

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
12/09/2019 at 10:48:00 AM
Clerk of the Superior Court
By Tamara Parra, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO, CENTRAL DIVISION**

ANTHONY SHAMRELL and DARYL
RYSYDYK, Individually and on Behalf of All
Others Similarly Situated,

Plaintiffs,

vs.

APPLE, INC.,

Defendant.

) Case No. 37-2013-00055830-CU-PL-CTL

) **CLASS ACTION**

) **~~PROPOSED~~ ORDER (1) GRANTING
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT, (2) APPROVING NOTICE
PLAN, AND (3) SETTING FINAL APPROVAL
HEARING**

) Judge: Hon. Ronald L. Styn
) Dept.: C-74
) Date: November 1, 2019
) Time: 8:30 a.m.

) Filed: July 2, 2013

1 Before the Court is the Unopposed Motion for Preliminary Approval of Class Action
2 Settlement. Plaintiffs Anthony Shamrell and Daryl Rysdyk (“Plaintiffs”), individually and on behalf of
3 the Settlement Class Members,¹ by and through their attorneys of record, Doyle Lowther LLP and
4 Gomez Trial Attorneys, and Defendant Apple Inc. (“Defendant” or “Apple”), by and through their
5 attorneys of record, O’Melveny & Myers LLP, request that the Court enter an order:

- 6 (1) preliminarily approving the Agreement, and finding that it is fair, reasonable, adequate, and
7 the product of investigation, litigation and arm’s-length negotiation;
- 8 (2) appointing KCC as the Settlement Administrator selected and agreed to by the Parties;
- 9 (3) approving the claims, opt-out procedures, and objection procedures provided for in the
10 Agreement;
- 11 (4) setting a Fairness Hearing on March 20, 2020, at 2:00 p.m. in Department 74 of the Superior
12 Court of the State of California, County of San Diego, Central Division.

13 Having reviewed and considered the Agreement and the Unopposed Motion for Preliminary
14 Approval of Class Action Settlement, and having heard and considered the oral arguments of counsel,
15 the Court makes the findings and grants the relief set forth below, preliminarily approving the
16 Settlement contained in the Agreement upon the terms and conditions set forth in this Order. All terms
17 and phrases in this Order shall have the same meaning as they are defined in the Agreement.

18 NOW, THEREFORE, IT IS HEREBY ORDERED:

19 1. The Court preliminarily approves the settlement terms set forth in the Agreement as fair,
20 reasonable, and adequate, and the product of investigation, litigation, and arm’s-length negotiation,
21 subject to final consideration at the Fairness Hearing provided for below.

22 2. KCC, the Settlement Administrator selected and agreed to by the Parties, is appointed as
23 the Settlement Administrator.

24 3. The Notice of Settlement, attached to the Agreement as Exhibits B, C, D, and E, shall be
25 implemented by KCC. KCC shall send out the Notice of Settlement to Class Members, in the manner
26 and form approved by this Court, on November 18, 2019.

27 _____
28 ¹ The capitalized terms used in this Preliminary Approval Order shall have the meanings and/or
definitions given to them in the Settlement Agreement, or if not defined therein, the meanings and/or
definitions given to them in this Preliminary Approval Order.

1 4. Prior to the Fairness Hearing (defined herein), Class Counsel and Defendants shall cause
2 to be filed with the Court an appropriate affidavit or declaration with respect to complying with the
3 Notice Plan that will be submitted to the Court.

4 5. A hearing (the “Fairness Hearing”) shall be held before this Court on March 20, 2020, at
5 2:00 p.m., in Department 74 of the Superior Court of California, County of San Diego, to determine:

- 6 a. whether the terms set forth in the Agreement are fair, reasonable, adequate, and in
7 the best interests of the Settlement Class;
- 8 b. whether a Final Order and Judgment, as provided for in the Agreement, should be
9 entered granting final approval of the settlement; and
- 10 c. whether, and in what amount, attorneys’ fees, costs and expenses, and Class
11 Representative incentive awards, should be paid to an account established and/or
12 directed by Class Counsel for distribution.

