

AMENDED SETTLEMENT AGREEMENT AND RELEASE

This Amended Settlement Agreement and Release (“Agreement”) is made by and amongst Jeff Torres and Diana Ismailyan (each a “Named Plaintiff”; together, the “Named Plaintiffs”), on behalf of themselves and the Class (as defined below) and Apple Inc., and all its past, present, and future affiliates, subsidiaries, parent companies, and related companies (“Apple”) (collectively, the “Parties,” and each individually a “Party”). The Agreement is made as of the date on which all Parties have signed this Agreement.

DEFINITIONS

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

- A. “Action” means the litigation styled *Walter Peters v. Apple Inc.*, No. 19STCV21787, filed in the Superior Court of California, County of Los Angeles.
- 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 notice and administering, calculating, and distributing the Net Settlement Amount to Class Members. The Settlement Administrator’s estimated Administrative and Notice Costs are set forth as Exhibit 6 to this Agreement.
- C. “Apple’s 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 from the Gross Settlement Amount.
- E. “The Class” means: All persons who initiated the purchase of a subscription to an app through the Apple App Store, excluding subscriptions to first-party Apple apps, during the period June 21, 2015 through January 30, 2019, while enrolled in a Family Sharing group that had at least one other member at the time of the purchase, and who Apple’s records indicate were resident in the United States at the time of the purchase. Excluded from this Class definition are all employees, officers, or agents of Defendant Apple Inc. Also excluded from this Class definition are all judicial officers assigned to this case as well as their staff and immediate families.
- F. “Class Counsel” means Justin F. Marquez and Thiago Coelho of the law firm Wilshire Law Firm, PLC.
- G. “Class Member(s)” means a person or persons who meet the criteria of the Class definition above.
- H. “Class Payment(s)” means distribution(s) from the Net Settlement Amount to Class Member(s) as set forth in Section 2.2.

- I. “Complaint” means the Fourth Amended Complaint filed in this Action, and all prior complaints filed in the Action, inclusive of those complaints filed by prior Named Plaintiff Walter Peters.
- J. “Court” means the Superior Court of California, County of Los Angeles, where the Action was filed.
- K. “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; (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; and (c) Apple has transferred the Gross Settlement Amount to the Settlement Administrator. 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 provided that Apple has already transferred the Gross Settlement Amount to the Settlement Administrator; however, there is no obligation to agree to advance the Effective Date.
- L. “Email Notice” means the notice of the settlement to be emailed to all Class Members (if an email address is available), 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 4.
- O. “Gross Settlement Amount” means an amount not to exceed twenty-five million dollars (\$25,000,000.00), which amount constitutes the total amount of non-reversionary funds that will comprise the Class Payments, Class Counsel’s Attorneys’ Fees and Costs, Administrative and Notice Costs, any Incentive Awards to Named Plaintiffs, and any distribution to the *cy pres* recipient as outlined in Section 2.4.
- P. “Final Judgment” means a document labeled by the Court as such and that has the effect of a judgment under California Rules of Court 3.771 and Code of Civil Procedure § 680.230. A proposed Final Judgment is attached hereto as Exhibit 5.
- Q. “Incentive Award” means any monetary award to the Named Plaintiffs that the Court may choose to grant upon application by Class Counsel for any settlement payment that Named Plaintiffs would not otherwise be entitled to as a Class Member.

- R. “Net Settlement Amount” means the Gross Settlement Amount, minus Class Counsel’s Attorneys’ Fees and Costs, Administrative and Notice Costs, and any Incentive Awards to the Named Plaintiffs.
- S. “Notice Date” shall be 60 days from the entry of the Preliminary Approval Order and shall be the date on which the Settlement Administrator will commence the transmission of the Email Notice and the publication of the Website Notice.
- T. “Objection and Opt-Out Deadline” means the date by which a Class Member must submit a Written Objection or an opt-out request to the Settlement Administrator. The Objection and Opt-Out Deadline shall be 90 days after the Notice Date.
- U. “Objector” means a person or entity who is a Class Member who submits a Written Objection.
- V. “Postcard Notice” means the notice of the settlement to be mailed to Class Members to whom the Email Notice is not successfully delivered, in the form attached hereto as Exhibit 2, and as set forth below.
- W. “Preliminary Approval Order” means the Court’s order preliminarily approving the Agreement.
- X. “Settlement Administrator” means KCC Class Action Services LLC, an independent settlement administrator, or any such administrator agreed to by the Parties and approved by the Court to provide notice and administer the settlement of this Action.
- Y. “Settlement Website” means a publicly accessible website created and maintained by the Settlement Administrator at the URL www.PetersFamilySharingPlan.com for the purpose of providing the Class with notice of and information about the proposed settlement. The Settlement Website shall be maintained from at least the Notice Date until 60 days after the Effective Date.
- Z. “Website Notice” means the notice of the settlement to be displayed to all Class Members in connection with the Agreement on the Settlement Website maintained by the Settlement Administrator, in the form attached hereto as Exhibit 3, and as set forth in Section 6.3 below.
- AA. “Written Objection” means the written notice that a Class Member may submit to the Court objecting to the Agreement.

RECITALS

WHEREAS, on June 21, 2019, Plaintiff Walter Peters filed the initial complaint in the Action. The initial complaint alleged that Apple made misrepresentations to consumers regarding the ability to share subscriptions to third-party apps using Apple’s Family Sharing feature. Plaintiff Peters alleged causes of action for intentional misrepresentation; negligent misrepresentation; negligence; false advertising in violation of the federal Lanham Act, 15 U.S.C. § 1125(a); and violations of California’s False Advertising Law (“FAL”), Unfair Competition Law

(“UCL”), and Consumer Legal Remedies Act (“CLRA”). On September 3, 2019, Plaintiff Peters filed a First Amended Complaint that omitted the prior Lanham Act claim but alleged all of the remaining causes of action in the initial Complaint.

WHEREAS, Apple demurred to the First Amended Complaint on September 23, 2019. On October 24, 2019, the Court sustained the demurrer with leave to amend as to the causes of action for intentional misrepresentation, negligent misrepresentation, violation of the CLRA, and negligence. The Court overruled the demurrer as to the causes of action for violations of the FAL and the UCL. Plaintiff Peters filed a Second Amended Complaint on November 7, 2019, in which he alleged causes of action for intentional misrepresentation, negligent misrepresentation, and violations of the FAL and UCL, and Apple answered the Second Amended Complaint on November 21, 2019.

WHEREAS, Plaintiff Peters subsequently dismissed his claims, and Class Counsel filed a Third Amended Complaint on behalf of Named Plaintiffs and a third Plaintiff, Robert Alan Leder, on September 23, 2020. The Third Amended Complaint alleged the same causes of action as the Second Amended Complaint, and Apple answered this Complaint on October 23, 2020. Plaintiff Leder subsequently voluntarily dismissed his claims on April 3, 2022.

WHEREAS, on March 14, 2022, the Named Plaintiffs sought to certify a California-wide class, for the period June 21, 2015 through January 30, 2019. The Parties fully briefed the motion for class certification.

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. After the motion for class certification was fully briefed, the Parties also conducted a mediation before the Hon. Edward A. Infante (Ret.), on January 25, 2023, and continued to negotiate with Judge Infante’s assistance during the following months.

WHEREAS, the Named Plaintiffs have filed the Complaint as an exhibit to the Parties’ stipulation to amend, and the Complaint seeks to assert the same causes of action as the Third Amended Complaint on behalf of a nationwide class.

WHEREAS, Class Counsel and the Named Plaintiffs believe that the claims asserted in the Action have merit and have examined and considered the benefits to be obtained under this Agreement, 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 Class.

WHEREAS, Apple has at all times denied and continues to deny any and all alleged wrongdoing or liability. Specifically, Apple denies that it made any misleading misrepresentations with respect to the sharing of third-party subscriptions using Family Sharing or that the Named Plaintiffs or Class have suffered any injury or damages or are entitled to any restitution. Even so, taking into account the uncertainty and risks inherent in litigating this case, Apple has concluded that continuing to defend this Action would be burdensome and expensive. Apple enters into this Agreement without in any way acknowledging any fault, liability, or wrongdoing of any kind.

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

WHEREAS, on June 28, 2023, the Parties executed an agreement providing for settlement of the Action (the “Initial Agreement”).

WHEREAS, on June 30, 2023, Plaintiffs moved for entry of an order granting preliminary approval of the Initial Agreement (the “Preliminary Approval Motion”).

WHEREAS, on August 23, 2023, following a hearing on the Preliminary Approval Motion, the Court directed the Parties make certain revisions to the Initial Agreement and for the Parties to submit supplemental briefing regarding certain provisions of the settlement’s structure.

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 Protective Order Compliance. The Parties must comply with all portions of the Stipulated Protective Order Regarding the Disclosure and Use of Discovery Materials dated February 16, 2021.
- 1.2 Confidentiality of Agreement. Until such time as Class Counsel files this Agreement with the Court for purposes of seeking preliminary approval of the settlement, the Parties agree to maintain the terms and conditions of this Agreement and the communications leading to its execution confidential. The communications and discussions relating to this Agreement are further covered by mediation and settlement privileges. Until such time as Class Counsel files this Agreement with the Court for purposes of seeking preliminary approval of the settlement, the Parties may state publicly, only if asked without having instigated the question, only that the Parties have reached an agreement in principle to resolve this Action. Notwithstanding the foregoing, each Party may disclose the terms and conditions of this Agreement: **(a)** pursuant to a court order or valid subpoena; **(b)** to the Parties’ respective insurers, legal, tax, accounting, or similar professional advisors; **(c)** to bona fide prospective investors and acquirers under a written non-disclosure agreement; **(d)** upon written agreement of all of the Parties; or **(e)** as is necessary to enforce this Agreement.

2. CONSIDERATION FOR SETTLEMENT AND CLASS PAYMENTS

- 2.1 Apple’s Financial Commitment. Apple’s total financial commitment under this Agreement shall not exceed the Gross Settlement Amount of \$25,000,000.00. Apple shall have no other financial obligations under this Agreement.
- 2.2 Class Payments to Class Members. Within 30 days of the Effective Date, the Settlement Administrator shall distribute the Class Payments to Class Members. Each Class Member

who elects to receive a Class Payment will receive either \$30 or, if necessary, a pro rata portion of the Net Settlement Amount less than \$30; provided, however, that if, following the expiration of the deadline for Class Members to elect to receive payment, it appears that the Net Settlement Amount minus the sum of all Class Payments will exceed \$10,000, then each Class Member who elects to receive a Class Payment will receive either \$50 or, if necessary, a pro rata portion of the Net Settlement Amount less than \$50. In no event shall the Class Payment amount exceed \$50 per Class Member, regardless of how many Class Members elect to receive payment. All Class Members will receive the same Class Payment amount. Checks sent to Class Members in connection with the Class Payments will expire 90 days from the date they are mailed, if not otherwise negotiated.

- 2.3 Payment Method. In the Email Notice, Postcard Notice, and Website Notice, Class Members will be notified of the Agreement and each will be given the option of providing information to the Settlement Administrator to receive the Class Payment by ACH transfer or by check; a proposed form for Class Members to elect their preferred payment method is attached as Exhibit 7. In the event a Class Member does not elect to receive the Class Payment by ACH transfer or check by providing the necessary information to the Settlement Administrator within 90 days of the Notice Date, the Class Member will not receive any payment in connection with the Agreement. In the event a Class Member does not elect to receive payment by providing the necessary information to the Settlement Administrator within 90 days of the Notice Date, unless the Class Member elects to exclude themselves through the procedure set out in Section 5, *infra*, the Class Member will nonetheless be bound by the Agreement, including the releases set out in Section 8, *infra*.
- 2.4 Distribution of Any Remainder. The Parties recognize that certain Class Members may not elect to receive Class Payments, and that Class Members who request and receive Class Payments by check may not cash or deposit their checks within the 90 days before which such checks expire. Accordingly, the Parties further recognize that there may be a remainder in the Net Settlement Amount. On or about 120 days after Class Payments have been mailed, the Settlement Administrator will determine the amount of any remainder in the Net Settlement Amount, taking into consideration any further anticipated Administrative and Notice Costs that the Settlement Administrator may incur (the "Net Settlement Amount Remainder"). The Settlement Administrator will then cause the Net Settlement Amount Remainder to be paid to the Consumer Federation of America, or such other equivalent organization agreed to by the Parties and approved by the Court, as the *cy pres* recipient of the Agreement. The Parties believe that, in light of the Consumer Federation of America's mission and activities, its receipt of any *cy pres* award would appropriately advance the Parties' goal of distributing the Gross Settlement Amount in a manner beneficial to the Class.

