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17 UNITED STATES DISTRICT COURT  
 18 NORTHERN DISTRICT OF CALIFORNIA  
 19 OAKLAND DIVISION

20 In re APPLE INC. SECURITIES 21 LITIGATION	)	Case No. 4:19-cv-02033-YGR
22 _____	)	<u>CLASS ACTION</u>
23 This Document Relates To:	)	AMENDED STIPULATION OF
24 ALL ACTIONS.	)	SETTLEMENT

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1 This Amended Stipulation of Settlement (the “Stipulation”) is made and entered into by  
2 and between Lead Plaintiff and Class Representative Norfolk County Council as Administering  
3 Authority of the Norfolk Pension Fund (“Norfolk” or “Lead Plaintiff”), on behalf of itself and the  
4 proposed Class (defined below), on the one hand, and Defendants Apple Inc. (“Apple” or the  
5 “Company”), Timothy D. Cook, and Luca Maestri (collectively, “Defendants,” and together with  
6 Lead Plaintiff, the “Parties” or the “Settling Parties”) on the other hand.

7 All words or terms used herein that are capitalized shall have the meanings ascribed to  
8 those words or terms as set forth herein and in ¶1 hereof entitled “Definitions.”

9 **I. THE LITIGATION**

10 On April 16, 2019, the first complaint in this action was filed in the United States District  
11 Court for the Northern District of California under the caption *City of Roseville Employees’*  
12 *Retirement System v. Apple Inc.*, No. 4:19-cv-02033. ECF 1. On August 14, 2019, the Court  
13 appointed the Employees’ Retirement System of the State of Rhode Island (“Rhode Island”) as  
14 lead plaintiff. ECF 72. On October 15, 2019, Rhode Island filed a Consolidated and Amended  
15 Class Action Complaint for Violation of the Federal Securities Laws. ECF 85. On December 16,  
16 2019, Defendants moved to dismiss that complaint. ECF 91. On June 2, 2020, the Court issued  
17 an Order granting in part and denying in part Defendants’ motion to dismiss and ordering the  
18 transition of lead plaintiff from Rhode Island to Norfolk. ECF 110. On June 19, 2020, the Court  
19 issued an order appointing Norfolk as lead plaintiff and Robbins Geller Rudman & Dowd LLP  
20 (“Robbins Geller”) as lead counsel. ECF 113. On June 23, 2020, Norfolk filed its Revised  
21 Consolidated Class Action Complaint for Violation of the Federal Securities Laws (the  
22 “Complaint”). ECF 114. The Complaint alleged, *inter alia*, that on November 1, 2018, Defendants  
23 made materially false and misleading statements and omissions about demand for the newly-  
24 released iPhone and Apple’s business in China, in violation of §§10(b) and 20(a) of the Securities  
25 Exchange Act of 1934. The Complaint further alleged that the false and misleading statements  
26 and omissions caused Apple stock to trade at artificially inflated prices, and that, when the true  
27 facts were disclosed, Apple’s stock price declined.

1 Defendants moved to dismiss the Complaint on July 13, 2020. ECF 118. Norfolk opposed  
2 the motion on July 27, 2020. ECF 120. On November 4, 2020, the Court issued an Order granting  
3 in part and denying in part Defendants' motion to dismiss. ECF 123.

4 On May 5, 2021, Norfolk filed its motion for class certification. ECF 165. On February  
5 4, 2022, the Court issued an Order granting the motion in part, certifying a Class of purchasers or  
6 acquirers of Apple common stock, and denying (without prejudice) the motion with respect to the  
7 proposed class of options investors. ECF 224. The Court appointed Norfolk as the Class  
8 Representative, and Robbins Geller as Class Counsel. On April 15, 2022, Norfolk filed a  
9 supplemental motion seeking certification of a class of options investors. ECF 239. On March  
10 28, 2023, the Court issued an Order Modifying Class, which granted Norfolk's motion to certify  
11 call option buyers and put option sellers as part of the Class. ECF 352.

12 On September 9, 2022, Defendants filed a Motion for Summary Judgment and Motion to  
13 Exclude Expert Testimony. ECF 292, 293. On September 9, 2022, Lead Plaintiff filed an  
14 Omnibus Motion to Exclude Opinion Testimony of Defendants' Proposed Experts. ECF 301. On  
15 June 26, 2023, the Court issued an Order Denying Summary Judgment. ECF 369. On July 17,  
16 2023, the Court issued an Order denying Defendants' Motion to Exclude and granting in part and  
17 denying in part Lead Plaintiff's Motion to Exclude. ECF 384.

18 On February 27, 2024, the Court issued an Amended Pretrial Scheduling Order setting  
19 deadlines for the parties to exchange and submit witness lists, motions *in limine*, proposed jury  
20 instructions, and other pretrial materials, as well as setting a trial date of September 9, 2024. ECF  
21 420.

22 In late 2021, the Parties first engaged the services of the Hon. Layn R. Phillips (Ret.), a  
23 nationally recognized mediator, to facilitate settlement negotiations. On January 31, 2022, the  
24 Parties attended a mediation session with Judge Phillips held remotely via videoconference. The  
25 January 31, 2022 mediation was preceded by the submission of voluminous mediation statements,  
26 including exhibits. The mediation did not result in a settlement.

27 On May 25, 2022, the Parties attended a second mediation session with Judge Phillips, this  
28 time in person. The May 25, 2022, mediation was also preceded by the submission of

1 supplemental mediation statements with additional exhibits and excerpts of deposition testimony  
2 by each of the Parties. Again the Parties did not reach an agreement at that mediation and litigation  
3 continued.

4           Following the May 25, 2022 mediation and concurrent with the ongoing litigation, Judge  
5 Phillips continued to correspond with the Parties to explore the potential for resolution of the case.  
6 On January 10, 2024, the Parties engaged in another in-person mediation session with Judge  
7 Phillips, but again the Parties were unable to reach a settlement. On February 14, 2024, Judge  
8 Phillips issued a mediator's proposal to resolve all claims alleged in the Complaint and on March  
9 1, 2024, the Parties accepted the Mediator's proposal. The agreement to accept the mediator's  
10 proposal included, among other things, the Settling Parties' agreement to settle and release all  
11 claims that were asserted or could have been asserted in the Action in return for a cash payment of  
12 \$490,000,000 to be paid by Apple and/or its insurers on behalf of Defendants, for the benefit of  
13 the Class, subject to the negotiation of the terms of a Stipulation of Settlement and approval by the  
14 Court. This Stipulation (together with the Exhibits hereto) reflects the final and binding agreement  
15 between the Settling Parties.

16 **II. LEAD PLAINTIFF'S CLAIMS AND BENEFITS OF SETTLEMENT**

17           Lead Plaintiff believes that the claims asserted in the Action have merit and that the  
18 evidence developed to date supports the claims asserted. However, Lead Plaintiff and Lead  
19 Counsel recognize and acknowledge the expense and length of continued proceedings necessary  
20 to prosecute the Action through trial (and any possible appeals). Lead Plaintiff and Lead Counsel  
21 also have taken into account the uncertainty and the risk of any litigation, especially in complex  
22 actions such as the Action, as well as the difficulties and delays inherent in such litigation. Lead  
23 Counsel is also mindful of its burden of proof and the possible defenses to the claims alleged in  
24 the Action. Based on their evaluation, Lead Plaintiff and Lead Counsel believe that the Settlement  
25 set forth in this Stipulation confers a substantial benefit upon, and is in the best interests of, the  
26 Class.