13 The Court may adjourn and/or continue the Fairness Hearing without further notice to the Class
14 Members.

15 6. Each Person desiring to exclude themselves from the settlement shall timely submit, via
16 U.S. Mail, written notice of such intent to the designated address. The written notice must clearly
17 manifest the intent to be excluded from the settlement, and must be signed by the Settlement Class
18 Member, or the Settlement Class Member’s parent or guardian (if the Settlement Class Member is a
19 minor). Signature by an authorized representative of the Settlement Class Members is also acceptable
20 if proper and adequate documentation of the authorization accompanies the opt-out. To be effective,
21 written notice must be postmarked by the Settlement Opt-Out Deadline, January 4, 2020.

22 7. All Settlement Class Members who do not request to be excluded from the settlement
23 shall be bound by the terms of the Agreement, the Final Order and Judgment entered thereon, and all
24 Orders entered by the Court in connection with the settlement terms set forth in the Agreement. All
25 Persons who submit valid and timely notices of their intent to be excluded from the settlement shall
26 neither receive any benefits, nor be bound by the terms of the Agreement.

27 8. Class Members who wish to submit a Claim for any benefit under the Agreement, as to
28 which a Claim is required, shall do so in accordance with the requirements and procedures set forth in

1 the Agreement and submit a claim by March 23, 2020. All Class Members who qualify for any benefit
2 under the Agreement as to which a Claim is required, but fail to submit a Claim therefor in accordance
3 with the requirements and procedures of the Agreement, shall be forever barred from receiving any
4 such benefit, but will in all other respects be subject to and bound by the provisions of the Agreement,
5 the releases contained therein, and the Final Order and Judgment.

6 9. Each Class Member desiring to object to the settlement shall submit a timely written
7 statement by first-class United States Mail, postage paid, to the Settlement Administrator that describes
8 the Class Member's objection in specific terms and the reasons for any such objection, including any
9 evidence and legal authority the Class Member wishes to bring to the Court's attention and any
10 evidence the Class member wishes to introduce in support of his or her objection, as well as the Class
11 Member's name, email and postal addresses, and telephone number, and information demonstrating
12 that the Class Member is entitled to be included as a Member of the Class. To be timely, written notice
13 of an objection in the format above must be mailed to the Settlement Administrator by December 31,
14 2019.

15 10. All discovery and pretrial proceedings in this Action are stayed and suspended until
16 further order of this Court.

17 11. Pending the final determination of the fairness, reasonableness, and adequacy of the
18 terms set forth in the Agreement, no Class Member, either directly, representatively, or in any other
19 capacity, shall institute, commence, or prosecute any of the Released Claims in any action or
20 proceeding in any court or tribunal.

21 12. Neither the Agreement, nor the terms contained therein, nor any act performed or
22 document executed pursuant to or in furtherance of the Agreement or the settlement: (a) is or may be
23 deemed to be, or may be used as an admission of, or evidence of, the validity or lack thereof of any
24 Released Claim, or of any wrongdoing or liability of Defendants; or (b) is or may be deemed to be, or
25 may be used as an admission of, or evidence of, any fault or omission of Defendants, in any civil,
26 criminal, or administrative proceeding in any court, administrative agency, or other tribunal.

27 13. In the event the Court does not grant final approval of the Agreement, or the Agreement
28 is terminated in accordance with its terms, the Settling Parties shall be restored to their respective

1 positions in the Action, except that all scheduled litigation deadlines shall be reasonably extended so as
2 to avoid prejudice to any Settling Party or litigant. In such event, the terms and provisions of the
3 Agreement shall have no further force and effect with respect to the Settling Parties, and shall not be
4 used in the Action or in any other proceeding for any purpose, and any judgment or order entered by
5 the Court in accordance with the terms of the Agreement shall be treated as vacated, nunc pro tunc.

6
7
8 **IT IS SO ORDERED.**

9
10 Dated: 12/9/19



Honorable Judge Ronald L. Styn
Superior Court Judge

EXHIBIT A

Submit this Claim Form online or mail it to the address below postmarked no later than **March 23, 2020**.