3. OBTAINING COURT APPROVAL OF THE AGREEMENT

- 3.1 Preliminary Approval. The Parties agree to recommend approval of the Agreement to the Court as fair and reasonable and to undertake their best efforts to obtain such approval. The Parties therefore agree that they shall submit this Agreement, together with its exhibits, to the Court and shall apply for entry of a Preliminary Approval Order based on the

Preliminary Approval Motion and all further supplemental briefing ordered by the Court or that the Parties may submit.

- 3.2 Content and Filing of Supplemental Briefing. Plaintiffs filed the Preliminary Approval Motion on June 30, 2023. The Parties shall file supplemental briefing as ordered by the Court at the August 23, 2023 hearing on the Preliminary Approval Motion. Such supplemental briefing 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. The Parties may provide to one another feedback concerning such supplemental briefing, and they agree to meet and confer in good faith regarding any such feedback. Any Party may file further supplemental briefing in connection with the Preliminary Approval Motion.
- 3.3 Final Approval and Final Judgment. In accordance with the schedule set forth in the Preliminary Approval Order, Class Counsel shall draft and file the motion requesting final approval of the settlement (the "Final Approval Motion"), the Proposed Final Approval Order, and the Proposed Final Judgment and shall provide those drafts to Apple's Counsel at least 20 days before filing such motion with the Court. Apple may provide feedback concerning these drafts, and Class Counsel will meet and confer with Apple in good faith regarding Apple's feedback. Additionally, Apple may file supplemental briefing in connection with the Named Plaintiffs' Final Approval Motion.
- 3.4 Failure to Approve Agreement. 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, then, at Apple's election, (a) this Agreement shall be null and void and of no force or effect and (b) any release shall be of no force or effect, except for Section 1, which shall remain in full force. 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, 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.

4. OBJECTIONS

- 4.1 Written Objections. Any Class Member who has not submitted a timely written opt-out request and who wishes to object to the fairness, reasonableness, or adequacy of the settlement, the Attorneys' Fees and Costs award, or the Incentive Award may comply with the below requirements.
- 4.2 Content of Written Objections. All Written Objections must be in writing and any Written Objections must:
 - (1) Clearly identify the case name and number, *Walter Peters v. Apple Inc.*, No. 19STCV21787;
 - (2) Include the full name, address, telephone number, and email address of 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); and

(4) State the grounds for the Objection.

4.3 Submission of Written Objections. Any Written Objections from Class Members regarding the proposed Agreement must be submitted by mail to the Settlement Administrator.

4.4 Deadline for Written Objections. Written Objections must be submitted by the Objection and Exclusion Deadline. If submitted by U.S. mail or other mail services, Written 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 a Written Objection has been timely submitted.

4.5 Attendance at Final Approval Hearing. Any Objector also has the option to appear and request to be heard at the Final Approval Hearing, either in person or through the Objector's counsel, whether or not they have submitted a timely Written Objection. Class Counsel does not represent Objectors in connection with any objection to this Agreement and the settlement.

4.6 Objectors' Attorneys' Fees and Costs. Objectors shall be solely responsible for their attorneys' fees and costs. In no event shall Apple be responsible for more than the Gross Settlement Amount.

4.7 No Solicitation of Settlement Objections. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit Written Objections or otherwise object to the settlement or encourage an appeal from the Court's Final Approval Order.

4.8 Objector List. No later than 14 days after the Objection and Opt-Out Deadline, the Settlement Administrator shall provide Class Counsel and Apple's Counsel with all valid and timely Written Objections submitted by Objectors.

5. OPT-OUT PROCEDURES

5.1 Opt-Out Right. The Email Notice, Postcard Notice, and Website Notice shall advise all Class Members of their right to opt out of the Agreement. Class Members who opt out will not be bound by the Agreement.

5.2 How to Request to Opt Out. To opt out of the settlement, Class Members must timely submit a written request by postal mail to the Settlement Administrator.

5.3 Deadline to Request to Opt Out. For a Class Member to opt out of the settlement, the Class Member's written opt-out request must be received by the Objection and Opt-Out Deadline.

- 5.4 Content of Opt-Out Request. All opt-out requests and any supporting papers must be in writing and must:
- (1) Clearly identify the case name and number, *Walter Peters v. Apple Inc.*, No. 19STCV21787;
 - (2) Include the full name, address, telephone number, and email address of the person requesting to opt out; and
 - (3) Clearly indicate an intent to opt out of the Agreement.
- 5.5 Effect of Opting Out. Any person or entity who falls within the definition of the Class and who validly and timely requests to opt out of the settlement shall not be a Class Member; shall not be bound by the Agreement; shall not be eligible to receive any benefit under the terms of the Agreement, including a Class Payment; and shall not be entitled to submit a Written Objection to the settlement or object in person at the Final Approval Hearing. In the event that a Class Member timely submits both a Written Objection and an opt-out request, the opt-out request shall prevail and the Written Objection shall be null and void.
- 5.6 Opt-Out List. No later than 14 days after the Objection and Opt-Out Deadline, the Settlement Administrator shall provide Class Counsel and Apple's Counsel with the number and identity of the persons who have timely and validly opted out of the settlement.
- 5.7 Option to Terminate. If the number of Class Members who opt out of the Class exceeds more than 1,000 Class Members, Apple, in its sole discretion, may elect to terminate this Agreement, in which case the entire Agreement shall be null and void, except for Sections 1, which shall remain in full force. 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, 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. Alternatively, Apple may elect to waive this condition and proceed with the Agreement.

6. SETTLEMENT ADMINISTRATION

- 6.1 Administration of Notice. The Settlement Administrator shall administer the Email Notice, Postcard Notice, and Website Notice described herein and pursuant to the Preliminary Approval Order.
- 6.2 Class Member Contact Information. Within 14 days of entry of a Preliminary Approval Order, Apple will provide to the Settlement Administrator the names and email addresses for all Class Members for whom it has records. The Settlement Administrator shall keep the Class Members' identities and contact information strictly confidential and shall only use them for purposes of administering this Agreement.
- 6.3 Form and Method of Notice. The Parties agree upon, and will request the Court's approval of, the following forms and methods of notice to the Class:

- (1) The Settlement Administrator shall establish and maintain the Settlement Website. The Settlement Website will include case-related documents, including, but not limited to, the operative Complaint, this Agreement, the Website Notice, the Preliminary Approval Order, Class Counsel's Motion for Attorneys' Fees and Costs, information on how to submit a Written Objection or request to opt out, contact information for Class Counsel and the Settlement Administrator, and the Notice of Final Judgment.
 - (2) The Settlement Administrator shall email to each Class Member for whom Apple has an email address a copy of the Email Notice. The Email Notice shall inform Class Members of the fact of the Agreement and that further information is available on the Settlement Website.
 - (3) The Settlement Administrator shall send the Postcard Notice to all Class Members to whom the Settlement Administrator sent the Email Notice but for whom the Settlement Administrator receives an uncured hard-bounce-back message. The Postcard Notice shall inform Class Members of the fact of the Agreement and that further information is available on the Settlement Website. Before mailing the Postcard Notice, the Settlement Administrator shall update the mailing addresses provided by Apple with the National Change of Address database. If the Postcard Notice is returned as undeliverable, the Settlement Administrator shall perform a skip trace search and shall make one attempt to re-mail the Postcard Notice as soon as possible before the Response Deadline. It will be conclusively presumed that the intended recipients received the Postcard Notice if the mailed Postcard Notices have not been returned to the Settlement Administrator as undeliverable within 15 calendar days of mailing.
 - (4) The Website Notice will also be available to all Class Members on the Settlement Website.
 - (5) The Settlement Website shall explain how Class Payments will be distributed, including that Class Members will be given the option of providing information within 90 days of the Notice Date to the Settlement Administrator to receive a Class Payment by either ACH transfer or by check, and that Class Members who elect not to do so will not receive a Class Payment.
- 6.4 Notice of Procedures to Request to Opt Out or Submit Written Objection. The Email Notice, Postcard Notice, and Website Notice shall provide information on the procedure by which Class Members opt out of the Class or submit a Written Objection to the Agreement.
- 6.5 Administrative and Notice Costs. The Settlement Administrator will perform all settlement administration duties required by the Agreement. The Administrative and Notice Costs shall cover all costs and expenses related to the settlement administration functions to be performed by the Settlement Administrator, including providing the Email Notice, Postcard Notice, and Website Notice and performing the other administration processes described in this Agreement. In the event that unanticipated costs and expenses arise in

connection with the notice and/or administration process, the Settlement Administrator shall promptly raise the matter with Apple's Counsel and Class Counsel as soon as practicable after becoming aware of the unanticipated costs and expenses. The Administrative and Notice Costs shall be paid for exclusively from the Gross Settlement Amount. Apple shall under no circumstances be responsible for any Administration and Notice Costs in excess of its contribution to the Gross Settlement Amount.

7. ATTORNEYS' FEES AND COSTS AND INCENTIVE AWARD

- 7.1 Class Counsel's Attorneys' Fees and Costs. Class Counsel will apply by motion to the Court seeking a portion of the Gross Settlement Amount as payment for their Attorneys' Fees and Costs incurred in connection with prosecuting the Action (the "Motion for Attorneys' Fees and Costs"). The Motion for Attorneys' Fees and Costs may seek an amount not to exceed \$8,333,333.33 in attorneys' fees and up to \$2,000,000 in costs. Class Counsel's Motion for Attorneys' Fees and Costs shall be filed at least 35 days before the Objection and Opt-Out Deadline and shall be posted on the Settlement Website within 3 days of its filing. Apple expressly reserves the right to oppose the Motion for Attorneys' Fees and Costs for any reason at its discretion.
- 7.2 Incentive Awards. Class Counsel may also apply for an Incentive Award of no more than \$15,000.00 for each Named Plaintiff. Any Incentive Award is not a measure of damages whatsoever but is solely an award for the Named Plaintiffs' service. For tax purposes, any Incentive Award will be treated as a 100% non-wage claim payment. Class Counsel shall provide a Form W-9 for the Named Plaintiff receiving an Incentive Award within 60 days after the Effective Date. The Settlement Administrator shall issue an IRS Form 1099-MISC for any Incentive Award payments to Named Plaintiffs. The Settlement Administrator shall wire any Incentive Awards to accounts specified by Class Counsel no later than 90 days after the Effective Date. Apple expressly reserves the right to oppose the requested Incentive Awards for any reason at its discretion.
- 7.3 Limitation on Further Payments. Apple shall not be liable for any additional fees or expenses of the Named Plaintiffs or any 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 Agreement beyond the approved Attorneys' Fees and Costs award.

8. RELEASES AND WARRANTIES

- 8.1 Release of Claims. As of the Effective Date, Named Plaintiffs and each member of the Class who have not timely requested to opt out from the Class, and each of their respective successors, assigns, legatees, heirs, and personal representatives, will be deemed to have released Apple and its past, present, and future successors and predecessors in interest, subsidiaries, affiliates, direct or indirect parents, wholly or majority-owned subsidiaries, divisions, affiliated and related entities, partners and privities, and each of Apple's past, present, and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, insurers, and reinsurers, as well as each developer, marketer, and publisher of apps on Apple's App Store (the

“Released Parties”), of all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys’ fees, of any nature whatsoever, under any law, including but not limited to any federal common or statutory law or any state’s common or statutory law, known or unknown, in law or equity, fixed or contingent, which they have or may have that are alleged or based upon facts that are alleged in the operative Complaint, including but not limited to any alleged confusion regarding the ability to share subscriptions through Family Sharing (the “Released Claims”).

- 8.2 Waiver of California Civil Code § 1542 Provisions. In addition to the release set out in Section 8.1, *supra*, the Named Plaintiffs generally release the Released Parties and 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 Named Plaintiffs 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 Named Plaintiffs 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. In connection with such waiver and relinquishment, the Named Plaintiffs 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, but that it is their intention to hereby fully, finally, and forever settle and release all of their 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 Named Plaintiffs 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 Named Plaintiff expressly acknowledges that he/she has been advised by his/her attorney of the contents and effect of Section 1542, and with knowledge, each of the Named Plaintiffs hereby expressly waives whatever benefits he/she may have had pursuant to such section. Named Plaintiffs 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 this Agreement.

- 8.3 Finality of Class Payments. The amount of the Class Payment pursuant to this Agreement shall be deemed final and conclusive against all 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 Liability for Settlement Administrator. 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.

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

9.1 No Admission of Liability. 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. 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.

