Any claimant making a Prior Contact Attestation will be deemed to have satisfied the Proof of Alleged Third-Party Fraud requirement set forth in this subsection unless Apple, in its sole discretion, undertakes efforts to confirm whether the Settlement Class Member indeed contacted Apple to report their Scam Incident. If Apple elects to confirm whether the Settlement Class Member indeed contacted Apple regarding this issue and is unable to locate records of such contact after a reasonably diligent search using the information provided by the Settlement Class Member, that Settlement Class Member will receive notice that they must then submit the documentation required by Section 6.3.1(e)(i) or (e)(ii) as necessary to complete their claim.

6.3.2 In order to receive Class Payment, Settlement Class Members who received direct notice via email or U.S. Mail ("Known Claimants"), must submit the following items through the Settlement Website, U.S. Mail or private courier:

- a) The items listed in Section 6.3.1(a)–(e) above, except that Known Claimants may also satisfy the Proof of Purchase requirement set forth in Section 6.3.1(d) by submitting an attestation that the Settlement Class Member previously contacted Apple to report their Scam Incident and contemporaneously provided Apple with documentation satisfying the requirements of Section 6.3.1(d) (“Prior Documentation Attestation”), together with the contact information that the Known Claimant provided to Apple when making their report (to enable Apple to locate the documentation).
- b) Known Claimants making a Prior Documentation Attestation will be deemed to have satisfied the Proof of Purchase requirement set forth in this subsection unless Apple, in its sole discretion, undertakes efforts to confirm whether the Settlement Class Member indeed provided Apple with the documentation required in Section 6.3.1(d). If Apple elects to confirm whether the Settlement Class Member previously provided Apple with such documentation and is unable to locate records of such documentation after a reasonably diligent search using the information provided by the Settlement Class Member, Apple will inform Class Counsel, and the Parties will meet and confer in good faith on whether that Settlement Class Member will receive notice that they must then submit the documentation required by Section 6.3.1(d) as necessary to complete their claim.

6.4 The Settlement Administrator will review all claims to determine their validity and eligibility under this Section. The Settlement Administrator will reject any claim that does not materially comply with the instructions in Section 6.3 above; is not submitted by a Settlement Class Member; or is duplicative or fraudulent.

6.5 Based on information provided by the Parties to date, the Settlement Administrator has agreed to perform all settlement notice and administration duties required by the Settlement Agreement at a cost (the “Administrative and Notice Costs”) not expected to exceed nine hundred and seventy-seven thousand five hundred dollars (\$977,500.00). This amount shall cover all costs and expenses related to the settlement administration functions to be performed by the Settlement Administrator, including providing Email Notice, Mail Notice, Publication Notice, and Website Notice and performing the other administration processes described in this Agreement. On or before thirty (30) days after preliminary approval of the Settlement by the Court, Defendants shall make a payment of \$977,500.00 from the Settlement Amount to the Settlement Administrator. Class Counsel shall petition the Court for disbursement of only those funds needed to pay costs and expenses related to the settlement notice and administration functions to be performed by the Settlement Administrator, including the claims administration process. In the event that unanticipated costs and expenses arise in connection with the notice and/or administration process, such that they exceed the capped amount of \$977,500.00, the Settlement Administrator shall promptly raise the matter with Apple Counsel and Class Counsel as soon as practicable after becoming aware of the unanticipated costs and expenses. All Administrative and Notice Costs will be paid from the Settlement Amount.

6.6 The Email Notice, Mail Notice, Publication Notice, and Website Notice shall provide information on the procedure by which Settlement Class Members may request exclusion from the

Settlement Class or submit an Objection to the Settlement.

6.7 No later than 14 days after the Objection and Exclusion Deadline, the Settlement Administrator shall give written notice to Apple and Class Counsel of the total number and identity of Settlement Class Members who have timely and validly requested exclusion from the Settlement Class. If the number of Settlement Class Members who timely and validly request exclusion from the Settlement Class exceeds a certain confidential number which has been agreed upon by the Parties in writing, and which number will be provided under seal to the Court upon request, Apple, in its sole discretion, may elect to reject this Settlement, in which case the entire Agreement shall be null and void. Alternatively, Apple may elect to waive this condition and proceed with the Settlement. Any such waiver by Apple must be unambiguous and in writing and provided to Class Counsel with 14 days after the Settlement Administrator provides Apple and Class Counsel the total number and identity of Settlement Class Members who timely and validly requested exclusion from the Settlement Class.