Shamrell, et al. v. Apple Inc.

Settlement Administrator

P.O. Box 404111

Louisville, KY 40233-4111

EXHIBIT B

Notice of Settlement to Claims-Made Class Members

To:

From:

Re: Settlement Notice - iPhone Sleep/Wake Button

iPhone Sleep/Wake Button Class Action Settlement - Submit a Claim Form for up to \$24 per device at www.powerbuttonclassaction.com to receive your settlement payment.

A settlement has been reached with Apple, Inc. (“Apple”) in a class action lawsuit alleging that Apple sold the iPhone 4, iPhone 4S and iPhone 5 with defective sleep/wake (power) buttons and failed to disclose (or insufficiently disclosed) this defect to purchasers in violation of various California state laws.

Apple denies all of the allegations made in the lawsuit, and denies that Apple did anything improper or unlawful. Apple has asserted numerous affirmative defenses to the claims in this case. The proposed settlement is not an admission of any wrongdoing by Apple.

Who’s Included? The settlement includes (1) all California citizens who purchased one or more iPhone 4 or 4S smartphones from Apple or a third-party retailer, from June 24, 2010 through October 10, 2011 for the iPhone 4, and from October 11, 2011 through September 20, 2012 for the iPhone 4S, and whose sleep/wake (power) button stopped working or worked intermittently during a one year period from date of purchase, and (2) all California citizens who purchased one or more iPhone 5 smartphones from Apple or a third-party retailer prior to April 1, 2013, and whose sleep/wake (power) button stopped working or worked intermittently during a three year period from date of purchase (together “Class Members”). People who have already had their Class Device repaired or replaced by Apple for free because of a non-working sleep/wake button are excluded from the Class.

What Does the Settlement Provide? A \$20 million Settlement Fund has been established by Apple in this settlement. After deducting Court-approved attorneys’ fees and expenses, service awards, and the costs of settlement notice and administration, the net Settlement Fund will be made available to Class Members who submit valid Claim Forms (and to those Class Members for whom Apple has a record of a reported issue with the sleep/wake button on their Class Device, but no record that Apple has already repaired or replaced that Class Device for free).

Your payment amount could be as much as \$24 per Class Device. Final payments will be calculated and distributed based on the total number of Class Members who submit valid Claim Forms (and the number of Class Members for whom Apple has a record of a reported issue with the sleep/wake button on their Class Device, but no record that Apple has already repaired or replaced that Class Device for free).

How Do You Get a Payment? You must complete and submit a valid claim form by **March 23, 2020**. Claim Forms may be submitted online at www.powerbuttonclassaction.com, or printed from the website and mailed to the address on the form. Claim Forms are also available by calling 1-855-336-4060.

Your Other Options. If you do nothing, your rights will be affected and you won’t get a payment. If you don’t want to be legally bound by the settlement, you must exclude yourself from it by **January 4, 2020**. Unless you exclude yourself, you won’t be able to sue or continue to sue Apple for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the settlement (i.e., don’t exclude yourself), you may object to it or ask for permission for you or

your own lawyer to appear and speak at the hearing—at your own cost—but you don't have to. Objections and requests to appear are due by **December 31, 2019**. More information about these options is in the detailed notice available at www.powerbuttonclassaction.com.

EXHIBIT C

If you purchased a new iPhone 4, 4S or 5 you could get a payment from a class action settlement.

Includes: iPhone 4 purchases made from June 24, 2010 through October 10, 2011; iPhone 4S purchases made from October 11, 2011 through September 20, 2012; and iPhone 5 purchases made prior to April 1, 2013.