1 **III. DEFENDANTS' DENIALS OF LIABILITY**

2 Defendants deny each and all of the claims, contentions, and allegations made by Lead  
3 Plaintiff in the Action. They have expressly denied and continue to deny that they have violated  
4 the federal securities laws or any other laws, or have otherwise misled investors as alleged in the  
5 Action. Defendants have denied and continue to deny the allegations that any of the Defendants  
6 made any material misstatements or omissions, and that any member of the Class has suffered  
7 damages resulting from the conduct alleged in the Action. In addition, Defendants maintain that  
8 they have meritorious defenses to the claims alleged in the Action.

9 Nonetheless, Defendants have concluded that after four years of litigation, further litigation  
10 will be protracted, overly burdensome, expensive, and distracting. Defendants also have taken  
11 into account the uncertainty, risks, and costs inherent in any litigation, especially in complex cases  
12 such as this Action. Defendants have, therefore, determined that it is desirable and beneficial to  
13 them that the Action be fully, finally, and forever resolved, discharged, and settled in the manner  
14 and upon the terms and conditions set forth in this Stipulation.

15 **IV. TERMS OF THE STIPULATION AND AGREEMENT OF SETTLEMENT**

16 NOW THEREFORE, without any concession by Lead Plaintiff that the Action lacks merit,  
17 and without any concession by Defendants of any liability or wrongdoing or truth as to the  
18 allegations of Lead Plaintiff or lack of merit in Defendants' defenses, it is hereby **STIPULATED**  
19 **AND AGREED**, by and among the Parties to this Stipulation, through their respective attorneys,  
20 subject to approval by the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure,  
21 that, in consideration of the benefits flowing to the Parties hereto, all Released Claims (including  
22 Unknown Claims) and all Released Defendants' Claims (including Unknown Claims), as against  
23 all Released Parties, shall be fully, finally, and forever compromised, settled, released, discharged,  
24 and dismissed with prejudice, and without costs (except as provided in the Stipulation), upon and  
25 subject to the following terms and conditions:

26 **1. Definitions**

27 As used in this Stipulation, the following terms shall have the meanings set forth below.  
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1           1.1     “Action” means the civil action captioned *In re Apple Inc. Securities Litigation*,  
2 No. 4:19-cv-02033-YGR, pending in the United States District Court for the Northern District of  
3 California before the Honorable Yvonne Gonzalez Rogers.

4           1.2     “Authorized Claimant” means a Class Member whose claim for recovery from the  
5 Settlement has been allowed pursuant to the terms of the Stipulation.

6           1.3     “Claimant” means a person or entity who or which submits a Proof of Claim to the  
7 Claims Administrator seeking to be eligible to share in the Net Settlement Fund.

8           1.4     “Claims Administrator” means the administrator retained by Lead Counsel, subject  
9 to the approval of the Court, to provide all notices approved by the Court to potential Class  
10 Members and to administer the Settlement. Defendants shall have no involvement in the retention  
11 of any claims administrator (except in connection with the potential retention of an administrator  
12 for purposes of serving notice pursuant to the Class Action Fairness Act, 28 U.S.C. §1715  
13 (“CAFA”).

14           1.5     “Class” or “Class Member” means all Persons that purchased or otherwise acquired  
15 the publicly traded securities of Apple Inc., including purchasers of Apple Inc. call options and  
16 sellers of Apple Inc. put options, during the period from November 2, 2018, through January 2,  
17 2019, inclusive, and who suffered damages by Defendants’ alleged violations of §§10(b) and 20(a)  
18 of the Exchange Act. Excluded from the Class are: (i) Apple and the Individual Defendants;  
19 (ii) members of the families of each Individual Defendant; (iii) officers and directors of Apple;  
20 and (iv) the legal representatives, heirs, successors, or assigns of any such excluded party. Also  
21 excluded from the Class is any Person who timely and validly seeks exclusion from the Class.  
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24           1.6     “Class Period” means the period from November 2, 2018, through January 2, 2019,  
25 inclusive.

26           1.7     “Defendants” means Apple Inc., Timothy D. Cook, and Luca Maestri.  
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1           1.8     “Defendants’ Counsel” means Orrick, Herrington & Sutcliffe LLP and Paul, Weiss,  
2 Rifkind, Wharton & Garrison LLP.

3           1.9     “Effective Date” means the date upon which the Settlement shall have become  
4 effective, as set forth in ¶7.1, below.

5           1.10    “Escrow Account” means the separate escrow account designated and controlled  
6 by Lead Counsel into which the Settlement Amount will be deposited for the benefit of the Class.

7           1.11    “Escrow Agent” means Robbins Geller Rudman & Dowd LLP and its successor(s).

8           1.12    “Fee and Expense Application” means Lead Counsel’s application for an award of  
9 attorneys’ fees and litigation expenses.

10           1.13    “Final” means, with respect to any order of the Court, including, without limitation,  
11 the Judgment, that such order represents a final and binding determination of all issues within its  
12 scope and is not subject to further review on appeal or otherwise. Without limitation, an order  
13 becomes “Final” when: (i) no appeal has been filed and the prescribed time for commencing any  
14 appeal has expired; or (ii) an appeal has been filed and either (a) the appeal has been dismissed  
15 and the prescribed time, if any, for commencing any further appeal has expired, or (b) the order  
16 has been affirmed in all material respects and the prescribed time, if any, for commencing any  
17 further appeal has expired. For purposes of this definition of “Final,” an “appeal” includes any  
18 motion to alter or amend under Rule 52(b) or Rule 59(e) of the Federal Rules of Civil Procedure,  
19 any appeal as of right, discretionary appeal, interlocutory appeal, petition for writ of certiorari, or  
20 other proceeding involving writs of certiorari or other proceeding of like kind. However, any  
21 appeal or proceeding seeking subsequent judicial review pertaining solely to the Plan of  
22 Allocation, or to the Court’s award of attorneys’ fees or expenses, shall not in any way delay or  
23 affect the time set forth above for the Judgment to become Final or otherwise preclude the  
24 Judgment from becoming Final.

1 1.14 “Individual Defendants” means Timothy D. Cook and Luca Maestri.

2 1.15 “Judgment” means the proposed judgment to be entered by the Court approving the  
3 Settlement, substantially in the form incorporated herein as Exhibit B.

4 1.16 “Lead Counsel” means Robbins Geller Rudman & Dowd LLP.

5 1.17 “Lead Plaintiff” means Norfolk County Council as Administering Authority of the  
6 Norfolk Pension Fund.

7 1.18 “Mediator” means the Honorable Layn R. Phillips (Ret.).

8 1.19 “Net Settlement Fund” means the Settlement Fund less: (i) Court-awarded  
9 attorneys’ fees and expenses, including any interest earned thereon; (ii) Notice and Administration  
10 Expenses; (iii) Taxes and Tax Expenses; and (iv) any other fees or expenses approved by the  
11 Court.  
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13 1.20 “Notice” means the Notice of Pendency and Proposed Settlement of Class Action,  
14 which shall be substantially in the form attached hereto as Exhibit A-1.  
15

16 1.21 “Person(s)” means any individual, corporation (including all divisions and  
17 subsidiaries), general or limited partnership, limited liability partnership, domestic partnership,  
18 marital community, association, joint stock company, joint venture, or joint venturer, limited  
19 liability company, professional corporation, estate, legal representative, trust, unincorporated  
20 association, government or any political subdivision or agency thereof, and any other business or  
21 legal entity.  
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23 1.22 “Plaintiffs’ Counsel” means Robbins Geller Rudman & Dowd LLP, VanOverbeke,  
24 Michaud & Timmony, P.C., and Labaton Keller Sucharow LLP.