## **7. ATTORNEYS' FEES AND COSTS AND SERVICE AWARD**

7.1 Class Counsel may apply to the Court for up to 33 1/3% of the Settlement Amount in attorneys' fees and for reasonable reimbursable out-of-pocket costs and expenses, which, if approved by the Court, the Settlement Administrator will pay from the Settlement Amount. Class Counsel's Motion for Attorneys' Fees and Costs shall be filed at least thirty-five (35) days before the Objection and Exclusion Deadline and shall be posted on the Settlement Website within three (3) days of it being filed. Defendants reserve the right to object to or oppose Class Counsel's requests for fees, costs, and expenses. Plaintiffs and Class Counsel reserve the right to oppose any arguments by Defendants regarding fees, costs or expenses. Defendants shall bear no liability for any attorneys' costs, fees, or expenses not approved by the Court or any attorneys' costs, fees, or expenses not paid from the Settlement Amount. Except as otherwise provided herein, Class Counsel and Defendants' counsel shall bear their own respective fees, costs, and expenses.

7.2 Class Counsel may also apply to the Court for a Service Award for each of the Plaintiffs except Michael Rodriguez, which, if approved by the Court, the Settlement Administrator will pay from the Settlement Amount. The Service Award is not a measure of damages whatsoever, but is solely an award for the Plaintiff's service. Apple, recognizing that the Settlement may entitle Class Counsel to seek a reasonable Service Award for Plaintiffs, will not object to the application, but reserves the right to object to or oppose the amount of the Service Award sought.

7.3 Class Counsel shall provide a Form W-9 for the Plaintiffs for whom Service Awards are sought, and for Class Counsel, within fifteen (15) days of the issuance of the Preliminary Approval Order. The Settlement Administrator shall issue an IRS Form Misc.-1099 for the Service Award payment to Plaintiffs. On or before the later of the Effective Date or thirty (30) days after the Court issues an order, if any, providing for an award of attorneys' fees, costs, and expenses and any Service Awards, Defendants shall provide to the Settlement Administrator from the Settlement Amount the funds required to issue such awards. On or before the later of thirty (30) days after the Effective Date or thirty (30) days after Defendants provide to the Settlement Administrator the funds to make such awards, the Settlement Administrator shall disburse any Service Awards approved by the Court to Plaintiffs and wire any Attorneys' Fees and Costs approved by the Court to an account specified by Class Counsel.

7.4 Apple shall not be liable for any additional fees or expenses of Plaintiffs or any Settlement Class Member in connection with the Action. Class Counsel agree that they will not seek any additional fees or costs from Apple in connection with the Action or the Settlement of the Action beyond the approved Attorneys' Fees and Costs award. Apple expressly agrees that it will not seek to recover its Court costs, attorneys' fees, or expenses once the Court enters a Final Approval Order and Final Judgment.

## 8. RELEASES AND WARRANTIES

8.1 Except as otherwise set forth herein or as to obligations created hereby, as of the Effective Date and Apple's funding of the Settlement Amount, each Settlement Class Member who does not validly and timely request exclusion from the Settlement, on their own behalf and on behalf of their present and former principals, agents, servants, partners, joint venturers, employees, contractors, predecessors, assigns, heirs, spouses, beneficiaries, executors, administrators, representatives, insurers, underwriters, accountants, and lawyers, separately and collectively, releases and forever discharge and covenants not to sue, and is permanently enjoined from suing Defendants, Integrators of Eligible Gift Cards and retailers of Eligible Gift Cards, and each of Defendants', Integrators', and Retailers' present and former principals, agents, servants, partners, joint venturers, directors, officers, managers, employees, contractors, predecessors, successors, assigns, administrators, representatives, parents, shareholders, subsidiaries, affiliates, insurers, underwriters, accountants, and lawyers, separately and collectively, from any and all damages, suits, claims, debts, demands, assessments, obligations, liabilities, attorneys' fees, costs, expenses, rights of action, and causes of action, of any kind or character whatsoever, whether based on contract (express, implied, or otherwise), statute, or any other theory of recovery, and whether for compensatory or punitive damages, and whether known or unknown, suspected or unsuspected, occurring before the Effective Date of the settlement arising out of or related to the subject matter of this Action or the facts underlying this Action (previously defined as "Released Claims"). This release will include claims relating to the Released Claims of which the Releasing Parties are presently unaware or which the Releasing Parties do not presently suspect to exist which, if known to the Releasing Parties, would materially affect the Releasing Parties' release of the Released Parties.