- A settlement has been reached with Apple, Inc. (“Apple”) in a class action lawsuit alleging that Apple sold the iPhone 4, iPhone 4S and iPhone 5 with defective sleep/wake (power) buttons and failed to disclose (or insufficiently disclosed) this defect to purchasers in violation of various California state laws.
 - You may be included in this settlement as a “Class Member” if you fit within one or both of the following Court certified Classes:
 - **iPhone 4 and 4S Class:** All California citizens who purchased one or more iPhone 4 or 4S smartphones from Apple or a third-party retailer, from June 24, 2010 through October 10, 2011 for the iPhone 4, and from October 11, 2011 through September 20, 2012 for the iPhone 4S, and whose sleep/wake (power) button stopped working or worked intermittently during a one year period from date of purchase.
 - **iPhone 5 Class:** All California citizens who purchased one or more iPhone 5 smartphones from Apple or a third-party retailer prior to April 1, 2013, and whose sleep/wake (power) button stopped working or worked intermittently during a three year period from date of purchase.

The iPhones described above are referred to as “Class Devices”.

 - **Excluded from the Classes are persons whose Class Device was already repaired or replaced by Apple for free due to a non-working sleep/wake button.**
- Your rights are affected whether you act or don’t act. Read this Notice carefully.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT: | |
|---|--|
| SUBMIT A CLAIM FORM DEADLINE: MARCH 23, 2020 | This is the only way you can receive a payment from this settlement if Apple does not have a record of a reported issue with the sleep/wake button on your Class Device (and no record that Apple has already provided a free repair or replacement for that device). If you submit a Claim Form, you will give up the right to sue Apple in a separate lawsuit about the claims this settlement resolves. |
| ASK TO BE EXCLUDED DEADLINE: JANUARY 4, 2020 | If you decide to exclude yourself, you will keep the right to sue Apple in a separate lawsuit about the claims this settlement resolves, but you give up the right to get a payment from this settlement. This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Apple related to the legal claims in this case. |
| OBJECT TO THE SETTLEMENT DEADLINE: DECEMBER 31, 2020 | If you do not exclude yourself from the settlement, you may object to it by writing to the Court about why you don’t like the settlement. |
| GO TO A HEARING ON: MARCH 20, 2020 | You may object to the settlement and ask the Court for permission to speak at the fairness hearing about your objection. |
| DO NOTHING | If you are a Class Member, you are automatically part of the settlement. If you do nothing, you will not get a payment from this settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against Apple for any claim made in this lawsuit or released by the Settlement Agreement. |

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the settlement.

BASIC INFORMATION

1. Why was this Notice issued?

A state Court authorized this Notice because you have a right to know about the proposed settlement of this class action lawsuit and about all of your options before the Court decides whether to grant final approval to the proposed settlement. This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, and who can get them.

The Honorable Ronald L. Styn of the Superior Court of San Diego County, Central Division, is overseeing this class action. The case is known as *Shamrell, et al. v. Apple Inc.*, Case No. 37-2013-00055830-CU-PL-CTL. The people who filed this lawsuit are called the “Plaintiffs” and the company they sued, Apple, Inc., is called the “Defendant.”

2. What is this lawsuit about?

The lawsuit alleges that Apple sold the iPhone 4, iPhone 4S and iPhone 5 with defective sleep/wake (power) buttons and failed to disclose (or insufficiently disclosed) this defect to purchasers in violation of various California state laws. The lawsuit sought relief for alleged claims of breach of warranty and alleged violations of the California Consumers Legal Remedies Act, the California Unfair Competition Law, the California Song-Beverly Act and the Magnuson-Moss Warranty Act.

Apple denies all of the allegations made in the lawsuit, and denies that Apple did anything improper or unlawful. Apple has asserted numerous affirmative defenses to the claims in this case. The proposed settlement is not an admission of guilt or any wrongdoing by Apple.

3. What is a class action?

In a class action, one or more people or entities called Class Representatives or Plaintiffs (in this case Anthony Shamrell and Daryl Rysdyk) sue on behalf of other people with similar claims. The people included in the class action are called the Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a settlement?