9.2 Inadmissibility of Agreement to Establish Liability. 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.

9.3 Admissibility of Agreement as Defense to Released Claims. 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 in connection with 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 by written agreement of the Parties' counsel without notice to the 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 and Venue. 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. 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 Class exclusively in this Court. The Parties and each member of the Class hereby irrevocably submit to the exclusive and continuing jurisdiction of the Court for any suit, action, proceeding or dispute arising out of this Agreement.

- 10.4 Gender and Plurals. As used in this Agreement, masculine, feminine, or gender-neutral terms, and singular or plural terms, 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 Agreement's date of execution.
- 10.6 Representative Capacity. Each person executing this Agreement in a representative capacity represents and warrants that they are empowered to do so.
- 10.7 Counterparts and Electronic Signatures. 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. Scanned, PDF, electronically-signed, and facsimile copies will be treated as originals for all purposes.
- 10.8 Cooperation of Parties. The Parties 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 implement the Agreement.
- 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 the 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 Class Counsel:

Justin F. Marquez
Thiago Coelho
Wilshire Law Firm, PLC
3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010
justin@wilshirelawfirm.com

thiago@wilshirelawfirm.com

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

Michelle C. Doolin
Cooley LLP
10265 Science Center Drive
San Diego, CA 92121
mdoolin@cooley.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 Prior Agreements Superseded. This Agreement supersedes and renders null and void all prior agreements regarding settlement of the Action, including without limitation the Initial Agreement.

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

Dated: 9/21/2023

JEFF TORRES

DocuSigned by:



8248D9230463400...

Jeff Torres
Named Plaintiff and Class Representative

Dated: 9/21/2023

DIANA ISMAILYAN

DocuSigned by:

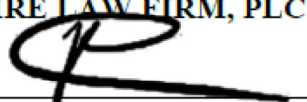


F46E883E68D42D

Diana Ismailyan
Named Plaintiff and Class Representative

Dated: September 21, 2023

WILSHIRE LAW FIRM, PLC



Thiago Coelho
Class Counsel

Dated:

APPLE INC.

Heather Grenier
Vice President, Legal
Apple Inc.

Only as to Form:

Dated:

COOLEY LLP

Michelle Doolin
Counsel for Apple Inc.

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

Dated:

JEFF TORRES

Jeff Torres
Named Plaintiff and Class Representative

Dated:

DIANA ISMAILYAN

Diana Ismailyan
Named Plaintiff and Class Representative

Dated:

WILSHIRE LAW FIRM, PLC

Thiago Coelho
Class Counsel

Dated: September 21,
2023

APPLE INC.


Heather Grenier
Vice President, Legal
Apple Inc.

Only as to Form:
Dated:

COOLEY LLP

Michelle Doolin
Counsel for Apple Inc.

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

Dated: **JEFF TORRES**

Jeff Torres
Named Plaintiff and Class Representative

Dated: **DIANA ISMAILYAN**

Diana Ismailyan
Named Plaintiff and Class Representative

Dated: **WILSHIRE LAW FIRM, PLC**

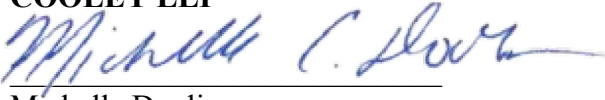
Thiago Coelho
Class Counsel

Dated: **APPLE INC.**

Heather Grenier
Vice President, Legal
Apple Inc.

Only as to Form:

Dated: September 22, 2023

COOLEY LLP


Michelle Doolin
Counsel for Apple Inc.

Exhibit 1

IN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

IF YOU WERE ENROLLED IN AN APPLE FAMILY SHARING GROUP WITH AT LEAST ONE OTHER MEMBER AND PURCHASED A SUBSCRIPTION TO AN APP IN THE APPLE APP STORE AT ANY POINT BETWEEN JUNE 21, 2015 AND JANUARY 30, 2019, YOU SHOULD READ THIS NOTICE. IT MAY AFFECT YOUR LEGAL RIGHTS.

The Superior Court for the State of California authorized this notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

A settlement has been reached with Apple Inc. ("Apple" or "Defendant") in a class action lawsuit (the "Lawsuit") alleging that Apple misrepresented the ability to use its Family Sharing feature to share subscriptions to apps. Apple denies that it made any misleading misrepresentations and denies all allegations of wrongdoing.

You may be included in this settlement as a "Class Member" and entitled to receive a payment called a "Class Payment" if you were enrolled in a Family Sharing group with at least one other person between June 21, 2015 and January 30, 2019, were a U.S. resident during that time, and purchased a subscription to an app (other than one published by Apple) through the App Store during that time. Together, all Class Members are collectively referred to as the "Class."

YOUR RIGHTS ARE AFFECTED WHETHER YOU ACT OR DON'T ACT. READ THIS NOTICE CAREFULLY.

These rights and options — and the deadlines to exercise them — are explained in this notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Stay in the Class <i>The deadline to choose to receive payment is [INSERT]</i>	<p>The parties to the Lawsuit have settled for \$25 million. If you received a notification from the independent Settlement Administrator about the Lawsuit, that means that you may be a Class Member. If you are a Class Member and would like to receive a Class Payment, you must choose to receive a Class Payment by either ACH transfer or by check. If you do not inform the Settlement Administrator that you wish to receive a Class Payment by ACH transfer or by check by providing the necessary information by [INSERT], you will not receive a Class Payment. You can choose to receive a Class Payment by visiting www.PetersFamilySharingPlan.com.</p> <p>If you decide to stay in the Class, you will give up the right to sue Apple in a separate lawsuit related to the subject matter of the claims in the Lawsuit. The rights you are giving up are called the "Released Claims" and they are described in more detail in Section 8 of the Settlement Agreement available at</p>

	<p>www.PetersFamilySharingPlan.com. Unless you opt out of the class, as described in more detail in this notice, you will be part of the Class and will give up your right to sue Apple in a separate lawsuit related to the subject matter of the claims this settlement resolves, even if you do not choose to receive a Class Payment.</p>
<p>Opt Out of the Settlement</p> <p><i>The deadline to opt out is [INSERT]</i></p>	<p>If you decide to opt out of this settlement, you will keep the right to sue Apple at your expense in a separate lawsuit related to the subject matter of the claims this settlement resolves, but you give up the right to get a Class Payment from this settlement.</p> <p>This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Apple related to the subject matter of the claims in this Lawsuit. If you opt out of this settlement and the settlement is approved, you will no longer be represented by the lawyers who represent the Class, known as “Class Counsel.”</p>
<p>Object to the Settlement</p> <p><i>The deadline to submit a written objection is [INSERT]</i></p>	<p>If you do not opt out of the settlement, you may object to it in writing or by asking the court for permission to speak at the final approval hearing on [INSERT].</p> <p>The Court’s decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs, the individuals who pursued the Lawsuit on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Class Members. Class Counsel will seek up to \$8,333,333.33 in attorneys’ fees and \$2,000,000 in costs, and up to \$15,000 each for the Class Representatives for their services. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable.</p> <p>If the settlement is approved by the Court following your objection, you may still be able to receive a Class Payment if you have provided the Settlement Administrator the necessary information.</p>
<p>Go to a Hearing on [INSERT]</p>	<p>You may ask the Court for permission to speak at the final approval hearing where the parties will request that the final approval order be entered approving the settlement. You may object to the settlement and ask to speak at the final approval hearing, and, if the settlement is approved by the</p>

	Court, you may still be able to receive a Class Payment if you have provided the Settlement Administrator the necessary information.
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The Court overseeing this case still has to decide whether to approve the settlement.

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, you may (1) see the Settlement Agreement and other important documents available at www.PetersFamilySharingPlan.com; (2) contact Class Counsel representing the Class Members (contact information listed below); (3) access the Court docket in this case, for a fee, through the Court's electronic docket system at www.lacourt.org; or (4) call (213) 830-0800 to make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse at 111 N. Hill Street, Los Angeles, California 90012.

Class Counsel:

Justin F. Marquez and Thiago Coelho

justin@wilshirelawfirm.com

thiago@wilshirelawfirm.com

855-977-9094

Wilshire Law Firm, PLC

3055 Wilshire Blvd., 12th Floor

Los Angeles, CA 90010

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS NOTICE, THIS SETTLEMENT, OR THE PROCESS FOR RECEIVING A CLASS PAYMENT.

Exhibit 2

***A California Superior Court authorized this notice. Read it carefully!
It's not an advertisement or solicitation by a lawyer. You are not being sued.***

If you were enrolled in an Apple Family Sharing group and purchased a subscription to an app, you could be included in a class action settlement.

A proposed settlement has been reached in a class action lawsuit filed against Apple Inc., resolving claims alleging that Apple misrepresented the ability to use its Family Sharing feature to share subscriptions to apps. The Superior Court of the State of California, Los Angeles County has authorized this notice. The Court will hold a hearing on [INSERT] to consider whether to approve the settlement.

Please read this entire notice carefully, as your rights may be affected by the settlement.

What is this case about? The name of the lawsuit is *Peters v. Apple Inc.*, No. 19STCV21787, pending in the Superior Court of the State of California, County of Los Angeles. The lawsuit alleges that Apple misrepresented to users their ability to use Family Sharing to share subscriptions to certain apps with other members of their Family Sharing groups. Apple maintains that it did nothing wrong and denies that it made any misleading misrepresentations. The Court has not decided in favor of either party. Instead, the Class Representatives and Apple agreed to a settlement. The proposed settlement is not an admission by Apple of the truth of any of the allegations in the lawsuit.

Are you included in the Class? You may be included in the Class if you were enrolled in a Family Sharing group with at least one other person between June 21, 2015 and January 30, 2019, were a U.S. resident during that time, and purchased a subscription to an app (other than one published by Apple) through the App Store during that time.

What can you get from the settlement and how can you claim payment? Under the settlement, Apple will deposit \$25,000,000 into a settlement fund. This settlement fund will be used to make payments to class members, as well to as pay Class Counsel's court-authorized attorneys' fees and costs, provide a payment to the Class Representatives, and pay the cost of providing notice to the Class and administering the settlement. If you would like to receive a payment, you must inform the settlement administrator by [INSERT] by visiting www.PetersFamilySharingPlan.com. The actual amount of each settlement payment will be determined by the number of Class Members who choose to receive payment, and by the amount that the Court approves as payment to Class Counsel, the Class Representatives, and the settlement administrator.

What are your other options? If you do not want to participate in this settlement, you need to opt out. If you exclude yourself, you will not get any money from this settlement, but you will keep your right to sue Apple on your own over the claims resolved by this settlement. If you stay in the Class but do not like the settlement, you may object to any part of the settlement either by mailing a written objection to the settlement administrator or appearing at the final approval hearing where the Court will decide whether to approve the settlement. Written requests to opt

out or object must be submitted by [INSERT]. Go to www.PetersFamilySharingPlan.com for more information on how to opt out or object.

The Court will hold the final approval hearing on [INSERT], at [INSERT], at the Spring Street Courthouse, Department 6, 312 North Spring Street, Los Angeles, CA 90012. At the final approval hearing, Judge Elihu M. Berle will consider whether to approve the settlement and a request by the lawyers representing all Class Members (Wilshire Law Firm, PLC) for up to \$8,333,333.33 in attorneys' fees and \$2,000,000 in costs, and for the Class Representatives' request for up to \$15,000 each for their services. You may attend the hearing and ask to speak, but you don't have to.

Where can you get more information? This notice is only a summary. For more information on this lawsuit, please visit the settlement website at www.PetersFamilySharingPlan.com or call the settlement administrator at [INSERT TOLL-FREE NUMBER].

Exhibit 3

IN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

IF YOU WERE ENROLLED IN AN APPLE FAMILY SHARING GROUP WITH AT LEAST ONE OTHER MEMBER AND PURCHASED A SUBSCRIPTION TO AN APP IN THE APPLE APP STORE AT ANY POINT BETWEEN JUNE 21, 2015 AND JANUARY 30, 2019, YOU SHOULD READ THIS NOTICE. IT MAY AFFECT YOUR LEGAL RIGHTS.

The Superior Court for the State of California authorized this notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

A settlement has been reached with Apple Inc. ("Apple" or "Defendant") in a class action lawsuit (the "Lawsuit") alleging that Apple misrepresented the ability to use its Family Sharing feature to share subscriptions to apps. Apple denies that it made any misleading misrepresentations and denies all allegations of wrongdoing.

