

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (the “Settlement Agreement”) is made and entered into as of May 5, 2026 (the “Settlement Date”), by and between (a) Apple Inc., a California corporation with offices at 1 Apple Park Way, Cupertino, California 95014, (“Apple”); and (b) by and through Class Counsel (as defined below), Plaintiffs Peter Landsheft, Michael J. Abata, Mark Adams, Jacob Anderson, Lily Biagini, Jared Bukovich, Ryan Bulcher, Kyra Burke, Tyshaun Butler, David Campos, Shaun Carroll, Marc Case, Esther Choi, Jennifer Conway, Russell Crafts, Kaitlyn DiFerdinando, Scott Domek, Skyler Vincent Momone Feldt, Matthew Floyd, Drew Franklin, David Freeman, Clint Gammons, Steven Geisel, Kaitlin Goodman, Michael D. Gotschall, Luke Graves, Christian Hackelman, Lloyd Hagemo, Michael Hopkins, Kristopher Huggins, Mukesh Jethwani, Matthew Karadsheh, Jacob Kicha, Grace Kim, Colton Lipchak, Nyrek Mason, Connor McKee, Olivia Mitton, Hunter Morgan, Michael Murphy, Mariah L. Nelson, Lauren Norman, Henrietta Owusu, William Passmore, David Ramirez, Gary Rasmussen, Susan Rizzio, Margot Robinson, Orlando Roddy, Krystal Rodriguez, Daniel Ruiz, Mary Ryan, Jack Scalfani, Kiana Schlessner, Devon Simmons, Colby Stafford, Frank Gray Stevenson, Jr, Brooklyn Swanson, Christian Varbanovski, Derrick Wallace, John Wells, Lindsey Williams, Michael Wood, Ronald Zemke, Taylor E. Oldfield-Zepeda (“Plaintiffs” or “Named Plaintiffs” or “Class Representatives”), individually and as representatives of the Settlement Class as defined below, (collectively with Apple, the “Parties”) in accordance with the terms and conditions set forth below.

I. DEFINITIONS

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

1. “Apple Counsel” means Apple’s counsel of record in this Lawsuit.
2. “Attorneys’ Fees and Expenses Payment” means the amount of attorneys’ fees and reimbursement of costs and expenses paid to Class Counsel from the QSF as approved by the Court.
3. “Claim Form” means the form for Settlement Class Members to make a claim to a share of the Net Settlement Amount, substantially in the form attached hereto as Exhibit A, subject to such minor modifications as may be agreed by the Parties or directed by the Court.
4. “Claim Period” means the period of time ending 90 calendar days after the Notice Date.
5. “Claimant” means a Settlement Class Member who has made a claim to a share of the Net Settlement Amount.
6. “Class Counsel” means Ryan J. Clarkson of Clarkson Law Firm, P.C., Brian Danitz of Cotchett, Pitre & McCarthy, LLP, and Laurence D. King of Kaplan Fox & Kilsheimer LLP.
7. “Class Period” means the time period from June 10, 2024 to March 29, 2025.

8. “Class Payment” means the amount to be paid to a Claimant who is eligible to receive a share of the Net Settlement Amount under this Settlement Agreement.

9. “Class Representatives” or “Plaintiffs” or “Named Plaintiffs” means Peter Landsheft, Michael J. Abata, Mark Adams, Jacob Anderson, Lily Biagini, Jared Bukovich, Ryan Bulcher, Kyra Burke, Tyshaun Butler, David Campos, Shaun Carroll, Marc Case, Esther Choi, Jennifer Conway, Russell Crafts, Kaitlyn DiFerdinando, Scott Domek, Skyler Vincent Momone Feldt, Matthew Floyd, Drew Franklin, David Freeman, Clint Gammons, Steven Geisel, Kaitlin Goodman, Michael D. Gotschall, Luke Graves, Christian Hackelman, Lloyd Hagemo, Michael Hopkins, Kristopher Huggins, Mukesh Jethwani, Matthew Karadsheh, Jacob Kicha, Grace Kim, Colton Lipchak, Nyrek Mason, Connor McKee, Olivia Mitton, Hunter Morgan, Michael Murphy, Mariah L. Nelson, Lauren Norman, Henrietta Owusu, William Passmore, David Ramirez, Gary Rasmussen, Susan Rizzio, Margot Robinson, Orlando Roddy, Krystal Rodriguez, Daniel Ruiz, Mary Ryan, Jack Scalfani, Kiana Schlessner, Devon Simmons, Colby Stafford, Frank Gray Stevenson, Jr, Brooklyn Swanson, Christian Varbanovski, Derrick Wallace, John Wells, Lindsey Williams, Michael Wood, Ronald Zemke, Taylor E. Oldfield-Zepeda.

10. “Effective Date” means the first day after which all of the following events and conditions of this Settlement 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, and (c) 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. 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; however, there is no obligation to agree to advance the Effective Date. Any order or proceeding relating to the application for an Attorneys’ Fees and Expenses Payment and Service Awards, the pendency of any such application, or any appeal from any such order, shall not operate to terminate or cancel this Settlement Agreement, or affect or delay the finality of any judgment approving the Settlement; however, the Effective Date shall not occur until such order or proceeding, pending application, or appeal is fully and finally adjudicated.

11. “Eligible Devices” means an iPhone 16, iPhone 16e, iPhone 16 Plus, iPhone 16 Pro, iPhone 16 Pro Max, iPhone 15 Pro, or iPhone 15 Pro Max.

12. “Email Notice” means the proposed Email Notice substantially in the form that is attached hereto as Exhibit F, subject to such modifications as may be agreed by the Parties.

13. “Final Approval Hearing” means the hearing at or after which the Court will determine whether to grant final approval of the Settlement. The Final Approval Hearing must occur at least 60 calendar days after the Objection and Exclusion Deadline, or on such date as set by the Court.

14. “Final Approval Order” means the final order to be submitted to the Court in connection with the Final Approval Hearing, substantially in the form attached hereto as Exhibit B, subject to such modifications as may be agreed by the Parties.

15. “Final Judgment” means the judgment finally approving the Settlement and dismissing with prejudice the claims of the Settlement Class Members, substantially in the form attached hereto as Exhibit C, subject to such modifications as may be agreed by the Parties.

16. “Lawsuit” or “Action” shall mean the litigation first filed on March 19, 2025, styled *Landsheft v. Apple Inc.*, Case No. 5:25-cv-02668 (N.D. Cal.), and all cases subsequently consolidated under Docket No. 5:25-cv-02668, including *Hopkins v. Apple Inc.*, No. 5:25-cv-02914; *Martin v. Apple Inc.*, No. 5:25-cv-03205; *Varbanovski v. Apple Inc.*, No. 5:25-cv-03517; *Accardi v. Apple Inc.*, No. 5:25-cv-04160; *Feldt v. Apple Inc.*, No. 5:25-cv-04785; *Robinson v. Apple Inc.*, No. 3:25-cv-04776); and *Norman v. Apple, Inc.*, Case No. 3:25-cv-07985-NW.

17. “Long-Form Class Notice” means the Notice that will be posted on the Settlement Website and mailed to any member of the Settlement Class who requests a hard copy, substantially in the form attached hereto as Exhibit D, subject to such modifications as may be agreed by the Parties.

18. “Net Settlement Amount” means the Total Settlement Amount, reduced by the sum of the following amounts: (1) the costs of Notice and the costs of administering the Settlement (including the payment of any taxes if applicable), as set forth in Section F below; (2) any Attorneys’ Fees and Expenses Payment to Class Counsel awarded by the Court, as set forth in Section B.2 and Section G below; and (3) any Service Award to the Class Representatives awarded by the Court, as set forth in Section G below.

19. “Notice” means the notices distributed to members of the Settlement Class in connection with the Settlement as set forth in Section F below and approved by the Court.

20. “Notice Date” means the date set forth in the Preliminary Approval Order for commencing the transmission of Notice, which shall occur 45 calendar days after entry of the Preliminary Approval Order.

21. “Objection and Exclusion Deadline” means the date by which a Settlement Class Member must submit an Objection to this Settlement Agreement to the Court or an exclusion request to the Settlement Administrator. The Objection and Exclusion Deadline shall be 90 calendar days after the Notice Date.

22. “Per-Device Payment” means the payment for each Eligible Device identified in a timely and valid Claim Form that each Claimant shall receive from the Net Settlement Amount, as described in Section B.4 of this Settlement Agreement.

23. “Plan of Allocation” means the plan for allocating the Net Settlement Amount as described in Section B of this Settlement Agreement.

24. “Postcard Notice” means the proposed Postcard Notice substantially in the form that is attached hereto as Exhibit E, subject to such modifications as may be agreed by the Parties.

25. “Plaintiffs’ Counsel” means the law firms of Clarkson Law Firm, P.C., Cotchett, Pitre & McCarthy LLP, Kaplan Fox & Kilsheimer LLP, Chemicles Schwartz Kriner & Donaldson-Smith LLP, Janove PLLC, Miller Shah LLP, Malk & Pogo Law Group, LLP, and Pomerantz LLP.

26. “Preliminary Approval Order” means the order preliminarily approving the Settlement and providing for Notice to the Settlement Class, substantially in the form attached hereto as Exhibit G, subject to such modifications as may be agreed by the Parties.

27. “Qualified Settlement Fund” or “QSF” means the non-reversionary qualified settlement fund to be created and managed by the Settlement Administrator for the purpose of receiving the Total Settlement Amount with any interest earned accruing to the benefit of the Class, and distributed as ordered by the Court.

28. “Service Award” means the award sought by each Class Representative in consideration for their service during the course of the Lawsuit, subject to approval of the Court.

29. “Settlement” or “Settlement Agreement” means this agreement and the settlement and release described herein.

30. “Settlement Administrator” means Verita Global, LLC, an independent settlement administrator, subject to approval of the Court.

31. “Settlement Class” means all purchasers of the Eligible Devices (iPhone 16, iPhone 16e, iPhone 16 Plus, iPhone 16 Pro, iPhone 16 Pro Max, iPhone 15 Pro, or iPhone 15 Pro Max) who reside in the United States and purchased an Eligible Device in the United States for purposes other than resale, during the Class Period. 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. Also excluded from the Settlement Class are all judicial officers assigned to this case as well as their staff and immediate family members.

32. “Settlement Class Member” means every member of the Settlement Class who does not validly and timely request exclusion from the Settlement Class.

33. “Settlement Date” means the date that this Settlement Agreement becomes fully executed.

34. “Total Settlement Amount” means two-hundred fifty million U.S. dollars and zero cents (\$250,000,000.00). The Total Settlement Amount represents the total extent of Apple’s monetary obligations under this Settlement Agreement, and includes the Class Payment, as set forth in Section B below; the costs of Notice and the costs of administering the Settlement, as set forth in Section F below; any Attorneys’ Fees and Expenses Payment to Class Counsel awarded by the Court, and any Service Awards to the Class Representatives awarded by the Court, as set forth in Section G below; and any further distributions as set forth in Section B.4 below.

35. “Undertaking Regarding Attorneys’ Fees and Expenses” means a binding affirmative obligation voluntarily assumed by Class Counsel to repay all or a portion of Attorneys’ Fees and Expenses previously awarded, in the event that such award is subsequently modified or reduced by the Court, as set forth in the form attached hereto as Exhibit H.

II. RECITALS

This Settlement Agreement is made for the following purposes and with reference to the following facts:

WHEREAS, a putative class action complaint was filed against Apple on March 19, 2025, in *Landsheft v. Apple Inc.*, Case No. 5:25-cv-02668 (N.D. Cal.), asserting claims for violations of the California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); California False Advertising Law (Cal. Bus. & Prof. Code §§ 17500, *et seq.*); California Consumers Legal Remedies Act (Cal. Civ. Code §§ 1750, *et seq.*); and common law claims for fraud, negligent misrepresentation, breach of contract, breach of implied warranty of merchantability, and quasi-contract/unjust enrichment.

WHEREAS, after the filing of *Landsheft*, seven other similar cases were filed in or transferred to the U.S. District Court for the Northern District of California and subsequently consolidated with *Landsheft*. See *Hopkins v. Apple Inc.*, No. 5:25-cv-02914; *Martin v. Apple Inc.*, No. 5:25-cv-03205; *Varbanovski v. Apple Inc.*, No. 5:25-cv-03517; *Accardi v. Apple Inc.*, No. 5:25-cv-04160; *Feldt v. Apple Inc.*, No. 5:25-cv-04785; *Robinson v. Apple Inc.*, No. 3:25-cv-04776; *Norman v. Apple, Inc.*, