

**If you purchased AppleCare Protection Plan or AppleCare+ for an iPhone or iPad either directly or through the iPhone Upgrade Program on or after July 20, 2012, and received a remanufactured replacement iPhone or iPad, you could be included in a class action lawsuit settlement.**

*The United States District Court for the Northern District of California ordered this notice. This is not an advertisement or solicitation from a lawyer. You are not being sued.*

- A lawsuit is pending in the United States District Court for the Northern District of California (the “Court”) against Apple Inc., AppleCare Service Company Inc., and Apple CSC Inc. (collectively, “Defendants”). Plaintiffs’ claims arise out of two extended service plans offered by Apple Inc.: AppleCare+ and its predecessor, AppleCare Protection Plan.
- The terms and conditions for AppleCare Protection Plan and AppleCare+ provided that when a customer sought service for a covered iPhone or iPad due to a hardware defect or accidental damage, Apple Inc. would either repair the device or replace it with a device that was either “new or equivalent to new in performance and reliability.”
- One of the types of replacements customers can receive under AppleCare Protection Plan and AppleCare+ is a remanufactured iPhone or iPad. Plaintiffs allege that remanufactured devices are not “equivalent to new in performance and reliability” and assert claims against Defendants for breach of contract, breach of warranty, and alleged violations of California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200.
- On September 17, 2019, the Court certified a class for purposes of litigating the merits of the case.
- Plaintiffs reached a Settlement with Defendants, and the parties have memorialized that Settlement in a Settlement Agreement dated September 30, 2021.
- Defendants deny any wrongdoing, and the Court did not decide whether Defendants did anything wrong. If the case had proceeded, Plaintiffs would have been required to prove their claims against Defendants at a trial.
- Your legal rights are affected whether you act or don’t act. These rights and options—and the deadlines to exercise them—are explained in this notice. **Please read this notice carefully.**

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<p><b>ASK TO BE EXCLUDED</b></p>	<p><b>Get out of this Settlement. Get no benefits from it.</b></p> <p>If you are receiving notice for the first time (because you received a remanufactured replacement iPad or iPhone between October 1, 2019, and September 30, 2021), you may request to be excluded from the Settlement. To do this, you must submit a valid request for exclusion to remove yourself from the Settlement by <b>March 4, 2022</b>.</p> <p>If you ask to be excluded, you will not receive any money from the Settlement but you will keep any right to sue Defendants separately about the claims in this lawsuit. This is the only option that allows you to retain your right to sue Defendants for claims that would otherwise be released by a judgment in the lawsuit, whether that judgment is favorable to the Class or not.</p> <p>If you received a remanufactured replacement iPhone or iPad between July 20, 2012, and September 30, 2019, the deadline to request exclusion has expired and you are part of the Class (unless you previously submitted a timely and valid request for exclusion).</p>
<p><b>OBJECT</b></p>	<p>If you are a Class Member, you may write to the Court about why you don’t like the Settlement with the Defendants. Objections must be received by <b>March 4, 2022</b>.</p>
<p><b>ATTEND THE FINAL FAIRNESS HEARING</b></p>	<p>You may request to speak in Court about the fairness of the Settlement.</p>
<p><b>DO NOTHING</b></p>	<p>If you are a Class Member and you do nothing regarding the Settlement, you will remain part of the Settlement and you may participate in any monetary distribution. The Settlement will resolve your claims against Defendants, and you will give up your rights to sue Defendants about the Released Claims (as defined in the Settlement Agreement). You will be bound by the judgment.</p>

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## BASIC INFORMATION ABOUT THE LAWSUIT

### 1. What is the lawsuit about?

The name of the lawsuit is *Maldonado et al. v. Apple Inc. et al.*, and it is pending in the United States District Court for the Northern District of California (Case No. 3:16-cv-04067-WHO). Plaintiffs' claims arise out of two extended service plans offered by Apple Inc.: AppleCare+ and its predecessor, AppleCare Protection Plan.

The terms and conditions for AppleCare Protection Plan and AppleCare+ provided that when a customer sought service for a covered iPhone or iPad due to a hardware defect or accidental damage, Apple Inc. would either repair the device or replace it with a device that was "new or equivalent to new in performance and reliability." One of the types of replacements customers can receive under AppleCare Protection Plan and AppleCare+ is a remanufactured iPhone or iPad. Plaintiffs allege that remanufactured devices are not "equivalent to new in

performance and reliability” and assert claims against Defendants for breach of contract, alleged violations of the Magnusson-Moss Warranty Act and Song-Beverly Consumer Warranty Act, and alleged violations of California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200.

You can read the operative Complaint at ReplacementDeviceLawsuit.com.

**2. What is Defendants’ response?**

Defendants deny that they did anything wrong. The Court has not found that Defendants engaged in any wrongdoing. Defendants’ answer to the operative Complaint is available at ReplacementDeviceLawsuit.com.