You may be included in this settlement as a "Class Member" and entitled to receive a payment called a "Class Payment" if you were enrolled in a Family Sharing group with at least one other person between June 21, 2015 and January 30, 2019, were a U.S. resident during that time, and purchased a subscription to an app (other than one published by Apple) through the App Store during that time. The criteria to be a Class Member are defined more fully in the answer to Question 5 below. Together, all Class Members are collectively referred to as the "Class."

YOUR RIGHTS ARE AFFECTED WHETHER YOU ACT OR DON'T ACT. READ THIS NOTICE CAREFULLY.

These rights and options — and the deadlines to exercise them — are explained in this notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<p>Stay in the Class</p> <p><i>The deadline to choose to receive payment is [INSERT]</i></p>	<p>The parties to the Lawsuit have settled for \$25 million. If you received a notification from the independent Settlement Administrator about the Lawsuit, that means that you may be a Class Member. If you are a Class Member and would like to receive a Class Payment, you must choose to receive a Class Payment by either ACH transfer or by check. If you do not inform the Settlement Administrator that you wish to receive a Class Payment by ACH transfer or by check by providing the necessary information by [INSERT], you will not receive a Class Payment. You can choose to receive a Class Payment by visiting www.PetersFamilySharingPlan.com.</p> <p>If you decide to stay in the Class, you will give up the right to sue Apple in a separate lawsuit related to the subject matter of the claims in the Lawsuit. The rights you are giving up are called the "Released Claims" and they are described in more</p>

	<p>detail in Section 8 of the Settlement Agreement available at www.PetersFamilySharingPlan.com. Unless you opt out of the class, as described in more detail in this notice, you will be part of the Class and will give up your right to sue Apple in a separate lawsuit related to the subject matter of the claims this settlement resolves, even if you do not choose to receive a Class Payment.</p>
<p>Opt Out of the Settlement</p> <p><i>The deadline to opt out is [INSERT]</i></p>	<p>If you decide to opt out of this settlement, you will keep the right to sue Apple at your expense in a separate lawsuit related to the subject matter of the claims this settlement resolves, but you give up the right to get a Class Payment from this settlement.</p> <p>This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Apple related to the subject matter of the claims in this Lawsuit. If you opt out of this settlement and the settlement is approved, you will no longer be represented by the lawyers who represent the Class, known as “Class Counsel.”</p>
<p>Object to the Settlement</p> <p><i>The deadline to submit a written objection is [INSERT]</i></p>	<p>If you do not opt out of the settlement, you may object to it in writing or by asking the court for permission to speak at the final approval hearing on [INSERT].</p> <p>The Court’s decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs, the individuals who pursued the Lawsuit on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable.</p> <p>If the settlement is approved by the Court following your objection, you may still be able to receive a Class Payment if you have provided the Settlement Administrator the necessary information.</p>
<p>Go to a Hearing on [INSERT]</p>	<p>You may ask the Court for permission to speak at the final approval hearing where the parties will request that the final approval order be entered approving the settlement. You may object to the settlement and ask to speak at the final approval hearing, and, if the settlement is approved by the Court, you may still be able to receive a Class Payment if you</p>

	have provided the Settlement Administrator the necessary information.
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These rights and options—**and the deadlines to exercise them**—are explained in this notice.

The Court overseeing this case still has to decide whether to approve the settlement.

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, you may (1) see the Settlement Agreement available at www.PetersFamilySharingPlan.com; (2) contact Class Counsel representing the Class Members (contact information listed under Question 26 below); (3) access the Court docket in this case, for a fee, through the Court’s electronic docket system at www.lacourt.org; or (4) call (213) 830-0800 to make an appointment to personally review court documents in the Clerk’s Office at the Stanley Mosk Courthouse at 111 N. Hill Street, Los Angeles, California 90012.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS NOTICE, THIS SETTLEMENT, OR THE PROCESS FOR RECEIVING A CLASS PAYMENT.

Basic Information

1. *Why was this Notice issued?*

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

Judge Elihu M. Berle of the Superior Court of California, County of Los Angeles is currently overseeing this case and will decide whether to approve the settlement. The case is titled *Peters v. Apple Inc.*, No. 19STCV21787. The people who sued are called the “Plaintiffs.” The company they are suing is Apple Inc., which is called the “Defendant.”

2. *What is a class action?*

In a class action, one or more people called “Class Representatives” or “Plaintiffs” (in this case, Jeff Ismailyan and Diana Torres) sue on behalf of people who have similar claims. All these people are a “Class” and each is a “Class Members.” One court resolves the issues for all Class Members, except for those who opt out of the Class.

3. *What is the Lawsuit about?*

Plaintiffs brought claims against Apple regarding its statements about its Family Sharing feature. Plaintiffs contend that Apple misrepresented to users their ability to use Family Sharing to share subscriptions to certain apps with other members of their Family Sharing groups.

Apple maintains that it did nothing wrong and denies that it made any misleading misrepresentations. Apple asserts numerous defenses to the claims in this case. The proposed settlement to resolve this Lawsuit is not an admission of guilt or any wrongdoing of any kind by Apple, and it is not an admission by Apple of the truth of any of the allegations in the Lawsuit.

4. *Why is there a settlement?*

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

The Court preliminarily approved the proposed settlement as fair, reasonable, and adequate; authorized this notice; and scheduled a hearing to determine whether to grant final approval.

Who Is Included in the Settlement

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

The Court has decided that everyone who fits the following description is a Class Member, and is thus included in the settlement:

All persons who initiated the purchase of a subscription to an app through the Apple App Store, excluding subscriptions to first-party Apple apps, during the period June 21, 2015 through January 30, 2019, while enrolled in a Family Sharing group that had at least one other member at the time of the purchase, and who Apple's records indicate were resident in the United States at the time of the purchase. Excluded from this Class definition are all employees, officers, or agents of Defendant Apple Inc. Also excluded from this Class definition are all judicial officers assigned to this case as well as their staff and immediate families.

6. *I'm still not sure if I am included in the Class. What should I do?*

If you are still not sure whether you are included in the Class, you can visit the website www.PetersFamilySharingPlan.com, call toll-free [INSERT], or write to the *Peters v. Apple* Class Action Settlement Administrator, [INSERT], for more information.

The Settlement Benefits

7. *What does the settlement provide?*

The Parties to the Lawsuit have agreed to a \$25 million settlement (the "Gross Settlement Amount"). Apple will deposit the Gross Settlement Amount into an account controlled by the Settlement Administrator, a neutral company that the Court has appointed to send this notice, calculate and make payments, process Class Members' opt-out requests, and perform other tasks necessary to administer the settlement.

After deducting any Court-approved attorneys' fees and costs, incentive awards to the Class Representatives, and administrative and notice costs, the Settlement Administrator will determine the Class Payment that will be made available to Class Members in accordance with the description provided in the response to Question 8 below.

It is possible the Court will decline to grant final approval of the settlement or decline to enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiffs and Apple have agreed that, should either of these events occur, the settlement will be void: Apple will not pay any money and Class Members will not release any claims against Apple.

8. *How much will the Class Payment be?*

Each Class Member that elects to receive a Class Payment will receive a pro rata distribution of the settlement, up to \$30.00. The amount of the Class Payment will depend on the total number of Class Members who choose to receive a Class Payment and on the amount of Court-approved deductions from the Gross Settlement Amount.

Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the final approval hearing:

- Up to \$8,333,333.33 (33 1/3% of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to \$2,000,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on this case without payment.
- Up to \$15,000 to each Class Representative as an incentive award for filing the Lawsuit, working with Class Counsel and representing the Class. An incentive award will be the only monies Class Representatives will receive other than the Class Representatives' Class Payments, should they elect to receive Class Payments.
- Up to \$2,000,000 to the Settlement Administrator for services administering the settlement.

Class Members have the right to object to any of these deductions. Apple may also object to Plaintiffs' and/or Class Counsel's requests for attorneys' fees, litigation expenses, or incentive awards. The Court will consider all objections.

How to Get a Class Payment

9. How do I get a Class Payment?

If you received a notice indicating that Apple has determined that you may be a Class Member and do not opt out of the Class, you have the option of electing to receive a Class Payment by either check or ACH transfer. To receive a Class Payment, you **must** inform the Settlement Administrator by [INSERT] and let the Settlement Administrator know whether you elect to receive the payment by check or ACH transfer and the corresponding mailing address or banking information for the payment's distribution. You can choose to receive a Class Payment by visiting www.PetersFamilySharingPlan.com. After the Court issues its final approval of the settlement, the Settlement Administrator will then issue a check that you can cash or will initiate an ACH transfer.

If you elect to receive a Class Payment by check, your check will show the date when the check expires (the "void date"). If you don't cash your Class Payment by the void date, your check will be automatically cancelled, and the monies will be irrevocably lost to you because they will be paid to a non-profit organization or foundation authorized by the Court.

If you choose to receive a check and change your address, be sure to notify the Settlement Administrator as soon as possible. Question 26 of this Notice has the Settlement Administrator's contact information.

10. When will Class Payments be made?

The Court will hold a hearing on [INSERT] to decide whether to grant final approval of the settlement. Class Payments will be distributed to Class Members after the Court grants final approval of the settlement and any objections are overruled with finality. The Court may also elect to move the final approval 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 approval hearing can be confirmed at www.PetersFamilySharingPlan.com.

11. What if I lose my settlement check?

If you lose or misplace your settlement check before cashing it, contact the Settlement Administrator, who will replace it as long as you request a replacement before the void date on the face of the original check. If you do not request a replacement check before the void date, you will have no way to recover the Class Payment.

Claims Released by Class Members

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

Unless you opt out, you will remain 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 that is related to the subject matter of the claims in this Lawsuit. The rights you are giving up are called Released Claims, which are explained in Question 13.

13. What are the Released Claims?

Each member of the Class who has not timely requested exclusion from the Class, and each of their respective successors, assigns, legatees, heirs, and personal representatives, will be deemed to have released Apple and its past, present, and future successors and predecessors in interest, subsidiaries, affiliates, direct or indirect parents, wholly or majority-owned subsidiaries, divisions, affiliated and related entities, partners and privities, and each of Apple's past, present, and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, insurers, and reinsurers, as well as each developer, marketer, and publisher of apps on Apple's App Store, of all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, under any law including but not limited to any federal common or statutory law or any state's common or statutory law, known or unknown, in law or equity, fixed or contingent, which they have or may have, reasonably arising out of, or reasonably relating to, the facts alleged in the Complaint, including but not limited to any alleged confusion regarding the ability to share subscriptions through Family Sharing.

Opting Out of the Settlement

If you want to keep the right to sue or continue to sue Apple at your expense for any claim related to the subject matter of this Lawsuit, and you do not want to receive a Class Payment from this settlement, you must take steps to get out of the settlement. This is called opting out of, or excluding yourself from, the settlement.

14. How can I request to opt out of the settlement?

To opt out, you must send a letter with the following information:

- Your full name, address, telephone number, and email address;
- A statement that you wish to opt out of the Class in *Peters v. Apple Inc.*, No. 19STCV21787; and
- Your signature

You can download a form to use for your opt-out request at www.PetersFamilySharingPlan.com.

You must mail your signed opt-out request to: [INSERT]

Your opt-out request must be postmarked no later than [INSERT] or it will be invalid.

You must make the request yourself. If someone else makes the request for you, it will not be valid.

15. If I opt out, can I still get a Class Payment from this settlement?

No. If you opt out, you are telling the Court that you don't want to be part of the Class in this settlement. You can only get a Class Payment if you remain in the Class. See Question 9 for more information.

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

No. Unless you opt out, you are giving up the right to sue Apple regarding any claims that are related to the subject matter of the claims in this Lawsuit. You must opt out of this Lawsuit to have the ability to start or continue with your own lawsuit or be part of any other lawsuit against Apple related to the subject matter of the claims in this Lawsuit.

The Lawyers Representing the Class

17. Do I have a lawyer in this case?

Yes. The Court appointed the following attorneys to represent you as Class Counsel:

Justin F. Marquez and Thiago Coelho
Wilshire Law Firm, PLC
3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010

You do not have to pay Class Counsel out of your own pocket. If you want to be represented by your own lawyer and have that lawyer appear in Court for you in this case, you may hire one at your own expense.

18. How will Class Counsel be paid?

Class Counsel will ask the Court for an award of attorneys' fees of up to \$8,333,333.33 (33 1/3% of the Gross Settlement Amount) and up to \$2,000,000 for their litigation expenses, as well as incentive awards of up to \$20,000 to the Class Representatives. Class Counsel will move for both

the incentive awards and for attorneys' fees and costs, and the Court will determine the amounts to be awarded. All of these amounts, as well as the administrative and notice costs associated with the settlement, will be paid from the \$25 million that the Parties settled for before making Class Payments to Class Members. Apple reserves the right to object to any motion, including for attorneys' fees and costs or an incentive award, filed by Class Counsel. A copy of Class Counsel's motion for attorneys' fees and costs and for the Class Representatives' incentive awards will be available at www.PetersFamilySharingPlan.com by [INSERT].

19. May I get my own lawyer?

If you are in the Class, you are not required to hire your own lawyer because Class Counsel is representing you. However, if you want your own lawyer, you may hire one at your own expense. If you opt out of the settlement, you will no longer be represented by Class Counsel once the settlement is approved.

Objecting to the Settlement

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

If you are a Class Member, you can tell the Court if there is something about the settlement that you do not like by submitting an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the proposed settlement. If the Court denies approval, no Class Payments will be sent out and the Lawsuit will continue.

You may object to the settlement in writing by sending written notice to the Settlement Administrator. All written objections and supporting papers must (a) clearly identify the case name and number (*Peters v. Apple Inc.*, No. 19STCV21787); (b) include your full name, address, telephone number, and email address of your attorney (if you are represented by counsel); (c) state the grounds for the objection; (d) be mailed to the Settlement Administrator at [INSERT]; and (e) be postmarked on or before [INSERT].

You may also appear and request to make an objection at the final approval hearing before the Court on [INSERT], either in person or through your lawyer, if you choose to retain your own lawyer. The Court may elect to move the final approval 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 approval hearing can be confirmed at www.PetersFamilySharingPlan.com.

Before deciding whether to object, you may wish to see what Plaintiff and Apple are asking the Court to approve. At least 35 days before the final approval hearing, Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why they think the proposed settlement is fair. At least 35 days before [Objection and Opt-Out Deadline], Class Counsel and/or Plaintiffs will file in Court a motion stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses and (ii) the amount the Class Representatives are requesting as an incentive award. Upon reasonable request, Class Counsel will send you copies of these documents at no cost to you. You can also view them on these documents on the settlement website at www.PetersFamilySharingPlan.com.

21. What is the difference between objecting and opting out?

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 (and do not opt out). Opting out is telling the Court that you don't want to be part of the Class. If you opt out, you cannot object because the settlement no longer affects you.

The Court's Final Approval Hearing

The Court will hold a hearing, called the "final approval 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 the final approval hearing on [INSERT], at [INSERT], at the Spring Street Courthouse, Department 6, 312 North Spring Street, Los Angeles, CA 90012. At this hearing, the Court will decide whether to approve the settlement, Class Counsel's request for attorneys' fees and costs, and any incentive awards to the Class Representatives. If there are objections, the Court will consider them. The Court may elect to move the final approval 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 approval hearing can be confirmed at www.PetersFamilySharingPlan.com.

If the Court approves the settlement and enters judgment, the Court's order and notice of judgment will be available on the settlement website at www.PetersFamilySharingPlan.com.

23. Do I have to come to the final approval hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to come to the final approval hearing at your own expense and ask the Court to speak. If you send an objection by mail, you do not have to come to the final approval hearing to talk about it, but you may do so if you like. You may also pay your own lawyer to attend, but that is not necessary.

24. May I speak at the final approval hearing?

You may ask the Court for permission to speak at the final approval hearing. You can attend (or hire a lawyer at your expense to attend on your behalf) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>).

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 related to the Lawsuit or for claims that in any way are related to the subject matter of the claims in this Lawsuit. You will not receive a Class Payment.

Getting More Information

26. *Are more details available?*

Visit the website at www.PetersFamilySharingPlan.com, where you will find the settlement agreement and other related documents. You may also call or write to the Settlement Administrator or Class Counsel using the information below.

Settlement Administrator:

[INSERT]

Class Counsel:

Justin F. Marquez and Thiago Coelho

justin@wilshirelawfirm.com

thiago@wilshirelawfirm.com

855-977-9094

Wilshire Law Firm, PLC

3055 Wilshire Blvd., 12th Floor

Los Angeles, CA 90010

You may also view Court documents filed in this case by going to the Court's website at <http://www.lacourt.org/casesummary/ui/index.aspx> and entering the case number for this case, Case No. 19STCV21787. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800. **Do NOT telephone the Court to obtain information about the settlement.**

Exhibit 4

1 WILSHIRE LAW FIRM, PLC
2 JUSTIN F. MARQUEZ (262417)
(justin@wilshirelawfirm.com)
3 THIAGO COELHO (324715)
(thiago@wilshirelawfirm.com)
4 CAROLIN K. SHINING (201140)
(cshining@wilshirelawfirm.com)
5 3055 Wilshire Blvd., 12th Floor
6 Los Angeles, California 90010
7 Telephone: (213) 381-9988
Facsimile: (213) 381-9989

8 *Attorneys for Plaintiffs
and the Putative Class*

10 COOLEY LLP
11 BEATRIZ MEJIA (190948)
(bmejia@cooley.com)
12 MAX A. BERNSTEIN (305722)
(mbernstein@cooley.com)
13 3 Embarcadero Center, 20th Floor
San Francisco, California 94111-4004
14 Telephone: +1 415 693 2000
Facsimile: +1 415 693 2222

15 *Attorneys for Defendant
Apple Inc.*

COOLEY LLP
MICHELLE C. DOOLIN (179445)
(mdoolin@cooley.com)
10265 Science Center Drive
San Diego, California 92121-1117
Telephone: +1 858 550 6000
Facsimile: +1 858 550-6420

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA
18 COUNTY OF LOS ANGELES

20 WALTER PETERS, individually and on behalf
of all others similarly situated,

21 Plaintiffs,

22 v.

23 APPLE INC. a California corporation,

24 Defendant.

Case No.19STCV21787

CLASS ACTION

*[Assigned for all purposes to Hon. Elihu M.
Berle, Dept. 6]*

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION SETTLEMENT
AND ENTERING JUDGMENT**

1 On _____, this Court heard Jeff Torres and Diana Ismailyan’s (“Named
2 Plaintiffs”) motion for final approval of the class action settlement. This Court reviewed (a) the
3 motion and the supporting papers, including, the Settlement Agreement and Release
4 (“Agreement”); (b) any objections filed with or presented to the Court; (c) Named Plaintiffs’ and
5 Defendant Apple Inc.’s responses to any objections; and (d) arguments of counsel. Based on this
6 review and the findings below, the Court finds good cause to grant the motion.

7 **FINDINGS:**

8 1. Unless otherwise specified, capitalized terms in this Final Approval Order and
9 Judgment have the same definition as used in the Agreement.

10 2. The Court finds the settlement was entered into in good faith, that it is fair,
11 reasonable and adequate, and that it satisfies the standards and applicable requirements for final
12 approval of this class action settlement under California law, including the provisions of California
13 Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

14 3. The Parties adequately performed their obligations under the Agreement.

15 4. Notice has been provided to Class Members in compliance with the Agreement,
16 California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the
17 California and United States Constitutions, and any other applicable law. The notice: (a) fully and
18 accurately informed Class Members about the lawsuit and settlement; (b) provided sufficient
19 information so that Class Members were able to decide whether to accept the benefits offered, opt-
20 out and pursue their own remedies, or object to the proposed settlement; (c) provided procedures
21 for Class Members to file written objections to the proposed settlement, to appear at the final
22 approval hearing, and to state objections to the proposed settlement; and (d) provided the time, date
23 and place of the final approval hearing.

24 5. An award of \$ _____ in Attorneys’ Fees and Costs to Class
25 Counsel is fair and reasonable in light of the nature of this case, Class Counsel’s experience and
26 efforts in prosecuting this action, and the benefits obtained for the Class.

27
28

1 6. An Incentive Award to Named Plaintiffs Jeff Torres and Diana Ismailyan in the
2 amount of \$ _____ each is fair and reasonable in light of the time and effort spent
3 by Named Plaintiffs in litigating this action as representatives of the Class.

4 7. The Agreement is not an admission by Defendant or by any other Released Person,
5 nor is this order a finding of the validity of any allegations or of any wrongdoing by Defendant or
6 any Released Person. This order, the Agreement, and any proceedings taken pursuant thereto are
7 not and should not in any event be offered or received as evidence, a presumption, a concession, or
8 an admission of (i) liability, (ii) any misrepresentation or omission in any statement or written
9 document approved or made by Defendant or any Released Person, or (iii) the suitability of these or
10 similar claims to class treatment in active litigation and trial; provided, however, that reference may
11 be made to the Agreement and the Settlement in such proceedings as may be necessary to effectuate
12 the Agreement.

13 **IT IS THEREFORE ORDERED THAT:**

14 1. **Class Members.** For purposes of effectuating this settlement, this Court certifies a
15 Class defined, as reflected in the Agreement, as follows:

16 All persons who initiated the purchase of a subscription to an app
17 through the Apple App Store, excluding subscriptions to first-party
18 Apple apps, during the period June 21, 2015 through January 30,
19 2019, while enrolled in a Family Sharing group that had at least one
20 other member at the time of the purchase, and who Apple's records
21 indicate were resident in the United States at the time of the purchase.
22 Excluded from this Class definition are all employees, officers, or
23 agents of Defendant Apple Inc. Also excluded from this Class
24 definition are all judicial officers assigned to this case as well as their
25 staff and immediate families.

26 2. **Binding Effect of Order.** This Order applies to all claims or causes of action settled
27 under the Agreement, and binds all Class Members, including those who did not properly request
28 exclusion from the Class. This Order does not bind persons who filed timely and valid requests for
exclusion. Attached as Exhibit A is a list of persons who properly requested to be excluded from
the Settlement.

1 3. **Release.** Plaintiffs and all Class Members who did not properly request exclusion
2 are deemed to have released and discharged Apple Inc. from all claims under the Settlement
3 Agreement. The full terms of the release described in this paragraph are set forth in the Agreement.

4 4. **Class Relief.** The Settlement Administrator will issue a payment to each Class
5 Member who elected to receive payment in accordance the provisions of the Agreement. Any
6 unused funds in the Net Settlement Amount shall be paid to the *cy pres* recipient specified in the
7 Agreement.

8 5. **Attorneys' Fees and Costs.** Class Counsel is awarded \$ _____
9 total in fees (\$ _____) and costs (\$ _____) to be paid from the
10 Gross Settlement Amount in accordance with the Agreement.

11 6. **Incentive Award.** Named Plaintiffs Jeff Torres and Diana Ismailyan are awarded
12 \$ _____ (each) as an Incentive Award to be paid from the Gross Settlement
13 Amount in accordance with the Agreement.

14 7. **Settlement Administrator Costs.** The Court approves the payment to _____,
15 the Settlement Administrator, of a total amount not to exceed \$ _____, to be paid from the
16 Gross Settlement Amount in accordance with the Agreement.

17
18 **IT IS SO ORDERED.**

19
20 Dated: _____

HON. ELIHU M. BERLE
LOS ANGELES SUPERIOR COURT JUDGE

Exhibit 5

1 6. An Incentive Award to Named Plaintiffs Jeff Torres and Diana Ismailyan in the
2 amount of \$ _____ each is fair and reasonable in light of the time and effort spent
3 by Named Plaintiffs in litigating this action as representatives of the Class.

4 7. The Agreement is not an admission by Defendant or by any other Released Person,
5 nor is this order a finding of the validity of any allegations or of any wrongdoing by Defendant or
6 any Released Person. This order, the Agreement, and any proceedings taken pursuant thereto are
7 not and should not in any event be offered or received as evidence, a presumption, a concession, or
8 an admission of (i) liability, (ii) any misrepresentation or omission in any statement or written
9 document approved or made by Defendant or any Released Person, or (iii) the suitability of these or
10 similar claims to class treatment in active litigation and trial; provided, however, that reference may
11 be made to the Agreement and the Settlement in such proceedings as may be necessary to effectuate
12 the Agreement.

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18 Apple apps, during the period June 21, 2015 through January 30,
19 2019, while enrolled in a Family Sharing group that had at least one
20 other member at the time of the purchase, and who Apple's records
21 indicate were resident in the United States at the time of the purchase.
22 Excluded from this Class definition are all employees, officers, or
23 agents of Defendant Apple Inc. Also excluded from this Class
24 definition are all judicial officers assigned to this case as well as their
25 staff and immediate families.

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27 under the Agreement, and binds all Class Members, including those who did not properly request
28 exclusion from the Class. This Order does not bind persons who filed timely and valid requests for
exclusion. Attached as Exhibit A is a list of persons who properly requested to be excluded from
the Settlement.