The Court did not decide in favor of the Plaintiffs or Defendant. Instead, the Plaintiffs and Defendant agreed to a settlement. This way, they avoid the cost, burden and uncertainty of a trial and the people allegedly affected can get benefits. The Class Representatives and their attorneys think the settlement is best for all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT

5. How do I know whether I am part of the settlement?

On January 7, 2019, following multiple rounds of class certification briefing, including two appeals to the California Court of Appeal, the Court certified two classes. You are included in the settlement if you fit within one or both of the certified class definitions, which are defined as:

- **iPhone 4 and 4s Class:** All California citizens who purchased one or more iPhone 4 or 4s smartphones from Apple or a third-party retailer, from June 24, 2010 through October 10, 2011 for the iPhone 4, and from October 11, 2011 through September 20, 2012 for the iPhone 4s, and whose sleep/wake (power) button stopped working or worked intermittently during a one year period from date of purchase.
- **iPhone 5 Class:** All California citizens who purchased one or more iPhone 5 smartphones from Apple or a third-party retailer prior to April 1, 2013, and whose sleep/wake (power) button stopped working or worked intermittently during a three year period from date of purchase.

6. Are there exceptions to being included?

Yes, the settlement does not include persons whose class iPhone was repaired or replaced by Apple due to a non-working sleep/wake button.

7. What if I am still not sure whether I am part of the settlement?

If you are not sure whether you are included, call 1-855-336-4060, go to www.powerbuttonclassaction.com, or write to one of the lawyers listed in Question 18 below.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

QUESTIONS? CALL 1-855-336-4060 TOLL-FREE OR VISIT WWW.POWERBUTTONCLASSACTION.COM

8. What does the settlement provide?

A \$20 million Settlement Fund has been established by Apple in this settlement. After deducting Court-approved attorneys' fees and expenses, service awards, and the costs of settlement notice and administration, the net Settlement Fund will be made available to Class Members who submit valid Claim Forms (and to those Class Members for whom Apple has a record of a reported issue with the sleep/wake button on their Class Device, but no record that Apple has already repaired or replaced that Class Device for free).

9. How much will my payment be?

Your payment amount could be as much as \$24 per Class Device. Final payments will be calculated and distributed based on the total number of Class Members who submit valid Claim Forms (and the number of Class Members for whom Apple has a record of a reported issue with the sleep/wake button on their Class Device, but no record that Apple has already repaired or replaced that Class Device for free).

HOW TO GET A SETTLEMENT PAYMENT—SUBMITTING A CLAIM FORM

10. How do I get a payment?

If you received a notice by email or mail indicating that you are required to submit a Claim Form, you must complete and submit a valid claim form by March 23, 2020 in order to receive a payment under the proposed settlement. Claim Forms may be submitted online at www.powerbuttonclassaction.com, or printed from the website and mailed to the address on the form. Claim Forms are also available by calling 1-855-336-4060.

If you received a notice via email that was directed to "Direct-Pay Class Members", this indicates that Apple has a record of a reported issue with the sleep/wake button on your Class Device, but no record that Apple has already repaired or replaced your Class Device for free. In order to receive your settlement payment, you must update or confirm your mailing address by March 23, 2020 in order to receive a settlement payment. You may confirm or update your address online at www.powerbuttonclassaction.com or by calling 1-855-336-4060.

11. When would I get my payment?

The Court will hold a hearing at 2:00 p.m. on March 20, 2020, to decide whether to grant final approval to the settlement. If the Court approves the settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed to Class Members as soon as possible, if and when the Court grants final approval to the settlement. The Court may also elect to move the Fairness Hearing to a different date or time in its sole discretion, without providing further Notice to the Class.

12. What rights am I giving up to get a payment and stay in the Class?

Unless you exclude yourself, you are staying in the Class. If the settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You won't be able to sue, continue to sue, or be part of any other lawsuit against Apple and certain related parties for any claim made in this lawsuit or released by the Settlement Agreement. The rights you are giving up are called Released Claims.

