

**IF YOU (1) OWNED AN IPHONE 4S THAT WAS PURCHASED AFTER SEPTEMBER 1, 2012, (2) EXPERIENCED WI-FI PROBLEMS WITH THE DEVICE AFTER THE WARRANTY EXPIRED, AND EITHER (A) PURCHASED A REPLACEMENT FROM APPLE AS A RESULT OF THE WI-FI ISSUE, OR (B) COMPLAINED TO APPLE ABOUT THE WI-FI ISSUE, YOU COULD BE INCLUDED IN THIS CLASS ACTION SETTLEMENT.**

**The Court authorized this notice. You are not being sued. This is not an ad.**

- A proposed settlement (“Settlement”) has been reached in the class action lawsuit filed against Apple Inc. resolving claims that Apple sold iPhone 4S devices with defective Wi-Fi components that caused Wi-Fi to fail on certain devices, in violation of California’s Unfair Competition Law.
- Apple denies all allegations and is entering into this Settlement to avoid burdensome and costly litigation. The Settlement is not an admission of wrongdoing.
- Your legal rights are affected whether you act or don’t act. These rights and options – **and the deadlines to exercise them** – are explained in this notice. **Read this notice carefully.**
- This notice summarizes the Settlement. Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.
- If the Court approves the Settlement, Apple will create a settlement fund, from which Apple will (1) refund customers whom Apple’s records show purchased a replacement iPhone 4S from Apple due to a Wi-Fi problem after the warranty expired, and (2) send a check for \$23 to customers for whom Apple has a record showing that the customer complained to Apple about a Wi-Fi problem with their iPhone 4S after the warranty expired. Your iPhone 4S device must have been purchased after September 1, 2012 in order for you to qualify for this Settlement.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b>	
<b>DO NOTHING</b>	<p><b>Participate in this Settlement. Receive benefit. Give up certain rights.</b></p> <p>By doing nothing, you will automatically receive either (1) a refund of the price you paid to Apple for a replacement iPhone 4S, or (2) \$23 if you complained about a Wi-Fi problem with your iPhone 4S but did not purchase a replacement device from Apple. You will be bound by this Settlement, and you will give up any rights to sue Apple separately about the claims resolved by the Settlement.</p>
<b>ASK TO BE EXCLUDED BY JULY 11, 2019</b>	<p><b>Get no benefits from the Settlement. Keep certain rights.</b></p> <p>If you ask to be excluded, you will not receive money under the Settlement, but, you will keep any right to sue Apple separately about the claims in this lawsuit, provided they are timely. Your request to exclude yourself must be postmarked by July 11, 2019.</p>
<b>OBJECT BY JULY 11, 2019</b>	<p><b>Write to the Court about why you don’t approve of the Settlement.</b></p> <p>If you wish to object to the Settlement, you cannot exclude yourself from the Settlement. To object, you must either mail a written objection to the Settlement Administrator postmarked no later than July 11, 2019, or appear at the Fairness Hearing on August 9, 2019 to make an oral objection.</p>

## WHAT THIS NOTICE CONTAINS

### **BASIC INFORMATION..... PAGE 3**

1. What is this notice?
2. What is this Lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?

### **THE SETTLEMENT ..... PAGE 3**

5. Am I part of the Settlement Class?
6. What does the Settlement provide?
7. How much is my Settlement Award?

### **YOUR RIGHTS AND OPTIONS..... PAGE 5**

8. What happens if I do nothing at all?
9. How do I ask to be excluded from the Settlement?
10. What happens if I exclude myself from the Settlement?
11. How do I tell the Court if I do not like the Settlement?
12. What is the difference between objecting and asking to be excluded?

### **THE ATTORNEYS REPRESENTING YOU ..... PAGE 7**

13. Do I have attorneys in this case?
14. Should I get my own attorney?
15. What attorneys' fees and costs are involved?

### **THE COURT'S FAIRNESS HEARING..... PAGE 8**

16. When and where will the Court decide whether to approve the Settlement?
17. Do I have to attend the hearing?

### **GETTING MORE INFORMATION.....PAGE 8**

18. Are more details available?

## BASIC INFORMATION

### 1. What is this notice?

Judge Brian C. Walsh of the Superior Court of California, Santa Clara County, authorized this notice because you have a right to know about the proposed Settlement of a class action lawsuit, *Butler, et al. v. Apple Inc.*, Case No. 2014-1-CV-262989 (the “Lawsuit”), and about all of your options before the Court decides whether to approve the Settlement.

This notice explains the Lawsuit, the Settlement, your legal rights, what benefits are provided by the Settlement, who is eligible for them, and how to get them. If the Court approves the Settlement, and after any objections or appeals are resolved, then the payments agreed to in this Settlement will be made.