25 1.23 “Plan of Allocation” means the plan for allocating the Net Settlement Fund as set  
26 forth in the Notice, or such other plan of allocation as the Court may approve.  
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1           1.24   “Preliminary Approval Order” means the proposed Order Preliminarily Approving  
2 Settlement and Providing for Notice, which shall be substantially in the form attached hereto as  
3 Exhibit A.

4           1.25   “Proof of Claim” means the form, which shall be substantially in the form attached  
5 hereto as Exhibit A-2, which a Claimant must complete and submit to the Claims Administrator  
6 in order to be eligible to share in a distribution of the Net Settlement Fund, provided, however,  
7 that such form has received the approval of the Court.  
8

9           1.26   “Related Persons” means each and all of a Defendant’s present and former  
10 subsidiaries, divisions, controlling persons, associates, entities, and affiliates, and each of all of  
11 their respective present and former employees, members, partners, principals, officers, directors,  
12 controlling shareholders, agents, attorneys, advisors (including financial or investment advisors),  
13 accountants, auditors, consultants, underwriters, investment bankers, commercial bankers, entities  
14 providing fairness opinions, general or limited partners or partnerships, limited liability  
15 companies, members, joint ventures, and insurers and reinsurers of each of them; as well as the  
16 predecessors, successors, immediate family members, spouses, heirs, executors, trusts, trustees,  
17 administrators, agents, legal or personal representatives, assigns, and assignees of each of them, in  
18 their capacity as such.  
19

20           1.27   “Released Claims” means any and all claims, demands, losses, rights, and causes  
21 of action of every nature and description, including both known and Unknown Claims (as defined  
22 below), whether arising under federal, state, common, or foreign law, that Lead Plaintiff or any  
23 other member of the Class (i) asserted in any complaint filed in the Action, or could have asserted  
24 or could in the future assert in any court or forum that arise out of any of the allegations,  
25 transactions, facts, matters or occurrences, representations or omissions involved, set forth, or  
26 referred to in any complaint filed in the Action and (ii) that concern in any way, directly or  
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1 indirectly, the purchase, acquisition, holding (by those who purchased or otherwise acquired Apple  
2 securities during the Class Period), sale or disposition of Apple securities during the Class Period.  
3 “Released Claims” does not include claims arising from the enforcement of the Settlement,  
4 derivative claims, or any claims of any Person that submits a request for exclusion from the Class  
5 that is accepted by the Court.  
6

7 1.28 “Released Defendant Parties” means each and all of the Defendants and each and  
8 all of their Related Persons.

9 1.29 “Released Defendants’ Claims” means any and all claims and causes of action of  
10 every nature and description, including both known and Unknown Claims (as defined below),  
11 whether arising under federal, state, common, or foreign law, or any other law, that Defendants  
12 could have asserted against any of the Released Plaintiff Parties (as defined below), including  
13 Plaintiffs’ Counsel and Class Members, that arise out of the institution, prosecution, or settlement  
14 of the claims against Defendants, except for claims arising from the enforcement of the Settlement.  
15

16 1.30 “Released Parties” means the Released Defendant Parties and the Released Plaintiff  
17 Parties.

18 1.31 “Released Plaintiff Parties” means the Lead Plaintiff, each and every Class  
19 Member, Plaintiffs’ Counsel, and each of their respective past or present trustees, officers,  
20 directors, partners, employees, contractors, auditors, principals, agents, attorneys, predecessors,  
21 successors, assigns, insurers, parents, subsidiaries, general or limited partners or partnerships, and  
22 limited liability companies; and the spouses, members of the immediate families, representatives,  
23 and heirs of any Released Plaintiff Party who is an individual, as well as any trust of which any  
24 Released Plaintiff Party is the settlor or which is for the benefit of any of their immediate family  
25 members. Released Plaintiff Parties does not include any Person who timely and validly seeks  
26 exclusion from the Class.  
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1           1.32   “Representative Parties” means Norfolk, Rhode Island, and City of Roseville  
2 Employees’ Retirement System.

3           1.33   “Settlement” means the resolution of the Action in accordance with the terms and  
4 provisions of the Stipulation.

5           1.34   “Settlement Amount” means Four Hundred and Ninety Million U.S. Dollars  
6 (\$490,000,000.00).

7           1.35   “Settlement Fund” means the Settlement Amount and any interest earned thereon.

8           1.36   “Settlement Hearing” means the hearing to be held by the Court to determine  
9 whether (i) the Settlement is fair, reasonable, and adequate and should be approved; (ii) the Plan  
10 of Allocation is fair, reasonable, and adequate and should be approved; and (iii) Lead Counsel’s  
11 request for an award of attorneys’ fees and expenses and an award to the Representative Parties  
12 should be approved.  
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15           1.37   “Settlement Website” means the website developed for the Settlement, from which  
16 copies of the Notice and Proof of Claim can be downloaded.

17           1.38   “Settling Parties” or “Parties” means Lead Plaintiff, on behalf of itself and the  
18 Class, and Defendants.

19           1.39   “Stipulation” means this Stipulation of Settlement.

20           1.40   “Summary Notice” means the Summary Notice of Proposed Settlement of Class  
21 Action, which shall be substantially in the form attached hereto as Exhibit A-3.  
22

23           1.41   “Tax Expenses” means expenses and costs incurred in connection with the  
24 calculation and payment of taxes or the preparation of tax returns and related documents, including,  
25 without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs  
26 relating to filing the returns described in ¶2.9.  
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1           1.42   “Taxes” means all taxes (including any estimated taxes, interest, or penalties)  
2 arising with respect to the income earned by the Settlement Fund as described in ¶2.9.

3           1.43   “Unknown Claims” means any and all Released Claims of every nature and  
4 description against the Released Defendant Parties that Lead Plaintiff or any other Class Member  
5 does not know or suspect to exist in his, her, their, or its favor at the time of the release of the  
6 Released Defendant Parties, and any and all Released Defendants’ Claims of every nature and  
7 description against the Released Plaintiff Parties that any Defendant does not know or suspect to  
8 exist in his, her, their, or its favor at the time of the release of the Released Defendants’ Claims,  
9 and including, without limitation, those that, if known by him, her, them, or it, might have affected  
10 his, her, their, or its decision to enter into this Settlement, execute this Stipulation, and agree to all  
11 the various releases set forth herein, or might have affected his, her, their, or its decision not to  
12 object to this Settlement or not exclude itself, themselves, herself or himself from the Class.  
13 Unknown Claims include, without limitation, those claims in which some or all of the facts  
14 composing the claim may be unsuspected, undisclosed, concealed, or hidden. With respect to any  
15 and all Released Claims and Released Defendants’ Claims, the Released Parties stipulate and agree  
16 that, upon the Effective Date, Lead Plaintiff and Class Members (as regards the Released Claims)  
17 and Defendants (as regards the Released Defendants’ Claims) shall expressly waive and relinquish,  
18 and each Class Member shall be deemed to have and by operation of law and of the Judgment shall  
19 have, expressly waived and relinquished, to the fullest extent permitted by law, any and all  
20 provisions, rights, and benefits conferred by California Civil Code §1542, or any law of any state  
21 or territory of the United States, or principle of common law or of international or foreign law,  
22 which is similar, comparable, or equivalent to Cal. Civ. Code §1542, which provides:  
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26           **A general release does not extend to claims that the creditor or**  
27           **releasing party does not know or suspect to exist in his or her favor at the time**  
28           **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.**