13. What are the Released Claims?

Generally, if and when the Settlement Agreement becomes final, Class Members will permanently release Apple, Inc., (including its present or former affiliates, agents, attorneys, contractors, divisions, employees, holding companies, insurers, servants, shareholders, sister corporations, officers, directors, representatives, and successors) from claims relating to the sleep/wake button on the iPhone 4, 4s and 5. The specific claims you will be releasing are described in more detail in paragraph 4.2 of the Settlement Agreement, available at www.powerbuttonclassaction.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Apple for any claim made in this lawsuit or released by the Settlement Agreement, and you do not want to receive a payment from this settlement, you must take steps to get out of the settlement. This is called excluding yourself or opting out of the settlement.

14. How do I get out of the settlement?

If you want to be excluded from the settlement you must mail a written request for exclusion to the Settlement Administrator. Your request for exclusion must include: (1) your full name, address and email address; (2) the name of this case, *Shamrell, et al. v. Apple Inc.*, Case No. 37-2013-00055830-CU-PL-CTL; (3) a clear statement indicating that

QUESTIONS? CALL 1-855-336-4060 TOLL-FREE OR VISIT WWW.POWERBUTTONCLASSACTION.COM

you are a Class Member and you wish to be excluded from the Class; and (4) your signature. Your request for exclusion must be mailed to the Settlement Administrator at the address below and postmarked no later than January 4, 2020:

Shamrell, et al. v. Apple Inc.
Settlement Administrator
P.O. Box 404111
Louisville, KY 40233-4111

15. If I exclude myself, can I still get a payment from this settlement?

No. If you exclude yourself, you are telling the Court that you don't want to be part of the Class in this settlement. You can only get a payment if you stay in the Class and provide or confirm your address or submit a Claim Form (if needed).

16. If I do not exclude myself, can I sue Apple for the same claims later?

No. Unless you exclude yourself, you are giving up the right to sue Apple for the claims that this settlement resolves. You must exclude yourself from *this* lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against Apple.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. Judge Styn appointed Doyle Lowther, LLP and Gomez Trial Attorneys to represent you and other Class Members as "Class Counsel." These law firms and their lawyers are experienced in handling similar cases. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers be paid?

Class Counsel will ask the Court for an award of attorneys' fees from the Settlement Fund of no more than 35% of the Settlement Fund, as well as reimbursement of their expenses. The Court will determine these amounts. All of these amounts, as well as the costs associated with administering the settlement and service awards to the Class Representatives (\$10,000 each, if approved), will be paid from the Settlement Fund before making payments to qualifying Class Members.

OBJECTING TO THE SETTLEMENT

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

19. How do I tell the Court that I do not like the settlement?

If you are a Class Member, you can object to the settlement if you do not like it or a portion 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 via First Class U.S. mail saying that you object to the settlement of *Shamrell, et al. v. Apple Inc.*, Case No. 37-2013-00055830-CU-PL-CTL. Your objection must also include: (1) your full name; (2) address; (3) email address; (4) telephone number; (5) signature; (6) the words "Notice of Objection" or "Formal Objection," or words to that effect; and (5) a clear statement setting forth the factual and/or legal reasons why you object to the settlement. Mail your objection to all three addresses below postmarked on or before December 31, 2019.

| Clerk of the Court | Class Counsel | Defense Counsel |
|---|--|---|
| Clerk of the Superior Court of California, County of San Diego, Central Division 330 W. Broadway, Room 225 San Diego, CA 92101 | Deborah Dixon Gomez Trial Attorneys 655 W. Broadway, Suite 1700 San Diego, CA 92101 | Matthew D. Powers O'Melveny & Myers LLP 2 Embarcadero Ctr., 28 th Fl. San Francisco, CA 94111 |

20. May I come to Court to speak about my objection?

Yes. You or your attorney may speak at the Fairness Hearing about your objection. To do so, in addition to the information above, your objection must also include: (1) a statement that it is your "Notice of Intention to Appear at the Fairness Hearing *Shamrell, et al. v. Apple Inc.*, Case No. 37-2013-00055830-CU-PL-CTL; (2) an outline of your positions and the reasons for them; and (3) copies of any supporting documents or briefs you want the Court to consider. Remember, your objection must be postmarked by December 31, 2019, and sent to all three addresses in Question 19.

21. What is the difference between objecting to the settlement and asking to be excluded from it?

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 (do not exclude yourself). Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you cannot object because the settlement 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.

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

The Court will hold a Fairness Hearing at 2:00 p.m. on March 20, 2020, at the Superior Court of California, County of San Diego, Central Division, 330 W. Broadway, Dept. 74, San Diego, California 92101. At this hearing, the Court will consider whether to approve the settlement; Class Counsel's request for attorneys' fees and expenses; and the service awards to the Class Representatives. If there are objections, the Court will consider them. Judge Styn will listen to people who have asked to speak at the hearing (see Question 21 above). At the hearing, the Court will decide whether to approve the settlement. The Court may elect to move the Fairness Hearing to a different date or time in its sole discretion, without providing further Notice to the Class. The date and time of the final Fairness Hearing can be confirmed at www.powerbuttonclassaction.com.

23. Do I have to come to the hearing?

No. Class Counsel will answer any questions Judge Styn may have. However, you are welcome to come to the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary.

24. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing (see Question 21 above).

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will give up the rights explained in Question 13, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Apple for any claim made in this lawsuit or released by the Settlement Agreement. In addition, you will not receive a payment from the Settlement Fund.

GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the proposed settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.powerbuttonclassaction.com, by calling 1-855-336-4060, or by writing to the Settlement Administrator at: *Shamrell, et al. v. Apple Inc.* Settlement Administrator, P.O. Box 404111, Louisville, KY 40233-4111.

EXHIBIT D

Court-Directed Notice regarding Class Action Settlement

Shamrell, et al. v. Apple Inc.

Para obtener una notificación en español, póngase en contacto con nosotros o visite nuestro sitio web www.powerbuttonclassaction.com

LEGAL NOTICE

**IF YOU PURCHASED A
NEW IPHONE 4 FROM
JUNE 24, 2010 THROUGH
OCTOBER 10, 2011 OR
IPHONE 4S FROM
OCTOBER 11, 2011
THROUGH SEPTEMBER 20,
2012 OR THE IPHONE 5
PRIOR TO APRIL 1, 2013,
YOU COULD GET A
PAYMENT FROM A CLASS
ACTION SETTLEMENT.**

XXX

Shamrell et al. v. Apple Class Litigation

P.O. Box 404111

Louisville, KY 40233-4111

«Barcode»

Postal Service: Please do not mark barcode

Claim#: XXX-«ClaimID»-«MailRec»

«First1» «Last1»

«CO»

«Addr2»

«Addr1»

«City», «St» «Zip»

«Country»

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Who’s Included? The settlement includes (1) all California citizens who purchased one or more iPhone 4 or 4S smartphones from Apple or a third-party retailer, from June 24, 2010 through October 10, 2011 for the iPhone 4, and from October 11, 2011 through September 20, 2012 for the iPhone 4S, and whose sleep/wake (power) button stopped working or worked intermittently during a one year period from date of purchase, and (2) all California citizens who purchased one or more iPhone 5 smartphones from Apple or a third-party retailer prior to April 1, 2013, and whose sleep/wake (power) button stopped working or worked intermittently during a three year period from date of purchase (together “Class Members”). People who have already had their Class Device repaired or replaced by Apple for free because of a non-working sleep/wake button are excluded from the Class.

What Does the Settlement Provide? A \$20 million Settlement Fund has been established by Apple in this settlement. After deducting Court-approved attorneys’ fees and expenses, service awards, and the costs of settlement notice and administration, the net Settlement Fund will be made available to Class Members who submit valid Claim Forms (and to those Class Members for whom Apple has a record of a reported issue with the sleep/wake button on their Class Device, but no record that Apple has already repaired or replaced that Class Device for free).

Your payment amount could be as much as \$24 per Class Device. Final payments will be calculated and distributed based on the total number of Class Members who submit valid Claim Forms (and the number of Class Members for whom Apple has a record of a reported issue with the sleep/wake button on their Class Device, but no record that Apple has already repaired or replaced that Class Device for free).