8.2 The Releasing Parties expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code § 1542, or any other similar provision under federal or state law. The Releasing Parties understand that California Civil Code § 1542 states:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

The Releasing Parties expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable, or



equivalent to Section 1542, to the fullest extent that they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, the Releasing Parties hereby acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those that they now know or believe exist with respect to the Released Claims, but that it is their intention to hereby fully, finally, and forever settle and release all of the Released Claims known or unknown, suspected or unsuspected, that they have against the Released Parties. In furtherance of such intention, the release herein given by the Releasing Parties to the Released Parties shall be and remain in effect as a full and complete general release notwithstanding the discovery or existence of any such additional different claims or facts. Each Releasing Party and Released Party expressly acknowledges that he/she/it has been advised by his/her/its attorney of the contents and effect of Section 1542, and with knowledge, each of the Releasing Parties and Released Parties hereby expressly waives whatever benefits he/she/it may have had pursuant to such section. Plaintiffs and Settlement Class Members who do not validly and timely request exclusion from the Settlement shall be deemed by operation of the Final Approval Order and Final Judgment to have acknowledged that the foregoing waiver was separately bargained for and a material element of the Settlement of which this release is a part.

8.3 The amount of the Class Payment pursuant to this Agreement shall be deemed final and conclusive against all Settlement Class Members who shall be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action and the releases provided for herein.

8.4 No person shall have any claim of any kind against the Parties, their counsel, or the Settlement Administrator with respect to the matters set forth in Section 6 hereof, or based on determinations or distributions made substantially in accordance with this Agreement, the Final Approval Order, the Final Judgment, or further order(s) of the Court.

8.5 Except as otherwise set forth herein or as to obligations created hereby, Defendants will be deemed to have completely released and forever discharged Plaintiffs and Class Counsel from and for 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, relating to the institution, prosecution, or settlement of the Action, except for claims relating to the enforcement of the Settlement or this Agreement, and for the submission of false or fraudulent claims for Settlement benefits.

## **9. APPLE'S DENIAL OF LIABILITY; AGREEMENT AS DEFENSE IN FUTURE PROCEEDINGS**

9.1 Apple has indicated its intent to vigorously contest each and every claim in the Action and continues to vigorously deny all of the material allegations in the Action. Apple enters into this 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 Action be settled on the terms and conditions set forth herein in light of the expense that would be necessary to defend the Action,

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.

9.2 Neither this Agreement, nor any of its terms or provisions, nor 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 this Action, or of any liability, fault, or wrongdoing of any kind, nor as an admission or concession by Plaintiffs of any lack of merit of their claims against Apple.

9.3 To the extent permitted by law, neither this 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.

9.4 To the extent permitted by law, the 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 the Released Claims.

## 10. MISCELLANEOUS

10.1 Extensions of Time. All time periods and dates described in this Agreement are subject to the Court's approval. Unless otherwise ordered by the Court, the Parties through their counsel may jointly agree to reasonable extensions of time to carry out any of the provisions of this Agreement. These time periods and dates may be changed by the Court or the Parties' counsel's written consent without notice to the Settlement Class Members.

10.2 Integration. This 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.

10.3 Governing Law. This 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.

10.4 Gender and Plurals. As used in this 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.

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

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

10.7 Counterparts. This 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.

10.8 Cooperation of Parties. The Parties to this Agreement and their counsel 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.

10.9 Execution Voluntary. This 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 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 Agreement and has been advised by counsel regarding the terms, effects, and consequences of this Agreement. Accordingly, in any construction or interpretation to be made of this Agreement, this Agreement shall not be construed as having been drafted solely by any one or more of the Parties or their counsel. The Agreement has been, and must be construed to have been, drafted by all Parties and their counsel, so that any rule that construes ambiguities against the drafter will have no force or effect.

10.10 Notices.

10.10.1 All Notices to Class Counsel provided for herein shall be sent by email and a hard copy sent by overnight mail to: the three individual attorneys identified in Definition G, at the addresses shown therein.

10.10.2 All Notices to Apple provided for herein shall be sent by email and a hard copy sent by overnight mail to:

- Apple Inc., 1 Apple Park Way, MS:60-1NYJ, Cupertino, California 95014; Attn: Chief Litigation Counsel
- Apple Value Services, LLC, 1 Apple Park Way, MS: 37-2AVS, Cupertino, California 95014; Attn: Chief Legal Officer
- David R. Singh, Weil, Gotshal & Manges LLP, 201 Redwood Shores Parkway, Redwood Shores, CA 94065, david.singh@weil.com.

10.10.3 The notice recipients and addresses designated above may be changed by written notice pursuant to this Section.

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

10.12 Severability. If any provision of this Settlement Agreement is declared by the Court to be invalid, void, or unenforceable, the remaining provisions of this Settlement Agreement will continue in full force and effect, unless the provision declared to be invalid, void, or unenforceable is material, at which point the Parties shall attempt to renegotiate the Settlement Agreement or, if that proves unavailing, either Party can terminate the Settlement Agreement without prejudice to any Party.

10.13 Any and all disputes arising out of or related to the Settlement or this Agreement must be

brought by the Parties and/or each member of the Settlement Class exclusively in this Court. The Parties and each member of the Settlement Class hereby irrevocably submit to the exclusive and continuing jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or related to the Settlement or this Agreement.

*[Signatures on next page]*

The Parties have agreed to the terms of this Agreement and have signed below.

Dated: 02/23/2024

Michel I Polston  
MICHEL POLSTON

Dated: \_\_\_\_\_

\_\_\_\_\_  
NANCY MARTIN

Dated: \_\_\_\_\_

\_\_\_\_\_  
MICHAEL RODRIGUEZ

Dated: \_\_\_\_\_

\_\_\_\_\_  
MARIA RODRIGUEZ

Dated: \_\_\_\_\_

\_\_\_\_\_  
ANDREW HAGENE

Dated: \_\_\_\_\_

\_\_\_\_\_  
JOSEPH GUGLIELMO,  
**Scott + Scott Attorneys at Law LLP**

Dated: \_\_\_\_\_

\_\_\_\_\_  
NYRAN ROSE RASCHE,  
**Cafferty Clobes Meriwether & Sprengel  
LLP**

Dated: \_\_\_\_\_

\_\_\_\_\_  
ANTHONY FATA,  
**Kirby McInerney LLP**

ON BEHALF OF PLAINTIFFS

The Parties have agreed to the terms of this Agreement and have signed below.

Dated: \_\_\_\_\_

\_\_\_\_\_  
MICHEL POLSTON

Dated: 02/21/2024

\_\_\_\_\_  
*Nancy Martin*  
\_\_\_\_\_  
NANCY MARTIN

Dated: \_\_\_\_\_

\_\_\_\_\_  
MICHAEL RODRIGUEZ

Dated: \_\_\_\_\_

\_\_\_\_\_  
MARIA RODRIGUEZ

Dated: \_\_\_\_\_

\_\_\_\_\_  
ANDREW HAGENE

Dated: \_\_\_\_\_

\_\_\_\_\_  
JOSEPH GUGLIELMO,  
**Scott + Scott Attorneys at Law LLP**

Dated: \_\_\_\_\_

\_\_\_\_\_  
NYRAN ROSE RASCHE,  
**Cafferty Clobes Meriwether & Sprengel  
LLP**

Dated: \_\_\_\_\_

\_\_\_\_\_  
ANTHONY FATA,  
**Kirby McInerney LLP**

ON BEHALF OF PLAINTIFFS

The Parties have agreed to the terms of this Agreement and have signed below.

Dated: \_\_\_\_\_

\_\_\_\_\_  
MICHEL POLSTON

Dated: \_\_\_\_\_

\_\_\_\_\_  
NANCY MARTIN

Dated: 02/23/2024

*Michael Rodriguez*

\_\_\_\_\_  
MICHAEL RODRIGUEZ

Dated: \_\_\_\_\_

\_\_\_\_\_  
MARIA RODRIGUEZ

Dated: \_\_\_\_\_

\_\_\_\_\_  
ANDREW HAGENE

Dated: \_\_\_\_\_

\_\_\_\_\_  
JOSEPH GUGLIELMO,  
**Scott + Scott Attorneys at Law LLP**

Dated: \_\_\_\_\_

\_\_\_\_\_  
NYRAN ROSE RASCHE,  
**Cafferty Clobes Meriwether & Sprengel  
LLP**

Dated: \_\_\_\_\_

\_\_\_\_\_  
ANTHONY FATA,  
**Kirby McInerney LLP**

ON BEHALF OF PLAINTIFFS

The Parties have agreed to the terms of this Agreement and have signed below.