1 The Released Parties may hereafter discover facts in addition to or different from those that he,  
2 she, they, or it now knows or believes to be true with respect to the subject matter of Released  
3 Claims or Released Defendants' Claims, but they stipulate and agree that, upon the Effective Date  
4 of the Settlement, the Released Parties shall expressly waive and by operation of the Judgment  
5 shall have, fully, finally, and forever settled and released, any and all Released Claims or Released  
6 Defendants' Claims, known or unknown, suspected or unsuspected, contingent or non-contingent,  
7 whether or not concealed or hidden, that now exist, or heretofore have existed, upon any theory of  
8 law or equity now existing or coming into existence in the future, including, but not limited to,  
9 conduct that is negligent, intentional, with or without malice, or a breach of fiduciary duty, law or  
10 rule, without regard to the subsequent discovery or existence of such different or additional facts.  
11 The Parties acknowledge, and each of the Class Members shall be deemed by operation of law to  
12 have acknowledged, that the foregoing waiver was separately bargained for and a key element of  
13 the Settlement.

14 **2. The Settlement**

15 **a. The Settlement Fund**

16 2.1 In full settlement of the Released Claims, the Settlement Amount shall be paid as  
17 follows:

18 (a) Apple shall pay \$120,000,000 into the Escrow Account no later than March  
19 14, 2024; and

20 (b) Defendants shall pay or cause to be paid \$370,000,000 into the Escrow  
21 Account within fifteen (15) calendar days after execution of the Preliminary Approval Order.

22 The Settlement Amount, together with any interest and income earned thereon once transferred,  
23 shall constitute the Settlement Fund.

24 2.2 The Individual Defendants shall have no obligation to pay any portion of the  
25 Settlement Amount.

26 2.3 If the entire Settlement Amount is not timely deposited into the Escrow Account,  
27 Lead Plaintiff may terminate the Settlement but only if: (i) Lead Counsel has provided all  
28

1 necessary payment information to Defendants; (ii) Defendants have received from Lead Counsel  
2 written notice of Lead Plaintiff's intention to terminate the Settlement; and (iii) the entire  
3 Settlement Amount is not transferred to the Escrow Account within three (3) business days after  
4 Lead Counsel has provided such written notice.

5           2.4     Apple shall be responsible for the provision of notice pursuant to the CAFA, and  
6 shall bear all costs and expenses of providing such notice.  
7

8                   **b.     The Escrow Agent**

9           2.5     The Escrow Agent shall invest the Settlement Fund deposited pursuant to ¶2.1  
10 hereof in instruments backed by the full faith and credit of the United States Government or an  
11 agency thereof, or in money funds holding only instruments backed by the full faith and credit of  
12 the United States Government or fully insured by the United States government or an agency  
13 thereof, and shall reinvest the proceeds of these instruments as they mature in similar instruments  
14 at their then-current market rates. All costs and risks related to the investment of the Settlement  
15 Fund in accordance with the guidelines set forth in this paragraph shall be borne by the Settlement  
16 Fund.  
17

18           2.6     The Escrow Agent shall not disburse the Settlement Fund except: (a) as provided  
19 in the Stipulation; (b) by an order of the Court; or (c) with the written agreement of counsel for the  
20 Parties.  
21

22           2.7     Subject to further order(s) and/or directions as may be made by the Court, or as  
23 provided in the Stipulation, the Escrow Agent is authorized to execute such transactions as are  
24 provided for under the terms of the Stipulation. The Released Parties shall have no responsibility  
25 for, interest in, or liability whatsoever with respect to, the actions of the Escrow Agent, or any  
26 transaction executed by the Escrow Agent (unless acting as the Escrow Agent).  
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1           2.8     All funds held by the Escrow Agent shall be deemed and considered to be in  
2 *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time  
3 as such funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

4           2.9     Notwithstanding that the Effective Date has not occurred, Lead Counsel may pay  
5 from the Settlement Fund the reasonable costs and expenses actually incurred in connection with  
6 providing notice to the Class, locating Class Members, soliciting claims, assisting with the  
7 submission of claims, processing Proofs of Claim, administering and preparing for distributing the  
8 Net Settlement Fund to Authorized Claimants, and paying escrow fees and costs, if any (“Notice  
9 and Administration Expenses”).

11                   **c.     Taxes**

12           2.10 (a)   The Parties agree to treat the Settlement Fund as being at all times a  
13 “Qualified Settlement Fund” within the meaning of Treasury Regulation §1.468B-1. In addition,  
14 the Escrow Agent shall timely make such elections as necessary or advisable to carry out the  
15 provisions of this ¶2.9, including the “relation-back election” (as defined in Treasury Regulation  
16 §1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with  
17 the procedures and requirements contained in such regulations. It shall be the responsibility of the  
18 Escrow Agent to timely and properly prepare and deliver the necessary documentation for  
19 signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

20  
21           (b)     For the purpose of §468B of the Internal Revenue Code of 1986, as  
22 amended, and the regulations promulgated thereunder, the “administrator” shall be the Escrow  
23 Agent. The Escrow Agent shall timely and properly file all informational and other tax returns  
24 necessary or advisable with respect to the Settlement Fund (including, without limitation, the  
25 returns described in Treasury Regulation §1.468B-2(k)). Such returns (as well as the election  
26 described in ¶2.9(a) hereof) shall be consistent with this ¶2.9 and in all events shall reflect that all  
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1 Taxes (including any estimated Taxes, interest, or penalties) on the income earned by the  
2 Settlement Fund shall be paid out of the Settlement Fund as provided in ¶2.9(c) hereof.

3 (c) All (a) Taxes (including any estimated Taxes, interest, or penalties) arising  
4 with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments  
5 that may be imposed upon the Released Defendant Parties or their counsel with respect to any  
6 income earned by the Settlement Fund for any period during which the Settlement Fund does not  
7 qualify as a “Qualified Settlement Fund” for federal or state income tax purposes, and (b) Tax  
8 Expenses, including expenses and costs incurred in connection with the operation and  
9 implementation of this ¶2.9 (including, without limitation, expenses of tax attorneys and/or  
10 accountants and mailing and distribution costs and expenses relating to filing (or failing to file)  
11 the returns described in this ¶2.9), shall be paid out of the Settlement Fund; in all events the  
12 Released Defendant Parties and their counsel shall have no liability or responsibility for the Taxes  
13 or the Tax Expenses. Further, Taxes and Tax Expenses shall be treated as, and considered to be,  
14 a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out  
15 of the Settlement Fund without prior order from the Court, and the Escrow Agent shall be obligated  
16 (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized  
17 Claimants any funds necessary to pay such amounts, including the establishment of adequate  
18 reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be  
19 withheld under Treasury Regulation §1.468B-2(l)(2)); neither the Released Defendant Parties nor  
20 their counsel are responsible nor shall they have any liability therefor. The Settling Parties hereto  
21 agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to  
22 the extent reasonably necessary to carry out the provisions of this ¶2.9.  
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**d. Termination of Settlement**

2.11 In the event the Settlement is not approved or is terminated, canceled, or fails to become effective for any reason, including, without limitation, in the event the Stipulation is not approved or Judgment is reversed or vacated following any appeal taken therefrom, the Settlement Fund (including accrued interest), less expenses actually incurred or due and owing for Notice and Administration Expenses, Taxes or Tax Expenses pursuant to ¶¶2.8 or 2.9, shall be refunded pursuant to ¶¶6.2 and 7.4 and written instructions from Defendants’ Counsel to any party, parties or insurers that paid the Settlement Amount within seven (7) calendar days from the date of the notice from Defendants’ Counsel pursuant to ¶7.4.

**3. Preliminary Approval Order and Settlement Hearing**

3.1 Not later than March 15, 2024, Lead Counsel shall submit this Stipulation together with its exhibits (the “Exhibits”) to the Court and shall apply for entry of an order (the “Preliminary Approval Order”), requesting, *inter alia*, the preliminary approval of the Settlement set forth in the Stipulation, and approval for the dissemination of the Notice, Proof of Claim, and the Summary Notice, in the forms of Exhibits A-1 through A-3, respectively, attached hereto. The Notice shall contain the general terms of the Settlement set forth in the Stipulation, the proposed Plan of Allocation, the general terms of the Fee and Expense Application, and the date of the Settlement Hearing.

3.2 At the same time that Lead Counsel applies for entry of the Preliminary Approval Order, Lead Counsel shall request that the Court vacate all deadlines in the Action except for proceedings related to the Settlement.

3.3 Lead Counsel shall request that, after notice is given to the Class, the Court hold the Settlement Hearing and approve the Settlement of the Action as set forth herein. At or after

1 the Settlement Hearing, Lead Counsel also shall request that the Court approve the proposed Plan  
2 of Allocation and the Fee and Expense Application.

3 **4. Releases**

4 4.1 Upon the Effective Date, Lead Plaintiff and each of the Class Members (who have  
5 not validly opted out of the Class), on behalf of themselves, and their respective former and present  
6 officers, directors, employees, agents, affiliates, parents, subsidiaries, insurers, reinsurers, heirs,  
7 executors, administrators, predecessors, successors, and assigns in their capacities as such, shall  
8 be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and  
9 forever released, relinquished, waived, and discharged against the Released Defendant Parties  
10 (whether or not such Class Members execute and deliver the Proof of Claim) any and all Released  
11 Claims (including, without limitation, Unknown Claims).  
12

13 4.2 Upon the Effective Date, Lead Plaintiff and each of the Class Members (who have  
14 not validly opted out of the Class), on behalf of themselves, and their respective former and present  
15 officers, directors, employees, agents, affiliates, parents, subsidiaries, insurers, reinsurers, heirs,  
16 executors, administrators, predecessors, successors, and assigns in their capacities as such, shall  
17 be permanently barred and enjoined from the institution, maintenance, prosecution, or enforcement  
18 against any Released Defendant Party, in any state or federal court or arbitral forum, or in the court  
19 of any foreign jurisdiction, of any and all Released Claims (including, without limitation,  
20 Unknown Claims). The Court shall retain exclusive jurisdiction to interpret and enforce the  
21 permanent injunction described in this paragraph.  
22

23 4.3 The Proof of Claim to be executed by Class Members shall release all Released  
24 Claims against the Released Defendant Parties and shall be substantially in the form contained in  
25 Exhibit A-2 incorporated herein; provided, however, that the failure of a Class Member to submit  
26 such Proof of Claim shall have no effect on the provisions of the foregoing ¶¶4.1 and 4.2, inclusive,  
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1 which shall remain in full force and effect as to each of the Class Members (who have not validly  
2 opted out of the Class) irrespective of any lack of submission of a Proof of Claim.

3 4.4 Upon the Effective Date, each of the Released Defendant Parties, on behalf of  
4 themselves, and their respective former and present officers, directors, employees, agents,  
5 affiliates, parents, subsidiaries, insurers, reinsurers, heirs, executors, administrators, predecessors,  
6 successors, and assigns in their capacities as such, shall be deemed to have, and by operation of  
7 the Judgment shall have, fully, finally, and forever released, relinquished, and discharged the  
8 Released Plaintiff Parties, including Plaintiffs' Counsel, from all Released Defendants' Claims  
9 (including, without limitation, Unknown Claims).  
10

11 **5. Administration and Calculation of Claims, Final Awards, and**  
12 **Supervision and Distribution of the Settlement Fund**

13 5.1 The Claims Administrator, subject to such supervision and direction of the Court  
14 as may be necessary or as circumstances may require, shall provide notice of the Settlement to the  
15 Class, shall administer and calculate the claims submitted by Class Members, and shall oversee  
16 distribution of the Net Settlement Fund to Authorized Claimants.  
17

18 5.2 Within five (5) business days after the Court enters the Preliminary Approval Order,  
19 Apple shall provide Lead Counsel or the Claims Administrator, without any charge to Lead  
20 Plaintiff, the Settlement Fund, Lead Counsel, the Claims Administrator, to the extent available to  
21 Apple, record shareholder lists, as appropriate for providing notice to the Class. The Parties shall  
22 determine an appropriate electronic format for provision of this information.

23 5.3 In accordance with the schedule set forth in the Preliminary Approval Order, Lead  
24 Counsel will cause the Summary Notice, substantially in the form of Exhibit A-3 incorporated  
25 herein, to be emailed or mailed where email addresses are not available, by the Claims  
26 Administrator to all shareholders of record, or nominees. The Notice and Proof of Claim,  
27 substantially in the forms of Exhibits A-1 and A-2 incorporated herein, shall also be posted on the  
28

1 Settlement Website. In accordance with the schedule set forth in the Preliminary Approval Order,  
2 the Summary Notice will also be published once in the national edition of *The Wall Street Journal*  
3 and once over a national newswire service. The cost of providing such notice shall be paid out of  
4 the Settlement Fund.

5  
6 5.4 Not later than seven (7) calendar days prior to the Settlement Hearing, Lead  
7 Counsel shall serve on Defendants' Counsel and file with the Court proof, by affidavit or  
8 declaration, of such emailing, mailing, and publication.

9 5.5 The Settlement Fund shall be applied as follows:

10 (a) to pay all Notice and Administration Expenses;  
11 (b) to pay all Taxes and Tax Expenses described in ¶2.9 hereof;  
12 (c) to pay Lead Counsel's attorneys' fees and expenses and any award approved  
13 by the Court to one or more of the Representative Parties pursuant to 15 U.S.C. §78u-4(a)(4) (the  
14 "Fee and Expense Award");  
15

16 (d) after the Effective Date, to distribute the Net Settlement Fund to Authorized  
17 Claimants as allowed by the Stipulation, the Plan of Allocation, or the Court; and

18 (e) upon the Effective Date and thereafter, and in accordance with the terms of  
19 the Stipulation, the Plan of Allocation, or such further approval and further order(s) of the Court  
20 as may be necessary or as circumstances may require, the Net Settlement Fund shall be distributed  
21 to Authorized Claimants, subject to and in accordance with ¶¶5.6-5.9 below.  
22

23 5.6 Each Person claiming to be an Authorized Claimant shall be required to submit to  
24 the Claims Administrator a completed Proof of Claim, substantially in the form of Exhibit A-2  
25 incorporated herein, received by mail or electronically no later than one hundred (100) calendar  
26 days after the Notice Date (as defined in the Preliminary Order), or such other time as may be set  
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1 by the Court (the “Bar Date”), signed under penalty of perjury and supported by such documents  
2 as are specified in the Proof of Claim and as are reasonably available to such Person.<sup>1</sup>

3           5.7 Except as otherwise ordered by the Court, all Class Members who fail to submit a  
4 Proof of Claim by the Bar Date, or such other period as may be ordered by the Court, or who  
5 submit a Proof of Claim that is rejected, shall be forever barred from receiving any payments  
6 pursuant to the Stipulation and the Settlement set forth herein, but will in all other respects be  
7 subject to and bound by the provisions of the Stipulation, the releases contained herein, and the  
8 Judgment. Notwithstanding the foregoing, Lead Counsel shall have the discretion (but not the  
9 obligation) to accept late-submitted claims for processing so long as the distribution of the Net  
10 Settlement Fund to Authorized Claimants is not materially delayed thereby.