1 WILSHIRE LAW FIRM, PLC
2 JUSTIN F. MARQUEZ (262417)
(justin@wilshirelawfirm.com)
3 THIAGO COELHO (324715)
(thiago@wilshirelawfirm.com)
4 CAROLIN K. SHINING (201140)
(cshining@wilshirelawfirm.com)
5 3055 Wilshire Blvd., 12th Floor
6 Los Angeles, California 90010
7 Telephone: (213) 381-9988
Facsimile: (213) 381-9989

8 *Attorneys for Plaintiffs
and the Putative Class*

10 COOLEY LLP
11 BEATRIZ MEJIA (190948)
(bmejia@cooley.com)
12 MAX A. BERNSTEIN (305722)
(mbernstein@cooley.com)
13 3 Embarcadero Center, 20th Floor
San Francisco, California 94111-4004
14 Telephone: +1 415 693 2000
Facsimile: +1 415 693 2222

15 *Attorneys for Defendant
Apple Inc.*

COOLEY LLP
MICHELLE C. DOOLIN (179445)
(mdoolin@cooley.com)
10265 Science Center Drive
San Diego, California 92121-1117
Telephone: +1 858 550 6000
Facsimile: +1 858 550-6420

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA
18 COUNTY OF LOS ANGELES

20 WALTER PETERS, individually and on behalf
of all others similarly situated,

21 Plaintiffs,

22 v.

23 APPLE INC. a California corporation,

24 Defendant.

Case No.19STCV21787

CLASS ACTION

*[Assigned for all purposes to Hon. Elihu M.
Berle, Dept. 6]*

[PROPOSED] FINAL JUDGMENT

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On _____, the Court issued an order granting final approval of the class action settlement (the “Final Approval Order”). The Court enters judgment consistent with the terms of the Final Approval Order. Plaintiffs and the members of the class certified in the Final Approval Order shall take only that relief specified in the Final Approval Order. Pursuant to California Rule of Court 3.796(h), the Court retains jurisdiction over the parties to enforce the terms of the settlement agreement, the Final Approval Order, and this judgment.

The Clerk shall close the file.

IT IS SO ORDERED.

Dated: _____

HON. ELIHU M. BERLE
LOS ANGELES SUPERIOR COURT JUDGE

Exhibit 6



Reece Trevor
Cooley LLP

Peters v. Apple, Inc. Settlement Administration Proposal
Class Action Settlement Services Estimate

Dear Reece,

We appreciate the opportunity to submit this estimate for class action administration services.

For the purposes of this estimate, KCC's duties include:

- I. Update all class member contact information through the U.S. Post Office's National Change of Address database;
- II. Email the Summary Notice to an estimated 10,620,500 class members;
- III. Perform an Email Change-of-Address search ("ECO") on email addresses flagged as fatal bouncebacks;
- IV. Resend the Summary Notice via email to updated email addresses and non-fatal bouncebacks;
- V. Print and mail a single-postcard Summary Notice to an estimated 303,056 class members whose summary emailed notice is undeliverable;
- VI. Conduct address searches for any Notices returned as undeliverable, and re-mail to any newly found address;
- VII. Process opt-outs and provide a Declaration of Notice Procedures to the parties indicating our compliance with the noticing efforts;
- VIII. Provide automated telephone support, with the ability to speak to a live operator during business hours and fulfill notice packet requests;
- IX. Establish and maintain a case website that will contain relevant case documents, important dates, answers to frequently asked questions and allow class members to file claims online;
- X. Establish and maintain an email inbox for class member correspondence;
- XI. Process all claims filed, as required; and
- XII. Issue checks and ACH payments to participating class members.

In addition, we included pricing associated with the following optional services:

- Print and mail a 1-page notice to class members whose summary emailed notice is undeliverable.

Please do not hesitate to contact me with any questions. We will hold this estimate open for ninety days from the date of this letter. Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Frank J. Gatto".

Frank J. Gatto
Vice President, Mass Tort
KCC Class Action Services LLC
Tel: (415) 798-5967
Cell: (310) 647-7828
Email: fgatto@kccllc.com

DATA & FORMS MANAGEMENT

Class member data will be provided to KCC in one complete electronic .csv or xls file. Each class member will be assigned a unique sequential control number that will be used throughout the administration process. Prior to mailing, the addresses will be updated using the National Change of Address System ("NCOA") to increase mail deliverability and accuracy.

Relevant documents will be formatted and translated. Proofs will be sent to all parties for approval prior to printing.

All paper and electronic documentation received throughout the duration of the case will be stored. Upon the conclusion of the case, and absent any court orders or client requests pertaining to retention specifications, physical materials will be returned or disposed of within ninety (90) days, and any returned undeliverable mail will be disposed of within 2 days of receipt. Storage of returned undeliverable mail will be billed as incurred.

LEGAL NOTIFICATION

Email Notice

An email notice will be distributed to all class members for which an email address is provided. The email notice will consist of the summary notice in the body of the email, rather than an attachment, and contain a link to the settlement website. All emails will be tracked, and best practices will be utilized to ensure the best possible delivery.

Email Change-Of-Address

An Email Change-Of-Address search will be conducted on fatal bouncebacks. Updated emails and non-fatal bouncebacks will be resent the email notice.

Mail Notice

Notices will be mailed to class members via First Class U.S. mail. All Notices returned with a forwarding address will be re-mailed to the new address indicated and the class list will be updated accordingly.

Address Searches and Re-mails

Address searches will be conducted on all returned mail that does not contain a forwarding address. Notices will be re-mailed to any new addresses located through the search process.

ADMINISTRATION

Website

A case-specific website will be created and maintained to provide important court documents, dates, FAQs, forms and other pertinent case information. Class members will have the ability to view and print the Notice, as well as file a claim online. Online claim filing requirements will adhere to the Settlement Agreement and information provided by Counsel.

Automated Call Support

A toll-free automated Interactive Voice Response (IVR) system will be established through which class members may access settlement information (via menu-driven Q&A's) and request a Notice Packet.

Callers will have the option to "punch-through" to a live operator. Live operators are trained specialists who utilize a case-specific script and forward legal concerns to Counsel or a designated party. Specialists will be available from 8 a.m. to 8 p.m. Eastern, although they can be available 24 hours, 7 days a week at an additional cost.

Opt-out Processing

Requests for Exclusion will be processed, and copies will be provided to counsel and the Court.

Declaration for Final Approval

A Declaration of Notice Procedures detailing the administration process will be provided to the parties in conjunction with final approval.

CLAIMS ADMINISTRATION

Claims will be received, reviewed, approved and denied according to the requirements set forth in the settlement agreement. The parties will be provided with a list of approved claimants, including the distribution calculations for each. Claimants with rejected claims will be sent a notice of rejection.

DISBURSEMENT AND TAX REPORTING

A Taxpayer ID number will be obtained and an account will be opened for the settlement fund. The account will be used to make distributions to claimants, attorneys, and named plaintiffs, in accordance with the settlement agreement and applicable court orders.

Disbursement services include:

- Issuing ACH payments, as directed;
- A double-postcard with the check printed on one panel and a change of address form printed on the other;
- Through the Positive Pay system, we will regularly monitor the account for potential fraud;
- Daily updates of the check register to respond to claimant requests for misplaced checks and daily account reconciliation; and
- Processing stop payment/re-issue requests, tracking and re-mailing undeliverable checks.

Unless specifically directed by Client or the Court, KCC does not issue payments directly to third-party filers and will only issue payments to claimants directly. As the administrator, KCC will not change the nature of the asset and is not in a position to determine the validity of third-party filer agreements under applicable law.

All required taxes will be paid from the settlement fund, and we will work with a CPA firm to file all necessary tax returns.



Administration Services Estimate
Peters v. Apple, Inc. Settlement Administration Proposal
 June 16, 2023
 Frank Gatto: fgatto@kccilc.com; 310.647.7828

Key Assumptions Used in Estimate Preparation

Size of Class:	10,620,500 class members
Estimated # of Class Members with Email & Postal Address:	10,620,500 class members
Estimated # of Class Members with Postal Address Only:	0 class members
Case Duration:	12 months
# of Electronic, Finalized Data Files Provided (Excel, Access, etc.):	1 file(s)
CAFA Notice Required?	No
Claims Processing:	Yes
Address Searches:	Yes
% of returned notices to be forwarded:	1%
% of returned undeliverable notices:	10%
% of successful address searches:	60%
Media Campaign Required:	No
Translation:	Yes
# of Email Campaigns:	2
% of emails bounced back ("Bouncebacks"):	6.5%
% of Initial Bouncebacks that are fatal ("Fatal Bouncebacks"):	40%
% of Initial Bouncebacks that are non-fatal ("Non-Fatal Bouncebacks"):	60%
% of secondary emails bounced back ("Secondary Bouncebacks"):	15%
Email Change of Address (ECOA)	Yes
Duration of Claims Filing Period:	8 weeks
Business Reply Mail ("BRM" or "pre-paid" postage):	No
Documentation Required to file a claim:	No
% of class members that will file a claim:	5% to 20%
% of claims filed online:	99.8%
% of claims filed by postal mail:	0.2%
% of deficient claims filed by postal mail:	5%
Type of Telephone Support:	IVR w/ Punchthrough
Telephonic Claims Filing:	No
% of class that will call:	0.3%
% of callers that will punch through to a Live Operator:	5%
% of callers that will request a Notice Packet:	1%
Duration of Telephone Support:	12 months
Type of Website Support:	Dynamic
Online Claims Filing:	Yes
Duration of Website Support:	12 months

SUMMARY OF COSTS	
Estimated Claims Filing Rate:	5%
Estimated # of Claims Filed:	531,025
Notice Procedures	\$161,505
Class Member Support	\$57,836
Claims Administration	\$49,386
Disbursements & Tax Reporting	\$140,282
Sub-Total Administration Costs	\$409,009
Plus Estimated Postage*	\$327,524
Total Estimated Cost**	\$736,532
Not-To-Exceed Amount****	\$736,500
<hr/>	
Estimated Claims Filing Rate:	7.5%
Estimated # of Claims Filed:	796,530
Notice Procedures	\$161,505
Class Member Support	\$57,836
Claims Administration	\$72,536
Disbursements & Tax Reporting	\$195,659
Sub-Total Administration Costs	\$487,535
Plus Estimated Postage*	\$428,432
Total Estimated Cost**	\$915,967
Not-To-Exceed Amount****	\$736,500
<hr/>	
Estimated Claims Filing Rate:	10%
Estimated # of Claims Filed:	1,062,060
Notice Procedures	\$161,505
Class Member Support	\$57,836
Claims Administration	\$96,192
Disbursements & Tax Reporting	\$239,373
Sub-Total Administration Costs	\$554,906
Plus Estimated Postage*	\$526,858
Total Estimated Cost**	\$1,081,764
Not-To-Exceed Amount****	\$736,500
<hr/>	
Estimated Claims Filing Rate:	15%
Estimated # of Claims Filed:	1,593,075
Notice Procedures	\$161,505
Class Member Support	\$57,836
Claims Administration	\$121,905
Disbursements & Tax Reporting	\$325,546
Sub-Total Administration Costs	\$667,792
Plus Estimated Postage*	\$724,672
Total Estimated Cost**	\$1,392,463
Not-To-Exceed Amount****	\$736,500
<hr/>	
Estimated Claims Filing Rate:	20%
Estimated # of Claims Filed:	2,124,100
Notice Procedures	\$161,505
Class Member Support	\$57,836
Claims Administration	\$136,384
Disbursements & Tax Reporting	\$471,624
Sub-Total Administration Costs	\$827,349
Plus Estimated Postage*	\$930,093
Total Estimated Cost**	\$1,757,441
Not-To-Exceed Amount****	\$736,500