**3. What is a class action, and who is involved?**

In a class action lawsuit, one or more people called the “plaintiffs” sue on behalf of other people who have similar claims, called the “class members.” In certifying a class, the court appoints the plaintiffs to serve as “class representatives.” For the purposes of a class action lawsuit, one court will resolve the issues for all class members, except for those people who properly exclude themselves from the lawsuit, as described in Question 12 below.

**4. Why is there a settlement?**

The Court did not decide in favor of Plaintiffs or Defendants. Plaintiffs believe they may have won at trial and possibly obtained a greater recovery. Defendants believe the Plaintiffs would not have won at a trial and that Plaintiffs would have recovered nothing against them. Litigation involves risks to both sides, and Plaintiffs and Defendants have agreed to the Settlement. The Settlement requires Defendants to pay money (as set forth in the Settlement Agreement). Plaintiffs and their attorneys believe the Settlement is in the best interest of all Class Members.

**WHO IS IN THE CLASS**

**5. Am I part of the Class?**

The Court has decided you are a member of the Class if you purchased AppleCare or AppleCare+ either directly or through the iPhone Upgrade Program on or after July 20, 2012, and received a remanufactured replacement Device on or before September 30, 2021, unless you submit a valid and timely request to be excluded.

**6. Are there exceptions to being included in the Class?**

Yes. The Class excludes Class Counsel; any employees of Class Counsel; any officers, directors, or employees of Defendants’ or Defendants’ counsel; and the judge presiding over this case (as well as members of his or her immediate family and staff). The Class also excludes anyone who submitted a valid and timely request to be excluded (see Question 12 below).

**7. I’m still not sure if I’m included. What do I do?**

If you are still not sure whether you are included in the Settlement, you can get free help by calling or writing to the lawyer in this case at the phone number or address listed in Section 16 below.

**THE BENEFITS OF THE SETTLEMENT AGREEMENT WITH DEFENDANTS**

**8. What does the Settlement provide?**

If the Settlement is approved, Apple will pay \$95,000,000. This Settlement would resolve all Class Members’ claims against the Defendants for the Released Claims (as defined in the Settlement Agreement).

**9. What is the Settlement Fund being used for?**

No money will be distributed yet. A portion of the Settlement Proceeds has been and will be used by the Settlement Administrator for notice and administration costs. Additionally, Class Counsel may request that the Court award attorney’s fees and permit the reimbursement of certain litigation costs and expenses. If such request is made at this time, it will be filed at least fourteen days before the objection deadline and posted on the Settlement Website, ReplacementDeviceLawsuit.com, at that time. Class Counsel will not seek more than 30% of the Settlement Fund as attorney’s fees, or \$28.5 million. Class Counsel will request service awards of up to \$12,500 for one

Class Representative and up to \$15,000 for the other. All Settlement funds that remain after payment of the Court-ordered attorney's fees, costs, and litigation expenses will be distributed to Class Members on a pro rata basis, based on the number of devices within the Class for each Class Member, as ordered by the Court.

## HOW YOU CAN GET A PAYMENT

### 10. How do I get a payment from the Settlement?

If you a Class Member and you stay in the Class, a payment will be sent to you automatically. You do not need to take any further action.

## YOUR RIGHTS AND OPTIONS

**If you were not within the scope of the prior notice program, you must decide whether to stay in the Class or ask to be excluded on or before March 4, 2022.**

### 11. How do I stay in the Class?

You do not have to do anything to stay in the Class. By doing nothing, you will get your share of the Settlement as outlined above. By staying in the Class, you give up your right to sue or continue to sue Defendants as part of any other lawsuit about the same legal claims in this lawsuit. By staying in the Class, you will also be legally bound by all of the orders the Court issues and the judgment the Court makes in this lawsuit.

### 12. How do I exclude myself from the Class?

If you did not previously receive notice (because you received a remanufactured replacement iPad or iPhone between October 1, 2019, and September 30, 2021) and you do not want to be a member of the Class, you can exclude yourself from (or "opt out" of) the Class by following the prompts at [ReplacementDeviceLawsuit.com](http://ReplacementDeviceLawsuit.com).

You can also opt out by mailing a letter to the Settlement Administrator. The exclusion letter must include

- a) your full name, address, and email;
- b) the name and number of this case (*Maldonado et al. v. Apple Inc. et al.*, Case No. 3:16-cv-04067-WHO); and
- c) a clear statement that you want to be excluded from the Class.

The exclusion letter must be signed and dated, and received by March 4, 2022. You must mail your exclusion letter to the following address:

*Maldonado et al. v. Apple Inc. et al.*  
P.O. Box 6659  
Portland, OR 97228-6659

If you previously received a notice when the Class was certified (because you received a remanufactured replacement iPhone or iPad between July 20, 2012, and September 30, 2019), you were already given the opportunity to exclude yourself and that deadline has expired. If you fall within the Certified Class definition, you are part of the Class.

### 13. What happens if I exclude myself from the Class?

If you exclude yourself from the Class, you won't get any money or benefits from the Settlement Fund. By excluding yourself, however, you will retain any right you may have to sue Defendants about the same claims alleged in this lawsuit at your own expense.

## OBJECTING TO THE SETTLEMENT

### 14. How do I tell the Court that I don't like the Settlement?

If you are a member of the Class and have not excluded yourself from the Settlement, you can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must state in writing that you object to the Settlement with Defendants and the reasons why you object to the Settlement. Be sure to include your full name, current mailing address, and email address. Your objection must be signed. If you file a timely written objection, you may, but are not required to, appear at the Final Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Maldonado et al. v. Apple Inc. et al.*, Case No. 3:16-cv-04067-WHO); (b) be submitted to the Court, either by mailing them to Office of the Clerk, United States District Court, 450 Golden Gate Avenue, San Francisco, CA 94102, or by filing them in person at any location of the United States District Court for the Northern District of California; and (c) be postmarked or filed on or before March 4, 2022.

#### **15. What is the difference between excluding myself and objecting?**

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you do not exclude yourself from the Class. Excluding yourself is telling the Court that you do not want to be part of the Class or the lawsuit. If you exclude yourself, you have no standing to object because the Settlement no longer affects you.

### **THE LAWYERS REPRESENTING YOU**

#### **16. As a Class Member, who represents me in this case?**

The Court has appointed Plaintiffs Justin Carter and Vicky Maldonado as Class Representatives and the following lawyer to represent you and other Class Members:

Steve W. Berman  
HAGENS BERMAN SOBOL SHAPIRO LLP  
1301 Second Avenue, Suite 2000  
Seattle, WA 98101

This lawyer is called “Class Counsel.” You may contact Class Counsel by writing to the address above, sending an email to [AppleCare@HBSSLaw.com](mailto:AppleCare@HBSSLaw.com), or calling (206) 623-7292.

#### **17. How will the lawyers be compensated? Will the Class Representatives receive any money?**

At the Final Fairness Hearing or at a later date, Class Counsel will ask the Court for attorney’s fees not to exceed 30% of the Settlement Funds based on their services in this litigation. They may ask to be reimbursed for up to \$1,500,000 in current and ongoing litigation expenses, and for service awards of up to \$12,500 for one Class Representative and up to \$15,000 for the other. Any payment to the attorney will be subject to Court approval, and the Court may award less than the requested amount. The attorney’s fees, costs, and expenses that the Court orders, plus the costs to administer the Settlement, will come out of the Settlement Fund. When Class Counsel’s motion for fees, costs, and litigation expenses is filed, a copy will be available at [ReplacementDeviceLawsuit.com](http://ReplacementDeviceLawsuit.com). The motion will be posted on the Settlement Website at least 14 days before the deadline for objecting, commenting on, or excluding yourself from the Settlement. You will have an opportunity to comment on this request.

#### **18. Should I get my own lawyer?**

You do not need to hire your own lawyer because Class Counsel is working on your behalf, but if you want your own lawyer, you will have to pay that lawyer. If you hire your own lawyer, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

### **THE COURT’S FINAL FAIRNESS HEARING**

#### **19. When and where will the Court decide on whether to approve the Settlement?**

The Court will hold a hearing to decide whether to approve the Settlement (the “Final Fairness Hearing”). You may attend and you may ask to speak, but you don’t have to. The Court will hold the Final Fairness Hearing on **April 27, 2022, at 2:00 p.m.**, at the United States District Court for the Northern District of California, Courtroom 2 – Floor 17, 450 Golden Gate Avenue, San Francisco, CA 94102 (or on another date as may be posted on the Court’s public website). At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. You may attend, and you may speak if you make

a request as instructed in Question 21, but you don't have to. The Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. Pursuant to any applicable orders relating to the COVID-19 emergency or otherwise, the Final Fairness Hearing may take place remotely, including via telephone or video conference. The Court may also move the Final Fairness Hearing to a later date without providing additional notice to the Class. Updates will be posted to the Settlement Website regarding any changes to the hearing date or conduct of the Final Fairness Hearing.

**20. Do I have to come to the hearing?**

You do not need to attend the hearing. Class Counsel will answer any questions the Court may have. If you send an objection, you do not have to come to court to talk about it. As long as you mail your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary. You or your own lawyer are welcome to come at your own expense.

**21. May I speak at the hearing?**

You may ask to speak at the Final Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Maldonado et al. v. Apple Inc. et al.*" Be sure to include your name, current mailing address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked by March 4, 2022, and it must be sent to the Clerk of the Court and Class Counsel. The address for the Clerk of the Court is Office of the Clerk, United States District Court, 450 Golden Gate Avenue, San Francisco, CA 94102. The address for Class Counsel is provided in Question 16 above. You cannot ask to speak at the hearing if you exclude yourself from the Class.

**GETTING MORE INFORMATION**

**22. How do I get more information?**

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement, available at [ReplacementDeviceLawsuit.com](http://ReplacementDeviceLawsuit.com), by contacting Class Counsel, listed above; by accessing the Court docket in this case for a fee through the Court's Public Access to Court Electronic Records (PACER) system at [ecf.cand.USCourts.gov](http://ecf.cand.USCourts.gov); or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, San Francisco Courthouse, Courtroom 2 - 17th Floor, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m. Monday through Friday, excluding Court holidays.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**