11  
12           5.8 Each Proof of Claim shall be submitted to and reviewed by the Claims  
13 Administrator, under the supervision of Lead Counsel, who shall determine, in accordance with  
14 this Stipulation and the approved Plan of Allocation, the extent, if any, to which each claim shall  
15 be allowed, subject to review by the Court pursuant to ¶5.10 below.

16  
17           5.9 Proof of Claim forms that do not meet the submission requirements may be  
18 rejected. Prior to rejecting a Proof of Claim in whole or in part, the Claims Administrator shall  
19 communicate with the Claimant in writing to give the Claimant the chance to remedy any curable  
20 deficiencies in the Proof of Claim submitted. The Claims Administrator, under the supervision of  
21 Lead Counsel, shall notify, in a timely fashion and in writing, all Claimants whose claims the  
22 Claims Administrator proposes to reject in whole or in part for curable deficiencies, setting forth  
23 the reasons therefor, and shall indicate in such notice that the Claimant whose claim is to be  
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25  
26 \_\_\_\_\_  
27 <sup>1</sup> Claims, requests for exclusion, objections and other correspondence that are legibly  
28 postmarked will be treated as received on the postmark date. The documents providing notice  
shall advise Class Members that the U.S. Postal Service may not postmark mail which is not  
presented in person.

1 rejected has the right to a review by the Court if the Claimant so desires and complies with the  
2 requirements of ¶5.10 below.

3           5.10 If any Claimant whose Proof of Claim has been rejected in whole or in part desires  
4 to contest such rejection, the Claimant must, within twenty (20) days after the date of mailing of  
5 the notice required in ¶5.9 above, serve upon the Claims Administrator a notice and statement of  
6 reasons indicating the Claimant's grounds for contesting the rejection along with any supporting  
7 documentation, and requesting a review thereof by the Court. Failure to timely serve this notice,  
8 statement, and documentation shall be deemed a waiver of the ability to further contest any such  
9 rejection. If a non-waived dispute concerning a contested rejected Proof of Claim cannot be  
10 otherwise resolved, Lead Counsel shall thereafter present the Claimant's request for review to the  
11 Court.  
12

13           5.11 The Claims Administrator shall calculate the claims of Authorized Claimants in  
14 accordance with the Plan of Allocation set forth in the Notice and approved by the Court.  
15 Following the Effective Date, the Claims Administrator shall send to each Authorized Claimant  
16 his, her, or its *pro rata* share of the Net Settlement Fund, as long as the Authorized Claimant will  
17 receive at least \$10.00.  
18

19           5.12 Defendants shall not have a reversionary interest in the Net Settlement Fund. If  
20 there is any balance remaining in the Net Settlement Fund after at least six months from the initial  
21 date of distribution of the Net Settlement Fund, Lead Counsel shall, if feasible, reallocate such  
22 balance among Authorized Claimants who negotiated the checks sent to them in the initial  
23 distribution and who would receive at least \$10.00 in an equitable and economical fashion. These  
24 reallocations shall be repeated until the balance remaining in the Net Settlement Fund is *de minimis*  
25 and such remaining balance shall then be donated to the Investor Protection Trust.  
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1           5.13 The Released Defendant Parties shall have no responsibility for, interest in, or  
2 liability whatsoever with respect to the processing, review, determination or calculation of any  
3 claims, the distribution of the Net Settlement Fund, the Plan of Allocation, the payment or  
4 withholding of Taxes, or any losses incurred in connection therewith.

5           5.14 Defendants shall take no position with respect to the Plan of Allocation or any other  
6 such plan as may be approved by the Court.

7           5.15 It is understood and agreed by the Settling Parties that any proposed Plan of  
8 Allocation of the Net Settlement Fund, including, but not limited to, any adjustments to an  
9 Authorized Claimant's claim set forth therein, is not a part of the Stipulation and is to be considered  
10 by the Court separately from the Court's consideration of the fairness, reasonableness, and  
11 adequacy of the Settlement set forth in the Stipulation, and any order or proceeding relating to the  
12 Plan of Allocation shall not operate to terminate or cancel the Stipulation or affect the finality of  
13 the Court's Judgment approving the Stipulation and the Settlement set forth therein, or any other  
14 orders entered pursuant to the Stipulation. Class Members and Defendants shall be bound by the  
15 terms of this Stipulation, irrespective of whether the Court disapproves or modifies the Plan of  
16 Allocation.

17           5.16 No Person shall have any claim against Lead Plaintiff, the Class, Plaintiffs'  
18 Counsel, Released Defendant Parties, Defendants' Counsel, or the Claims Administrator based on  
19 distributions of the Net Settlement Fund made substantially in accordance with the Settlement, the  
20 Stipulation, and the Plan of Allocation, or otherwise as further ordered by the Court.

21           **6. Lead Counsel's Attorneys' Fees and Expenses**

22           6.1 Lead Counsel may submit an application or applications (the "Fee and Expense  
23 Application") for: (a) an award of attorneys' fees; (b) expenses or charges incurred in connection  
24 with prosecuting the Action; plus (c) any interest on such attorneys' fees and expenses at the same

1 rate and for the same periods as earned by the Settlement Fund (until paid) as may be awarded by  
2 the Court. Any and all such fees, expenses, and costs awarded by the Court shall be payable solely  
3 out of the Settlement Fund. An application for fees and expenses may also include an amount to  
4 one or more of the Representative Parties pursuant to 15 U.S.C. §78u-4(a)(4). Defendants shall  
5 take no position on the Fee and Expense Application.  
6

7           6.2     The attorneys' fees and expenses, as awarded by the Court, shall be paid to Lead  
8 Counsel from the Settlement Fund, as ordered, immediately upon entry of the Court's order  
9 awarding such fees and expenses. This provision shall apply notwithstanding timely objection to,  
10 potential for appeal from, or collateral attack on, the Settlement or the award of fees and expenses.  
11 Any such awards shall be paid solely by the Settlement Fund. In the event that the Judgment or  
12 the order awarding such fees and expenses paid to Lead Counsel pursuant to ¶6.1 and this ¶6.2 is  
13 reversed or modified, or if the Settlement is cancelled or terminated for any reason, then Lead  
14 Counsel shall, in an amount consistent with such reversal, modification, termination or  
15 cancellation, refund such fees or expenses to the Settlement Fund pursuant to ¶2.10, plus the  
16 interest earned thereon, within ten (10) business days from receiving notice from Defendants'  
17 Counsel or from a court of competent jurisdiction. Lead Counsel, as a condition of receiving such  
18 fees or expenses on behalf of itself and each partner and/or shareholder of it, agrees that it and its  
19 partners and/or shareholders are subject to the jurisdiction of the Court for the purpose of enforcing  
20 the provisions of this paragraph.  
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22

23           6.3     The procedure for and the allowance or disallowance by the Court of the Fee and  
24 Expense Application, or award to the Representative Parties, with all amounts to be paid out of the  
25 Settlement Fund, are not part of the Settlement set forth in the Stipulation, and any order or  
26 proceeding relating to the Fee and Expense Application, or any appeal from any order relating  
27 thereto or reversal or modification thereof, shall not operate to terminate or cancel the Stipulation,  
28



1 or affect or delay the finality of the Judgment approving the Stipulation and the Settlement of the  
2 Action.