### 2. What is this Lawsuit about?

The Lawsuit claims that Apple sold iPhone 4S devices with defective Wi-Fi components that caused Wi-Fi to fail on certain devices, in violation of California’s Unfair Competition Law.

Apple denies all allegations and is entering into this Settlement to avoid burdensome and costly litigation. The Settlement is not an admission of wrongdoing.

### 3. Why is this a class action?

In a class action, one or more people called “Class Representatives” (in this case, Fernanda Rocha Hawkins) sue on behalf of themselves and other people with similar claims. Together, all the people with similar claims (except those who exclude themselves) are members of a “Class.” Please see the response to Question 5 (below) to determine whether you are part of the class.

### 4. Why is there a Settlement?

The Court has not decided in favor of either party. Instead, both sides have agreed to the Settlement. By agreeing to the Settlement, the parties avoid the costs and uncertainty of a trial, and if the Settlement is approved by the Court, participating class members will receive the benefits described in this notice. The proposed Settlement does not mean that any law was broken or that Apple did anything wrong. Apple denies all allegations and is entering into this Settlement to avoid burdensome and costly litigation. The Settlement is not an admission of wrongdoing. The Class Representative and her lawyers think the proposed Settlement is best for everyone who is affected.

## THE SETTLEMENT

### 5. Am I part of the Settlement Class?

Unless you request to be excluded (see below in Question 9 for instructions), you are a member of the Settlement Class defined as follows: “All customers who, according to Apple’s company records, owned an iPhone 4S that was purchased on or after September 1, 2012, whose phone had a Wi-Fi module that was or may have been manufactured by Universal Scientific Industrial Co., Ltd. (“USI”), and who either paid for an out-of-warranty replacement iPhone 4S due to a Wi-Fi/Bluetooth issue or complained to Apple about a Wi-Fi/Bluetooth issue when their iPhone 4S was out-of-warranty (limited to the first customer who complained to Apple about a specific (by serial number) device).”

The Settlement Class excludes Apple; any entity in which Apple has a controlling interest; Apple’s directors, officers, and employees; Apple’s legal representatives, successors, and assigns; and all persons who validly request exclusion from the Settlement Class.

If you are not sure whether you are in the Settlement Class or have any other questions about the Settlement, visit the Settlement Website at [www.WiFiBluetoothGreyOutSettlement.com](http://www.WiFiBluetoothGreyOutSettlement.com) or call the Settlement Administrator at the toll-free number, 1-855-256-2019. You may also send questions to the Settlement Administrator at:

*Butler v Apple Inc.* Settlement Administrator  
P.O. Box 404000  
Louisville, KY 40233-4000

Please do not address any questions about the Settlement to Apple, defense counsel, the Clerk of the Court, or the Judge.

6. What does the Settlement provide?

Apple has agreed to pay \$6,645,440 to create a “Settlement Fund.” The Settlement Fund will be used to send checks to participating class members (called “Settlement Awards”); pay a Service Award to the Class Representative as approved by the Court; pay Attorneys’ Fees and Expenses to Class Counsel as approved by the Court; and pay the costs of administering the Settlement. Up to \$169,000 will be deducted from the Settlement Fund to pay for the costs of administering the Settlement.

The Settlement Awards will consist of: (1) a full refund to customers who purchased a replacement iPhone 4S from Apple due to a Wi-Fi problem after the warranty expired, and (2) \$23 to customers who complained to Apple about a Wi-Fi problem with their iPhone 4S after the warranty expired. The customer’s iPhone 4S device must have been purchased after September 1, 2012 in order to qualify for a Settlement Award.

The Settlement Administrator will mail the Settlement Awards to each participating class member’s mailing address, if a valid address is on record. If no address is on record for a particular class member, and if that class members’ address cannot otherwise be located, that class member’s Settlement Award will be distributed equally between (1) the National center for Youth Law (a child advocacy program), and/or (2) Public Counsel (a nonprofit organization that provides legal services to the indigent). These are known as “Cy Pres Recipients.”

In no event will any part of the Settlement Fund pass back to Apple. If there are any funds remaining in the Settlement Fund after all Settlement Awards have been distributed and the deadline to cash Settlement Awards has passed, they will be distributed in equal amounts to the Cy Pres Recipients described above.