NOTICE PROCEDURES	RESPONSE RATE	QUANTITY	RATE PER UNIT	ESTIMATED COST	TOTAL
Data and Forms Setup					
- Intake and Process Data, Set up Case Management System		50 hrs	\$160.00	\$8,000	
- Format Document(s)		25 hrs	\$35.00	\$2,125	
- Translate Documents into Spanish		3,505 words	\$0.37 /word	\$1,300	
- NCOA Updates		10,620,500 units		\$14,231	
Sub-total of Data and Forms Setup					\$25,656
Email Campaign					
- Spam Cleansing		10,620,500 units	\$0.0024	\$25,489	
- Email Service		10,620,500 units	\$0.0008	\$8,496	
- Email Campaign Management		10 hrs	\$85.00	\$850	
- Estimated # of Bouncebacks	6.5%	690,333 units			
- Estimated # of Fatal Bouncebacks	40%	276,133 units			
- Estimated # of Non-Fatal Bouncebacks	60%	414,200 units			
- Track/Manage Bouncebacks		5 hrs	\$160.00	\$800	
Sub-total of Email Campaign					\$35,636
Email Change of Address (ECOA)					
- Number of Searches Performed		276,133 units			
- Number of Addresses Found	15%	41,420 units	\$0.15	\$6,213	
- Staff Time for Address Searches/Re-mails		5 hrs	\$85.00	\$425	
Sub-total of Email Change of Address (ECOA)					\$6,638
Secondary Email Campaign					
- Email Service		455,620 units	\$0.018	\$8,201	
- Email Campaign Management		10 hrs	\$85.00	\$850	
- Estimated # of Secondary Bouncebacks	15%	68,343 units			
- Track/Manage Secondary Bouncebacks		5 hrs	\$160.00	\$800	
Sub-total of Secondary Email Campaign					\$9,851
Print/Mail Notice to Bouncebacks					
- Estimated # of Class Members with Email Bounceback		303,056 units			
- Estimated # of Class Members with Postal Address Only		0 units			
- Total Estimated # of Class Members to Receive Mailed Notice		303,056 units			
¹ Single-Postcard Summary Notice		303,056 units	\$0.033	\$10,001	
- Print Production Management		10 hrs	\$85.00	\$850	
- Forwarding of Returned Mail with USPS Forwarding Addresses	1%	3,031 units	\$0.80	\$2,425	
- Data Entry for Re-mails to New Addresses		3,031 units	\$0.50	\$1,516	
- Returned Undeliverable Mail	10%	30,306 units	\$0.10	\$3,031	
Sub-total of Print/Mail Notice to Bouncebacks					\$17,822
Address Searches/Re-mails					
- Number of Address Searches Performed		30,306 units	\$0.10	\$3,031	
- Number of New Addresses Found	60%	18,184 units			
- Re-mails to Found Addresses		18,184 units	\$0.25	\$4,546	
- Staff Time for Address Searches/Re-mails		18 hrs	\$85.00	\$1,530	
Sub-total of Address Searches/Re-mails					\$9,107
Website Set-up & Maintenance					
- Design & Set up Dynamic Website		50 hrs	\$160.00	\$8,000	
- Domain Registration (5 yrs/Privacy Registration)				\$175	
- Maintenance		12 hrs	\$160.00	\$1,920	
- Server Space rental		12 mos	\$50.00	\$600	
Sub-total of Website Set-up & Maintenance					\$10,695
Case Management, Opt Out Processing, and Declaration of Notice Procedures					
- Case Management		200 hrs	\$185.00	\$37,000	
- Principial Project Management		20 hrs	\$290.00	\$5,800	
- Opt-Out/Objection Processing (per hr)		10 hrs	\$85.00	\$850	
- Correspondence Processing		10 hrs	\$85.00	\$850	
- Declaration of Notice Procedures		10 hrs	\$160.00	\$1,600	
Sub-total of Case Management, Opt Out Processing, and Declaration of Notice Procedures					\$46,100
SUB-TOTAL OF NOTICE PROCEDURES					\$161,505



Administration Services Estimate
Peters v. Apple, Inc. Settlement Administration Proposal
 June 16, 2023
 Frank Gatto: fgatto@kcccl.com; 310.647.7828

CLASS MEMBER SUPPORT	RESPONSE RATE	QUANTITY	RATE PER UNIT	ESTIMATED COST	TOTAL
Automated Call Support					
- Toll Free Phone Line & System Set-up Cost		15 hrs	\$160.00	\$2,750	
- Script Drafting and Management		12 mos	\$50.00	\$600	
- Monthly Maintenance Fees					
- Projected # of Calls (% of Class)	0.3%	31,862 calls			
- Average Call Duration (minutes)		3 mins			
- IVR Line Charges		95,586 mins	\$0.18 /min	\$17,205	
- Projected # of Punchthroughs to Live Operator (% of Calls)	5%	1,593 calls			
- Average Call Duration (minutes)		3 mins			
- IVR Transfer Line Charges		4,779 mins	\$0.18 /min	\$860	
- Live Operator Line Charges		4,779 mins	\$1.25 /min	\$5,974	
- Long-Form Notice Packet Requests	1%	319 units			
- Fulfill Notice Packet Requests		319 units	\$0.80	\$255	
- Print Production Management		4 hrs	\$85.00	\$340	
- Transcriptions		319 units	\$0.60	\$191	
- Staff Time Downloading Transcribed Data (30 min/month x 12 months)		6 hrs	\$85.00	\$510	
Sub-total of Automated Call Support					\$31,086
Email Handling					
- Establish Email Inbox for Correspondence				\$350	
- Estimated # of Emails		9,558 units			
- Average Email Duration (minutes)		3 mins			
- Staff Time Responding to Emails		480 hrs	\$55.00	\$26,400	
Sub-total of Email Handling					\$26,750
SUB-TOTAL OF CLASS MEMBER SUPPORT					\$57,836

CLAIMS ADMINISTRATION	%	Quantity	5% Filing Rate	Rate	Total	%	Quantity	7.5% Filing Rate	Rate	Total	%	Quantity	10% Filing Rate	Rate	Total	%	Quantity	15% Filing Rate	Rate	Total	%	Quantity	20% Filing Rate	Rate	Total	
Estimated # of Claims		531,025 claims		\$0.075	\$39,747		796,538 claims		\$0.075	\$59,821		1,062,050 claims		\$0.075	\$79,494		1,593,075 claims		\$0.062	\$98,573		2,119,852 claims		\$0.05	\$105,993	
Process Claims Filed Online	99.8%	529,963 claims		\$0.075	\$39,747	99.8%	794,945 claims		\$0.075	\$59,821	99.8%	1,059,926 claims		\$0.075	\$79,494	99.8%	1,589,889 claims		\$0.062	\$98,573	99.8%	2,119,852 claims		\$0.05	\$105,993	
Process Claims Filed by Postal Mail	0.2%	1,062 claims				0.2%	1,593 claims				0.2%	2,124 claims				0.2%	3,186 claims				0.2%	4,243 claims				
- Staff Hours Processing Claims		54 hrs	\$85.00	\$4,590		80 hrs	\$85.00	\$6,800			107 hrs	\$85.00	\$9,095			160 hrs	\$85.00	\$13,600			213 hrs	\$85.00	\$18,105			
- Data Entry & Claims Scoring Setup				\$895				\$895					\$895					\$895						\$895		
- Open/Image/Data Enter Forms		1,062 units	\$1.85	\$1,965		1,593 units	\$1.85	\$2,947			2,124 units	\$1.85	\$3,929			3,186 units	\$1.85	\$5,894			4,243 units	\$1.85	\$7,859			
Deficient Claims Filed by Postal Mail	5%	53 units		\$66		5%	80 units		\$100		5%	106 units		\$133		5%	159 units		\$125		5%	212 units		\$125	\$265	
- Print/Mail Deficiency Letters		53 units	\$1.25	\$66		80 units	\$1.25	\$100			106 units	\$1.25	\$133			159 units	\$1.25	\$199			212 units	\$1.25	\$265			
- Staff Hours Processing Deficiencies		5 hrs	\$85.00	\$425		5 hrs	\$85.00	\$425			10 hrs	\$85.00	\$850			10 hrs	\$85.00	\$850			15 hrs	\$85.00	\$1,275			
- Open/Image/Data Enter Forms		53 units	\$1.25	\$66		80 units	\$1.25	\$100			106 units	\$1.25	\$133			159 units	\$1.25	\$199			212 units	\$1.25	\$265			
Status Reports		10 hrs	\$160.00	\$1,600		10 hrs	\$160.00	\$1,600			10 hrs	\$160.00	\$1,600			10 hrs	\$160.00	\$1,600			10 hrs	\$160.00	\$1,600			
SUB-TOTAL OF CLAIMS ADMINISTRATION				\$49,395				\$72,536					\$96,192					\$121,905						\$156,364		

DISBURSEMENTS & TAX REPORTING	%	Quantity	5% Filing Rate	Rate	Total	%	Quantity	7.5% Filing Rate	Rate	Total	%	Quantity	10% Filing Rate	Rate	Total	%	Quantity	15% Filing Rate	Rate	Total	%	Quantity	20% Filing Rate	Rate	Total	
Estimated # of Approved Claims		531,025 units					796,538 units					1,062,050 units					1,593,075 units					2,119,852 units				
- Estimated % Electing ACH	5%	26,551 units				5%	39,827 units				5%	53,103 units				5%	79,654 units				5%	106,205 units				
- Estimated % Electing Check Payment	95%	504,474 units				95%	756,711 units				95%	1,008,948 units				95%	1,513,421 units				95%	2,017,895 units				
Funds Management, Obtain Tax ID		40 hrs	\$160.00	\$6,400		40 hrs	\$160.00	\$6,400			40 hrs	\$160.00	\$6,400			40 hrs	\$160.00	\$6,400			40 hrs	\$160.00	\$6,400			
Distribution Calculations & Prep		50 hrs	\$120.00	\$6,000		50 hrs	\$120.00	\$6,000			50 hrs	\$120.00	\$6,000			50 hrs	\$120.00	\$6,000			50 hrs	\$120.00	\$6,000			
ACH Ping		26,551 units	\$0.10	\$2,655		39,827 units	\$0.10	\$3,983			53,103 units	\$0.10	\$5,310			79,654 units	\$0.10	\$7,965			106,205 units	\$0.10	\$10,621			
- ACH Ping Failures	10%	23,996 units	\$0.35	\$8,394		35,044 units	\$0.35	\$12,546			47,793 units	\$0.35	\$16,727			71,689 units	\$0.35	\$25,091			95,585 units	\$0.35	\$33,455			
ACH Deposit		507,129 cks	\$0.15	\$76,069		760,694 cks	\$0.15	\$114,104			1,014,258 cks	\$0.15	\$152,139			1,521,386 cks	\$0.15	\$228,205			2,028,516 cks	\$0.15	\$304,277			
Distribution Management		40 hrs	\$290.00	\$11,600		40 hrs	\$290.00	\$11,600			40 hrs	\$290.00	\$11,600			40 hrs	\$290.00	\$11,600			40 hrs	\$290.00	\$11,600			
Returned Undeliverable Checks	1%	5,072 cks		\$1,020		1%	7,607 cks		\$1,445		1%	7,607 cks		\$1,445		1%	7,607 cks		\$1,700		1%	20,286 cks		\$85.00	\$2,635	
- Handling of Returned Undeliverable Mail		12 hrs	\$85.00	\$1,020		17 hrs	\$85.00	\$1,445			19 hrs	\$85.00	\$1,615			20 hrs	\$85.00	\$1,700			31 hrs	\$85.00	\$2,635			
Release Checks (Batched & Re-issued)	1%	5,072 cks	\$4.50	\$22,824		1%	7,607 cks	\$4.50	\$34,232		1%	7,607 cks	\$4.50	\$34,232		1%	7,607 cks	\$4.50	\$34,232		1%	20,286 cks	\$4.50	\$91,287		
Post-Distribution Follow-up & Reports		30 hrs	\$120.00	\$3,600		30 hrs	\$120.00	\$3,600			30 hrs	\$120.00	\$3,600			30 hrs	\$120.00	\$3,600			30 hrs	\$120.00	\$3,600			
Settlement Fund Tax Returns (Annual)		1 yrs	\$1,750.00	\$1,750		1 yrs	\$1,750.00	\$1,750			1 yrs	\$1,750.00	\$1,750			1 yrs	\$1,750.00	\$1,750			1 yrs	\$1,750.00	\$1,750			
SUB-TOTAL OF DISBURSEMENTS & TAX REPORTING				\$140,282				\$195,659					\$239,373					\$326,546						\$471,624		
1 SUB-TOTAL ADMINISTRATION COSTS				\$409,009				\$487,535					\$554,906					\$667,792						\$827,349		
Plus Estimated Postage*				\$327,524				\$428,432					\$526,858					\$724,672						\$930,093		
TOTAL ESTIMATED COST**				\$736,532				\$915,967					\$1,081,764					\$1,392,463						\$1,757,441		
NOT-TO-EXCEED AMOUNT****				\$736,500				\$736,500					\$736,500					\$736,500						\$736,500		

* Due to a global paper shortage, the final pricing will be determined prior to the mailing once final counts are provided, mailing dates are set and paper availability has been confirmed.
 ** Please note the USPS has indicated there will be a postal rate increase in July 2023.

ADDITIONAL SERVICES	RESPONSE RATE	QUANTITY	RATE PER UNIT	ESTIMATED COST	TOTAL
Print/Mail Notice to Bouncebacks (1-page Letter)					
- 1-page Notice, Outbound Envelope		303,056 units	\$0.067	\$20,170	
- Print Production Management		10 hrs	\$85.00	\$850	
- Forwarding of Returned Mail with USPS Forwarding Addresses	1%	3,031 units	\$0.80	\$2,425	
- Data Entry for Re-mails to New Addresses		3,031 units	\$0.50	\$1,516	
- Returned Undeliverable Mail	10%	30,306 units	\$0.10	\$3,031	
Sub-total of Print/Mail Notice to Bouncebacks (1-page Letter)				\$27,991	
Estimated Postage				\$171,409	
Total Estimated Cost of Print/Mail Notice to Bouncebacks (1-page Letter)				\$199,400	

STANDARD HOURLY RATES	RATE PER UNIT
KCC Standard Hourly Rates	
- Principal	\$200.00 /hour
- Director	\$235.00 /hour
- Sr. Manager	\$185.00 /hour
- Manager	\$160.00 /hour
- Supervisor	\$120.00 /hour
- Staff	\$60.00 - \$85.00 /hour

OTHER SERVICES AND OUT-OF-POCKET EXPENSES	RATE PER UNIT
Other Services and Ad Hoc Reporting, as needed or requested	(standard hourly rates)
Other Charges and Out-of-Pocket Costs***	(actual)

* Estimated Postage and Handling.
 ** Does not include applicable taxes or escheatment services.
 *** Includes, but is not limited to long distance calls, overnight shipping, photocopies, storage, PO Box rentals, broker fees, etc.
 **** Not-to-Exceed Amount is contingent 10,620,000 class members, does not include postage (including anticipated increase in July), and providing no change in the stated scope or assumptions.

This Class Action Administration Services Estimate and the attached Cost Summary & Scope of Services (together, the "Proposal") are valid for ninety days from 6/16/2023. After such period, KCC reserves the right to amend the Proposal (including, without limitation, by increasing fees and costs) or to withdraw the Proposal in its sole discretion.

All services to be provided to the undersigned (the "Client") and all fees and costs set forth in the Proposal are subject to the terms, specifications, assumptions and conditions set forth in the Proposal and the attached Terms and Conditions (the "Terms of Service"). The estimated fees and charges in the Proposal are based on certain information provided to KCC as well as significant assumptions. Accordingly, this estimate is not intended to limit KCC's actual fees and charges, which may be less or more than estimated due to the scope of actual services or changes to the underlying facts or assumptions.

KCC Class Actions Services, LLC

BY: _____ DATE: _____

TITLE: _____

Financially Responsible Party

BY: _____ DATE: _____

TITLE: _____

TERMS AND CONDITIONS

All services to be provided by KCC Class Action Services, LLC (together with its affiliates, "KCC"), including services provided to Client as set forth in the attached Proposal, are subject to the following Terms and Conditions:

- 1. SERVICES.** KCC agrees to provide the services set forth in the Proposal attached hereto (the "Services"). Capitalized terms not otherwise defined herein have the meanings given to such terms in the Proposal. KCC will often take direction from Client's representatives, employees, agents and/or professionals (collectively, the "Client Parties") with respect to the Services. The parties agree that KCC may rely upon, and Client agrees to be bound by, any direction, advice or information provided by the Client Parties to the same extent as if provided by Client. Client agrees and understands that KCC shall not provide Client or any other party with any legal advice.
- 2. PRICES, CHARGES AND PAYMENT.** KCC agrees to charge and Client agrees to pay, subject to the terms herein, KCC for its fees and charges as set forth in the Proposal. Client acknowledges that any estimate in the Proposal is based on information provided by Client to KCC and actual fees and charges may vary depending on the circumstances and length of the case. Notwithstanding the foregoing, where total charges are expected to exceed \$10,000 in any single month, KCC may require advance payment from Client due and payable upon demand and prior to the performance of services. KCC's prices are inclusive of commission and other charges and are generally adjusted periodically to reflect changes in the business and economic environment. KCC reserves the right to reasonably increase its prices, charges and rates annually. If any such increase exceeds 10%, KCC will give thirty (30) days written notice to Client. Client agrees to pay the reasonable out of pocket expenses incurred by KCC in connection with Services, including, but not limited to, transportation, lodging, and meals.

KCC agrees to submit its invoices to Client and Client agrees that the amount invoiced is due and payable upon receipt. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Client further agrees to pay a late charge (the "Finance Charge"), calculated as one and one-half percent (1-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, Client shall give written notice to KCC within twenty (20) days of receipt of the invoice by Client. Client agrees the Finance Charge is applicable to instances where KCC agreed to provide certain pre-settlement work while deferring the billing of said work until the settlement phase.

- 3. FURTHER ASSURANCES.** Client agrees that it will use its best efforts to include provisions reasonably acceptable to KCC in any relevant court order, settlement agreement or similar document that provide for the payment of KCC's fees and expenses hereunder. No agreement to which KCC is not a party shall reduce or limit the full and prompt payment of KCC's fees and expenses as set forth herein and in the Proposal.
- 4. RIGHTS OF OWNERSHIP.** The parties understand that the software programs and other materials furnished by KCC to Client and/or developed during the course of the performance of Services are the sole property of KCC. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished to Client. Fees and expenses paid by Client do not vest in Client any rights in such property, it being understood that such property is only being made available for Client's use during and in connection with the Services provided by KCC.
- 5. CONFIDENTIALITY.** Each of KCC and Client, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the Services; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information. These provisions shall survive termination of Services. KCC will not accept, and Client agrees not to send, any information that may be deemed protected health information under state or federal law without the consent of the data subjects or pursuant to the terms of an agreed qualified protective order entered by a court of competent jurisdiction.
- 6. DOCUMENT RETENTION.** All data and records received in connection with the Services will be destroyed no later than six months after case closing, absent client agreement or legal requirement. Retention outside of KCC's standard schedule may result in additional storage charges to Client.
- 7. BANK ACCOUNTS.** At Client's request, KCC shall be authorized to establish accounts with financial institutions as agent for Client or as otherwise agreed by the parties. All Client accounts established by KCC shall be deposit accounts of commercial banks with capital exceeding \$1 billion and an FIR rating of above Investment Grade or higher (each, an "Approved Bank"). Notwithstanding the foregoing, the parties may utilize any financial institution or electronic payment service provider specified in the Proposal in connection with the services to be provided hereunder, or as otherwise agreed to in writing, which institution or provider will be deemed an Approved Bank. In some cases, KCC may derive financial benefits from financial institutions resulting from settlement funds and other moneys on deposit or invested with them including, for example, discounts provided on certain banking services and service fees. The amounts held pursuant to these Terms and Conditions ("Amounts Held") are at the sole risk of Client and, without limiting the generality of the foregoing, KCC shall

have no responsibility or liability for any diminution of the fund that may result from any deposit made with an Approved Bank including any losses resulting from a default by the Approved Bank or other credit losses. KCC shall have no responsibility or liability for any claims or losses arising from or related to the delivery of electronic payments. It is acknowledged and agreed that KCC will have acted prudently in depositing the fund at any Approved Bank, and KCC is not required to make any further inquiries in respect of any such bank.

Client hereby authorizes KCC to stop payment of checks issued in payment of settlement proceeds, if applicable, but not presented for payment, when the payees thereof allege either that they have not received the checks or that such checks have been mislaid, lost, stolen, destroyed or, through no fault of theirs, are otherwise beyond their control and cannot be produced by them for presentation and collection, and KCC shall issue and deliver duplicate checks in replacement thereof. Client shall indemnify KCC against any loss or damage resulting from reissuance of the checks. Further, in the event payees present their checks for payment through electronic or mobile deposit and subsequently present their checks for payment, at which point they are dishonored, Client shall indemnify KCC against any loss or damage resulting from the double presentment, including any holder in due course claims.

- 8. TERMINATION.** The Services may be terminated by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of KCC that causes serious and material harm to Client, (ii) the failure of Client to pay KCC invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services where KCC reasonably believes it will not be paid. Termination of Services shall not relieve Client of its obligations to pay all fees and expenses incurred prior to such termination.

In the event that the Services are terminated, regardless of the reason for such termination, KCC shall reasonably coordinate with Client to maintain an orderly transfer of data, programs, storage media or other materials furnished by Client to KCC or received by KCC in connection with the Services. Client agrees to pay for such services in accordance with KCC's then existing prices for such services.

- 9. LIMITATIONS OF LIABILITY AND INDEMNIFICATION.** Client shall indemnify and hold KCC, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to KCC's performance of Services. Such indemnification shall exclude Losses resulting from KCC's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. Client shall notify KCC in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that Client becomes aware of with respect to the Services provided by KCC.

Except as provided herein, KCC's liability to Client or any person making a claim through or under Client or in connection with Services for any Losses of any kind, even if KCC has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of KCC, shall be limited to the total amount billed or billable for the portion of the particular work which gave rise to the alleged Loss. In no event shall KCC's liability for any Losses, whether direct or indirect, arising out of the Services exceed the greater of (i) the total amount billed and paid by or through Client for the Services and (ii) solely in the event of any loss of the Amount Held caused by KCC's gross negligence or willful misconduct, the total Amount Held under Section 6. In no event shall KCC be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the Services. Except as expressly set forth herein, KCC makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity. The provisions of this Section 8 shall survive termination of Services.

- 10. FORCE MAJEURE.** KCC will not be liable for any delay or failure in performance when such delay or failure arises from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.
- 11. INDEPENDENT CONTRACTORS.** KCC is and shall be an independent contractor of Client and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of the Services or these Terms and Conditions.
- 12. NOTICES.** All notices and requests hereunder shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth in the Proposal or to such other address as the party to receive the notice or request so designates by written notice to the other.
- 13. APPLICABLE LAW.** These Terms and Conditions will be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law principles.

14. ENTIRE AGREEMENT; MODIFICATIONS; SEVERABILITY; BINDING EFFECT. These Terms and Conditions, together with the Proposal delivered pursuant hereto, constitutes the entire agreement and understanding of the parties in respect of the subject matter hereof and supersede all prior understandings, agreements or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof. If any provision herein shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. These Terms and Conditions may be modified only by a written instrument duly executed by the parties. All of the terms, agreements, covenants, representations, warranties and conditions of these Terms and Conditions are binding upon, and inure to the benefit of and are enforceable by, the parties and their respective successors and permitted assigns.

Exhibit 7

Peters v. Apple Inc. Settlement Administrator

P.O. Box #####

City, ST ZIP



A2E

VISIT THE SETTLEMENT WEBSITE BY SCANNING THE PROVIDED QR CODE

<<Barcode>>

Postal Service: Please do not mark barcode

Claim#: A4E-<<ClaimID>>-<<MailRec>>

<<First1>> <<Last1>>

<<Addr1>> <<Addr2>>

<<City>>, <<ST>> <<Zip>>

<<Country>>

Peters v. Apple Inc.

SUPERIOR COURT OF CALIFORNIA
LOS ANGELES COUNTY

No. 19STCV21787

All Payment Election forms must be submitted online or postmarked by DATE

Payment Election Form

This Payment Election Form may be submitted online at www.petersfamilysharingplan.com or completed and mailed to the address below. Submit your completed Payment Election Form online or mail it so it is postmarked no later than DATE.

I. CONTACT INFORMATION

The Settlement Administrator will use this information for communications and payments. If this information changes before settlement payments are issued, contact the Settlement Administrator at the address below.

Form fields for contact information: First Name, M.I., Last Name, Mailing Address (Line 1 and 2), City, State, Zip Code, Preferred Telephone Number, E-mail Address.

II. ATTESTATION AND SIGNATURE: I was enrolled in a Family Sharing group with at least one other person between June 21, 2015 and January 30, 2019, was a U.S. resident during that time, and purchased a subscription to an app (other than one published by Apple) through the App Store during that time. I declare under penalty of perjury that the information provided in this Payment Election Form, to the best of my knowledge, is true and correct.

Signature: _____ Date of Signature (mm/dd/yyyy): _____

III. PAYMENT SELECTION: Please select one of the following payment options:

ACH - Enter the information associated with your bank account:

Form fields for ACH payment: Routing Number, Account Number

Physical Check - Payment will be mailed to the address provided in Section I of this Payment Election Form.



FOR CLAIMS PROCESSING ONLY. Includes fields for OB, CB, and radio buttons for DOC, LC, REV, RED, A, B.