How Do You Get a Payment? You must complete and submit a valid claim form by March 23, 2020. Claim Forms may be submitted online at www.powerbuttonclassaction.com, or printed from the website and mailed to the address on the form. Claim Forms are also available by calling 1-855-336-4060.

Your Other Options. If you do nothing, your rights will be affected and you won’t get a payment. If you don’t want to be legally bound by the settlement, you must exclude yourself from it by January 4, 2020. Unless you exclude yourself, you won’t be able to sue or continue to sue Apple for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the settlement (i.e., don’t exclude yourself), you may object to it or ask for permission for you or your own lawyer to appear and speak at the hearing—at your own cost—but you don’t have to. Objections and requests to appear are

due by December 31, 2019. More information about these options is in the detailed notice available at www.powerbuttonclassaction.com.

DO NOT CONTACT THE COURT FOR ANY REASON.

EXHIBIT E

Notice of Settlement to Direct-Pay Class Members

To:

From:

Re: Settlement Notice - iPhone Sleep/Wake Button

iPhone Sleep/Wake Button Class Action Settlement. Claim your settlement payment by confirming or updating your address at www.powerbuttonclassaction.com.

Apple's Records Indicate You Reported An Issue With The Sleep/Wake Button On Your iPhone 4, 4S or 5 and There Is No Record Of A Repair Or Replacement Provided For Free.

A settlement has been reached with Apple, Inc. ("Apple") in a class action lawsuit alleging that Apple sold the iPhone 4, iPhone 4S and iPhone 5 with defective sleep/wake (power) buttons and failed to disclose (or insufficiently disclosed) this defect to purchasers in violation of various California state laws.

Apple denies all of the allegations made in the lawsuit, and denies that Apple did anything improper or unlawful. Apple has asserted numerous affirmative defenses to the claims in this case. The proposed settlement is not an admission of any wrongdoing by Apple.

Who's Included? The settlement includes (1) all California citizens who purchased one or more iPhone 4 or 4S smartphones from Apple or a third-party retailer, from June 24, 2010 through October 10, 2011 for the iPhone 4, and from October 11, 2011 through September 20, 2012 for the iPhone 4S, and whose sleep/wake (power) button stopped working or worked intermittently during a one year period from date of purchase, and (2) all California citizens who purchased one or more iPhone 5 smartphones from Apple or a third-party retailer prior to April 1, 2013, and whose sleep/wake (power) button stopped working or worked intermittently during a three year period from date of purchase (together "Class Members"). People who have already had their Class Device repaired or replaced by Apple for free because of a non-working sleep/wake button are excluded from the Class.

What Does the Settlement Provide? A \$20 million Settlement Fund has been established by Apple in this settlement. After deducting Court-approved attorneys' fees and expenses, service awards, and the costs of settlement notice and administration, the net Settlement Fund will be made available to Class Members who submit valid Claim Forms (and to those Class Members for whom Apple has a record of a reported issue with the sleep/wake button on their Class Device, but no record that Apple has already repaired or replaced that Class Device for free).

Your payment amount could be as much as \$24 per Class Device. Final payments will be calculated and distributed based on the total number of Class Members who submit valid Claim Forms (and the number of Class Members for whom Apple has a record of a reported issue with the sleep/wake button on their Class Device, but no record that Apple has already repaired or replaced that Class Device for free).

How Do You Get a Payment? You must update or confirm your mailing address **by March 23, 2020** in order to receive a settlement payment. You may update or confirm your mailing address at www.powerbuttonclassaction.com or by calling 1-855-336-4060.

Your Other Options. If you do nothing, your rights will be affected and, if the Settlement Administrator does not have your current address, you won't get a payment. If you don't want to be legally bound by the settlement, you must exclude yourself from it by January 4, 2020. Unless you exclude yourself, you won't be able to sue or continue to sue Apple for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the settlement (i.e., don't exclude yourself), you may object to it or ask for permission for you or your own lawyer to appear and speak at the hearing—at your own cost—but you don't have to. Objections and requests to appear are due by December 31, 2019. More information about these options is in the detailed notice available at www.powerbuttonclassaction.com.