7. How much is my Settlement Award?

The amount that you will receive under the Settlement is called your “Settlement Award.” Apple is paying a total of \$4,975,440 in Settlement Awards directly to participating class members, according to the following payment structure:

- a. \$199 to each customer (1) who owned an iPhone 4S that was purchased on or after September 1, 2012, (2) whose phone had a Wi-Fi module that was or may have been manufactured by Universal Scientific Industrial Co., Ltd. (“USI”), and (3) who paid \$199 for an out-of-warranty replacement iPhone 4S due to a Wi-Fi/Bluetooth issue;
- b. \$198 to each customer (1) who owned an iPhone 4S that was purchased on or after September 1, 2012, (2) whose phone had a Wi-Fi module that was or may have been manufactured by USI, and (3) who paid between \$185.01 and \$198 for an out-of-warranty replacement iPhone 4S due to a Wi-Fi/Bluetooth issue;
- c. \$185 to each customer (1) who owned an iPhone 4S that was purchased on or after September 1, 2012, (2) whose phone had a Wi-Fi module that was or may have been manufactured by USI, and (3) who paid between \$150.01 and \$185 for an out-of-warranty replacement iPhone 4S due to a Wi-Fi/Bluetooth issue;
- d. \$150 to each customer (1) who owned an iPhone 4S that was purchased on or after September 1, 2012, (2) whose phone had a Wi-Fi module that was or may have been manufactured by USI, and (3) who paid between \$100.01 and \$150 for an out-of-warranty replacement iPhone 4S due to a Wi-Fi/Bluetooth issue;
- e. \$100 to each customer (1) who owned an iPhone 4S that was purchased on or after September 1, 2012, (2) whose phone had a Wi-Fi module that was or may have been manufactured by USI, and (3) who paid between \$75.01 and \$100 for an out-of-warranty replacement iPhone 4S due to a Wi-Fi/Bluetooth issue;
- f. \$75 to each customer (1) who owned an iPhone 4S that was purchased on or after September 1, 2012, (2) whose phone had a Wi-Fi module that was or may have been manufactured by USI, and (3) who paid between \$50.01 and \$75 for an out-of-warranty replacement iPhone 4S due to a Wi-Fi/Bluetooth issue;
- g. \$50 to each customer (1) who owned an iPhone 4S that was purchased on or after September 1, 2012, (2) whose phone had a Wi-Fi module that was or may have been manufactured by USI, and (3) who paid between \$30.01 and \$50 for an out-of-warranty replacement iPhone 4S due to a Wi-Fi/Bluetooth issue;
- h. \$30 to each customer (1) who owned an iPhone 4S that was purchased on or after September 1, 2012, (2) whose phone had a Wi-Fi module that was or may have been manufactured by USI, and (3) who paid between \$1 and \$30 for an out-of-warranty replacement iPhone 4S due to a Wi-Fi/Bluetooth issue; and
- i. \$23 to each customer (1) who owned an iPhone 4S that was purchased on or after September 1, 2012, (2) whose phone had a Wi-Fi module that was or may have been manufactured by USI, and (3) who complained to Apple about a Wi-Fi problem with their iPhone 4S after the warranty expired, but did not purchase a replacement device from Apple.

## **YOUR RIGHTS AND OPTIONS**

You have to decide whether to participate in the Settlement, to ask to be excluded from the Settlement, or to object to the Settlement. You have to decide this on or before July 11, 2019.

<b>8. What happens if I do nothing at all?</b>
--

You don’t have to do anything if you want to receive a check from the Settlement. By doing nothing you are staying in the Settlement Class.

If you do nothing, you give up your right to sue Apple as part of any other lawsuit about the claims resolved or the facts alleged in this Settlement. The full release language is set forth below:

“As of the Effective Date of this Agreement as defined below, Releasing Persons hereby fully and irrevocably release and forever discharge Released Persons from any and all liabilities, claims, cross-claims, causes of action, rights, actions, suits, debts, liens, contracts, agreements, damages, costs, attorneys’ fees, losses, expenses, obligations, or demands, of any kind whatsoever, whether known or unknown, existing or potential, or suspected or unsuspected, whether raised by claim, counterclaim, setoff, or otherwise, including any known or unknown claims, which they have or may claim now or in the future to have, that were or reasonably could have been asserted based on the factual allegations in the Second Amended Complaint, or based on any facts discovered in the course of litigating the Action, or that relate to or arise out of all iPhone 4S Wi-Fi/Bluetooth issues (“Released Claims”). Released Claims do not include claims related to any phone models other than the iPhone 4S or problems with the iPhone 4S other than Wi-Fi or Bluetooth problems, nor do the Released Claims limit, or release any ongoing or pending litigation against Apple Inc., whether in state or federal court in California or anywhere else in the U.S. or in arbitration.”

If you have questions about the released claims or what they mean, you can talk to the law firm representing the Class listed in Question 13 for free, or you can, at your own expense, talk to your own lawyer.

9. How do I ask to be excluded from the Settlement?

If you do not want to participate in this Settlement, you can exclude yourself from (or “opt out” of) the Settlement by sending a letter by mail to the Settlement Administrator. The opt-out or exclusion letter must include:

- a) Your full name and address and email;
- b) The name of this case: *Butler v. Apple Inc.*, Case No. 2014-1-CV-262989; and
- c) A clear statement that you do not want to participate in the Settlement.

The letter must be signed and dated, and postmarked no later than July 11, 2019. You must mail your exclusion letter to:

*Butler v Apple Inc.* Settlement Administrator  
P.O. Box 404000  
Louisville, KY 40233-4000

10. What happens if I exclude myself from the Settlement?

If you exclude yourself from the Settlement, you won’t receive any money or Settlement Award, and you cannot object to the Settlement. By excluding yourself, however, you may be able to sue Apple about the claims alleged in this Lawsuit at your own expense, assuming your claim is timely under applicable law.

11. How do I tell the Court if I do not like the Settlement?

If you’re a class member, you can ask the Court to deny approval by filing an objection. You can’t ask the Court to order a larger payment; the Court can only approve or deny the Settlement. If the Court denies approval, no settlement benefits will be paid to class members and the Lawsuit will continue.

You may object to the Settlement in writing. All written objections and supporting papers must include:

- a) Your full name and address and email;
- b) The name of this case: *Butler v. Apple Inc.*, Case No. 2014-1-CV-262989;
- c) Proof that you owned a iPhone 4S that was purchased after September 1, 2012;
- d) The words “Notice of Objection,” “Formal Objection,” or words to that effect; and
- e) The basis for your objection.

Your written objection must be signed, dated, and postmarked no later than July 11, 2019. You must mail your objection to the Settlement Administrator at:

*Butler v Apple Inc.* Settlement Administrator  
P.O. Box 404000  
Louisville, KY 40233-4000

You may also appear at the Fairness Hearing and make an oral objection, either in person or through your own attorney. You or your attorney may make an oral objection at the Fairness Hearing even if you did not submit a written objection. If you appear through your own attorney, you are responsible for paying that attorney.

12. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not want the Settlement to go through for the entire Settlement Class because you do not like something about it. You can object to the Settlement only if you do not exclude yourself. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

**THE ATTORNEYS REPRESENTING YOU**

13. Do I have attorneys in this case?

The Court appointed Fernanda Rocha Hawkins as the Class Representative and the following attorneys as Class Counsel to represent all members of the Settlement Class:

Eric A. Grover, Esq.  
Keller Grover LLP  
1965 Market Street  
San Francisco, CA 94103  
415-543-1305  
[egrover@kellergrover.com](mailto:egrover@kellergrover.com)

Mark S. Reich, Esq.  
Robbins Geller  
Rudman & Dowd LLP  
1 Montgomery Street  
Suite 1800  
San Francisco, CA 94104  
631-367-7100  
[mreich@rgrdlaw.com](mailto:mreich@rgrdlaw.com)

Scot Bernstein, Esq.  
Law Offices of  
Scot D Bernstein,  
A Professional Corporation  
101 Parkshore Drive, Suite 100  
Folsom, CA 95630  
916-447-0100  
[swampadero@sbernsteinlaw.com](mailto:swampadero@sbernsteinlaw.com)

14. Should I get my own attorney?

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

15. What attorneys' fees and costs are involved?

Class Counsel requested an award of up to \$1,500,000 for reasonable attorneys' fees and expenses incurred in the litigation. Class Counsel has worked for nearly five years on this case without compensation. The fees and expenses awarded by the Court will be paid out of the Settlement Fund.

Class Counsel will also request that a Service Award of up to \$1,000 be paid from the Settlement Fund to the Class Representative for her service as representative on behalf of the Class. All applications for attorneys' fees and expenses and the Service Award are subject to Court approval.

### THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses ("Fairness Hearing").

16. When and where will the Court decide whether to approve the Settlement?

The Court has scheduled a Fairness Hearing at 9:00 a.m. on August 9, 2019, at the Superior Court of California for the County of Santa Clara, 191 North First Street, San Jose, California; 95113, Department 1. The hearing may be moved to a different date or time without additional notice. You may check the Settlement website, [www.WiFiBluetoothGreyOutSettlement.com](http://www.WiFiBluetoothGreyOutSettlement.com), for updates.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the requests by Class Counsel for reasonable attorneys' fees and expenses and for the Service Award to the Class Representative. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

17. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you file or submit your written objection on time, to the proper location or address, and it complies with the other requirements set forth above, the Court will consider it. You may also pay your own lawyer to attend the hearing, but it is not necessary.

### GETTING MORE INFORMATION

18. Are more details available?

If you have any questions, you may call Class Counsel listed above or the Settlement Administrator at 1-855-256-2019. Refer to the "*Butler v. Apple Inc.*" case. Certain case documents are available here: [www.WiFiBluetoothGreyOutSettlement.com](http://www.WiFiBluetoothGreyOutSettlement.com).

**PLEASE DO NOT CALL APPLE, DEFENSE COUNSEL,  
OR THE COURT REGARDING THIS MATTER.**