Dated: \_\_\_\_\_

\_\_\_\_\_  
MICHEL POLSTON

Dated: \_\_\_\_\_

\_\_\_\_\_  
NANCY MARTIN

Dated: \_\_\_\_\_

\_\_\_\_\_  
MICHAEL RODRIGUEZ

Dated: 02/23/2024

*Maria Rodriguez*

\_\_\_\_\_  
MARIA RODRIGUEZ

Dated: \_\_\_\_\_

\_\_\_\_\_  
ANDREW HAGENE

Dated: \_\_\_\_\_

\_\_\_\_\_  
JOSEPH GUGLIELMO,  
**Scott + Scott Attorneys at Law LLP**

Dated: \_\_\_\_\_

\_\_\_\_\_  
NYRAN ROSE RASCHE,  
**Cafferty Clobes Meriwether & Sprengel  
LLP**

Dated: \_\_\_\_\_

\_\_\_\_\_  
ANTHONY FATA,  
**Kirby McInerney LLP**

ON BEHALF OF PLAINTIFFS



The Parties have agreed to the terms of this Agreement and have signed below.

Dated: \_\_\_\_\_

\_\_\_\_\_  
MICHEL POLSTON

Dated: \_\_\_\_\_

\_\_\_\_\_  
NANCY MARTIN

Dated: \_\_\_\_\_

\_\_\_\_\_  
MICHAEL RODRIGUEZ


Dated: \_\_\_\_\_

\_\_\_\_\_  
MARIA RODRIGUEZ

Dated: 02/23/2024

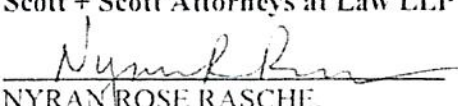
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ANDREW HAGENE

Dated: 2/26/24

  
\_\_\_\_\_  
JOSEPH GUGLIELMO.


Scott + Scott Attorneys at Law LLP

Dated: 02/26/24

  
\_\_\_\_\_  
NYRAN ROSE RASCHE.

Cafferty/Clobes Meriwether & Sprengel  
LLP

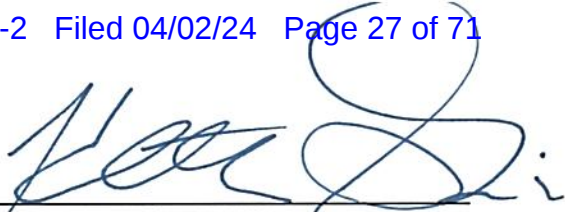
Dated: 2-26-24

  
\_\_\_\_\_  
ANTHONY FATA.

Kirby McInerney LLP

ON BEHALF OF PLAINTIFFS

Dated: Feb. 28, 2024

  
\_\_\_\_\_  
HEATHER GRENIER  
Vice President of Commercial Litigation  
and LGS Operations, Apple Inc.

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
PHILIP LUONGO  
CEO, Apple Value Services, LLC

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
DAVID R. SINGH,  
Weil, Gotshal & Manges LLP

ON BEHALF OF APPLE

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
HEATHER GRENIER  
Vice President of Commercial Litigation  
and LGS Operations, Apple Inc.

Dated: 3/4, 2024

*Philip J. Luongo Jr.*  
\_\_\_\_\_  
PHILIP LUONGO  
CEO, Apple Value Services, LLC

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
DAVID R. SINGH,  
Weil, Gotshal & Manges LLP

ON BEHALF OF APPLE


Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
HEATHER GRENIER  
**Vice President of Commercial Litigation  
and LGS Operations, Apple Inc.**

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
PHILIP LUONGO  
**CEO, Apple Value Services, LLC**

Dated: April 1, 2024

  
\_\_\_\_\_  
DAVID R. SINGH,  
**Weil, Gotshal & Manges LLP**

ON BEHALF OF APPLE