3           6.4 Defendants shall not have any responsibility for any payment of attorneys' fees and  
4 expenses to Lead Counsel or any Class Member's counsel or any amount to Representative Parties,  
5 or any other payment, apart from payment of the Settlement Amount pursuant to ¶2.1. Defendants  
6 shall have no responsibility for, and no liability with respect to, the allocation of any payment of  
7 attorneys' fees or expenses among any counsel or to any other person.  
8

9           **7. Conditions of Settlement, Effect of Disapproval, Cancellation, or**  
10           **Termination**

11           7.1 The Effective Date of the Settlement shall be conditioned on the occurrence of all  
12 of the following events:

13                   (a) execution of the Stipulation and such other documents as may be required  
14 to obtain final Court approval of the Stipulation in a form satisfactory to the Parties;

15                   (b) the Settlement Amount has been deposited into the Escrow Account;

16                   (c) the Court has entered the Preliminary Approval Order, as required by ¶3.1  
17 hereof;

18                   (d) Defendants have not exercised their option to terminate the Stipulation  
19 pursuant to ¶7.3 hereof;

20                   (e) the Court has entered the Judgment that, *inter alia*, dismisses with prejudice  
21 the Action, as to the Lead Plaintiff and other Class Members, and as against each of the Defendants,  
22 as set forth above; and  
23

24                   (f) the Judgment has become Final, as defined in ¶1.13 hereof.  
25

26           7.2 Upon the occurrence of all of the events referenced in ¶7.1 hereof, any and all  
27 remaining interest or right of Defendants in or to the Settlement Fund, if any, shall be absolutely  
28 and forever extinguished. If any of the conditions specified in ¶7.1 hereof is unable to be met at

1 the time the Effective Date would otherwise occur, then the Stipulation shall be canceled and  
2 terminated subject to ¶7.4 hereof unless Lead Counsel and Defendants' Counsel mutually agree in  
3 writing to proceed with the Settlement.

4           7.3 If, prior to the Settlement Hearing, Persons who otherwise would be members of  
5 the Class have timely and validly requested exclusion from the Class in accordance with the  
6 provisions of the Preliminary Approval Order and the Notice given pursuant thereto, and if those  
7 Persons collectively meet the criteria set forth in a separate Supplemental Agreement Regarding  
8 Requests for Exclusion ("Supplemental Agreement") executed between Lead Plaintiff and  
9 Defendants, then Defendants shall have the option to terminate this Stipulation and Settlement in  
10 accordance with the procedures set forth in the Supplemental Agreement. The Supplemental  
11 Agreement will not be filed with the Court unless and until a dispute between Lead Plaintiff and  
12 Defendants concerning its interpretation or application arises.

13  
14  
15           7.4 Unless otherwise ordered by the Court, in the event the Stipulation shall terminate,  
16 or be canceled, or shall not become effective for any reason, within ten (10) business days after  
17 written notification of such event is sent by Defendants' Counsel to the Escrow Agent, the  
18 Settlement Fund (including accrued interest), less expenses which have either been incurred or  
19 disbursed pursuant to ¶¶2.8 or 2.9 hereof, shall be refunded pursuant to written instructions from  
20 Defendants' Counsel to any Party, Parties, or insurers that paid the Settlement Amount. At the  
21 request of Defendants' Counsel, the Escrow Agent or its designee shall apply for any tax refund  
22 owed on the Settlement Fund and pay the proceeds, after deduction of any expenses incurred in  
23 connection with such application(s) for refund, at the written direction of Defendants' Counsel to  
24 any Party, Parties, or insurers that paid the Settlement Amount.

25  
26           7.5 In the event that the Stipulation is not approved by the Court or the Settlement set  
27 forth in the Stipulation is terminated or fails to become effective in accordance with its terms, the  
28

1 Parties shall be restored to their respective positions in the Action as of March 5, 2024. In such  
2 event, the terms and provisions of the Stipulation, with the exception of ¶¶ 1.1-1.43, 2.8-2.10, 7.2,  
3 and 8.3 hereof, shall have no further force and effect with respect to the Settling Parties and shall  
4 not be used in this Action or in any other proceeding for any purpose, and any Judgment or order  
5 entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated,  
6 *nunc pro tunc*, and the Parties shall be deemed to return to their status as of March 5, 2024. No  
7 order of the Court or modification or reversal on appeal of any such order of the Court concerning  
8 the Plan of Allocation or the amount of any attorneys' fees and expenses, interest, or other payment  
9 awarded by the Court to Lead Counsel shall constitute grounds for cancellation or termination of  
10 the Stipulation.  
11

12 **8. Miscellaneous Provisions**

13 8.1 The Parties (a) acknowledge that it is their intent to consummate this Stipulation;  
14 and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms  
15 and conditions of the Stipulation and to exercise their best efforts to accomplish the foregoing  
16 terms and conditions of the Stipulation expeditiously.  
17

18 8.2 The Parties intend this Settlement to be a final and complete resolution of all  
19 disputes between them with respect to the Action. The Settlement shall not be deemed an  
20 admission by any Party or any of the Released Parties as to the merits of any claim or defense.  
21 The Parties and their counsel agree that they shall not assert any claims of any violation of Rule  
22 11 of the Federal Rules of Civil Procedure relating to the institution, prosecution, defense, or  
23 settlement of the Action, and the Judgment shall contain a finding that all Parties and their counsel  
24 complied with the requirements of Rule 11 with respect to the institution, prosecution, defense,  
25 and resolution of the Action. The Parties agree that the amount paid to the Settlement Fund and  
26 the other terms of the Settlement were negotiated in good faith at arm's length by the Settling  
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1 Parties and reflect a settlement that was reached voluntarily after consultation with competent legal  
2 counsel. The Parties reserve their right to rebut, in a manner that such party determines to be  
3 appropriate, any contention made in any public forum regarding the Action, including that the  
4 Action was brought or defended in bad faith or without a reasonable basis or that the claims  
5 asserted were meritorious.

6  
7 8.3 Neither the Stipulation nor the Settlement contained herein, nor any act performed  
8 or document executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or  
9 may be deemed to be or may be used as an admission of, or evidence of, the validity of any  
10 Released Claim, or of any wrongdoing or liability of the Released Defendant Parties; or (b) is or  
11 may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of  
12 any of the Released Defendant Parties; or (c) is or may be deemed to be or may be used as an  
13 admission or evidence that any claims asserted by Lead Plaintiff were not valid or that the amount  
14 recoverable was not greater than the Settlement Amount, in any civil, criminal, or administrative  
15 proceeding in any court, administrative agency, or other tribunal. The Released Defendant Parties  
16 may file the Stipulation and/or the Judgment in any action that may be brought against them in  
17 order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel,  
18 release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion  
19 or issue preclusion or similar defense or counterclaim.

20  
21  
22 8.4 Whether or not the Stipulation is approved by the Court and whether or not the  
23 Stipulation is consummated, or the Effective Date occurs, the Parties and their counsel shall keep  
24 all negotiations, discussions, acts performed, agreements, drafts, documents signed and  
25 proceedings in connection with the Stipulation confidential.

26  
27 8.5 All agreements made and orders entered during the course of the Action relating to  
28 the confidentiality of documents and information shall survive this Stipulation.

1           8.6     All of the Exhibits to the Stipulation are material and integral parts hereof and are  
2 fully incorporated herein by this reference.

3           8.7     The Stipulation may be amended or modified only by a written instrument signed  
4 by or on behalf of all Parties or their respective successors-in-interest.

5           8.8     No waiver of any term or provision of this Stipulation, or of any breach or default  
6 hereof or hereunder, shall be valid or effective unless in writing and signed by or on behalf of all  
7 Parties or their respective successors-in-interest. No waiver of any term or provision of this  
8 Stipulation, or of any breach or default hereof or hereunder, shall be construed as a waiver of the  
9 same or any other term or provision or of any previous or subsequent breach thereof.

10           8.9     The Stipulation and the Exhibits incorporated herein (together with the  
11 Supplemental Agreement referred to in ¶7.3) constitute the entire agreement among the Settling  
12 Parties and no representations, warranties, or inducements have been made to any Party concerning  
13 the Stipulation or its Exhibits other than the representations, warranties, and covenants contained  
14 and memorialized in such documents. Except as otherwise provided herein each Party shall bear  
15 its own costs.

16           8.10    The Settlement is not conditioned upon the settlement or approval of settlement of  
17 any other lawsuits. Nor shall the Settlement be conditional upon the obtaining of any judicial  
18 approval of any releases between or among Defendants and/or any third parties.

19           8.11    This Stipulation shall be construed and interpreted to effectuate the intent of the  
20 Parties, which is to resolve completely those claims and disputes, including in the Action, and as  
21 more fully described herein.

22           8.12    Neither the Class Members nor Defendants shall be bound by the Stipulation if the  
23 Court modifies material terms thereof or of the proposed Judgment; provided, however, that it  
24 shall not be a basis for Class Members to terminate the Settlement if the Court modifies any

1 proposed Plan of Allocation or criteria for allocation of the Net Settlement Fund amongst  
2 Authorized Claimants, or the Plan of Allocation is modified on appeal. Nor shall it be a basis to  
3 terminate the Stipulation if the Court disapproves of or modifies the terms of this Stipulation with  
4 respect to attorneys' fees or expenses or the distribution of the Net Settlement Fund.  
5 Notwithstanding any such modification of the terms or Plan of Allocation or the Stipulation with  
6 respect to attorneys' fees or expenses, Defendants and Defendants' insurers shall be entitled to all  
7 benefits of the Settlement and shall not, under any circumstances, be called upon to contribute  
8 additional funds in addition to the Settlement Fund.  
9

10 8.13 Lead Counsel, on behalf of the Class, is expressly authorized by Lead Plaintiff to  
11 take all appropriate action required or permitted to be taken by the Class pursuant to the Stipulation  
12 to effectuate its terms and also is expressly authorized to enter into any modifications or  
13 amendments to the Stipulation on behalf of the Class which it deems appropriate.  
14

15 8.14 Each counsel or other Person executing the Stipulation or any of its Exhibits on  
16 behalf of any Settling Party hereby warrants that such Person has the full authority to do so.

17 8.15 All notices, requests, demands, claims, and other communications hereunder shall  
18 be in writing and shall be deemed duly given: (i) when delivered personally to the recipient; (ii)  
19 one (1) business day after being sent to the recipient by UPS (charges prepaid); or (iii) five (5)  
20 business days after being mailed to the recipient by certified or registered mail, return receipt  
21 requested and postage prepaid, and addressed to the intended recipient as set forth below:  
22

23 If to Lead Plaintiff or to Lead Counsel:

24 Ellen Gusikoff Stewart  
25 Robbins Geller Rudman & Dowd LLP  
26 655 West Broadway, Suite 1900  
27 San Diego, CA 92101

28 If to Defendants or to Defendants' Counsel:

James N. Kramer  
Orrick, Herrington & Sutcliffe LLP

1                   The Orrick Building  
2                   405 Howard Street  
3                   San Francisco, CA 94105.

4                   Audra J. Soloway  
5                   Paul, Weiss, Rifkind Wharton & Garrison  
6                   LLP  
7                   1285 Avenue of the Americas  
8                   New York, NY 10019

9                   8.16    The Stipulation may be executed in one or more counterparts. All executed  
10                  counterparts and each of them shall be deemed to be one and the same instrument. An electronic  
11                  (i.e. PDF format) copy of the Stipulation as executed shall be deemed an original. A complete set  
12                  of executed counterparts shall be filed with the Court.

13                8.17    The Stipulation shall be binding upon, and inure to the benefit of, the heirs,  
14                  successors, and assigns of the Settling Parties hereto.

15                8.18    The Court shall retain jurisdiction with respect to implementation and enforcement  
16                  of the terms of the Stipulation, and all Settling Parties hereto submit to the jurisdiction of the Court  
17                  for purposes of implementing and enforcing the Settlement embodied in the Stipulation.

18                8.19    If any disputes arise out of the finalization of the Settlement documentation or the  
19                  Settlement itself prior to Lead Plaintiff filing a motion for preliminary approval of the Settlement  
20                  as set forth in ¶3.1 above, those disputes (after good faith attempts at resolution between the  
21                  Parties) will be resolved by the Mediator, first by way of expedited telephonic mediation and, if  
22                  unsuccessful, then by final, binding, non-appealable resolution by the Mediator. The Parties shall  
23                  each bear their own costs and expenses in connection with any mediation proceedings set forth  
24                  herein.

25                8.20    None of the settlement terms or the fact of the settlement will be publicly disclosed  
26                  by Lead Plaintiff or Lead Counsel prior to the filing of a motion for preliminary approval of the  
27                  Settlement as set forth in ¶3.1 above, provided, however, that if the Settlement is publicly disclosed  
28

1 by Defendants prior to the filing of the motion for preliminary approval, Lead Plaintiff and Lead  
2 Counsel reserve the right to address the disclosure and/or comments related thereto.

3 8.21 Pending approval of the Court of the Stipulation and its Exhibits, all proceedings  
4 in this Action shall be stayed, and all members of the Class shall be barred and enjoined from  
5 prosecuting any of the Released Claims against any of the Released Defendant Parties.  
6

7 8.22 This Stipulation and the Exhibits incorporated herein shall be considered to have  
8 been negotiated, executed, and delivered, and to be wholly performed, in the State of California,  
9 and the rights and obligations of the Parties to the Stipulation shall be construed and enforced in  
10 accordance with, and governed by, the internal, substantive laws of the State of California, without  
11 giving effect to that State's choice-of-law principles.

12 8.23 This Stipulation shall not be construed more strictly against one party than another  
13 merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of  
14 the Settling Parties, it being recognized that it is the result of arm's-length negotiations between  
15 the Settling Parties and the Settling Parties have contributed substantially and materially to the  
16 preparation of this Stipulation.  
17

18 IN WITNESS WHEREOF, the Settling Parties have caused this Stipulation to be executed,  
19 by their duly authorized attorneys, on May 21, 2024.

20 ROBBINS GELLER RUDMAN  
21 & DOWD LLP  
22 SHAWN A. WILLIAMS  
23 DANIEL J. PFEFFERBAUM  
24 KENNETH J. BLACK  
25 HADIYA K. DESHMUKH  
26 JACOB G. GELMAN

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SHAWN A. WILLIAMS



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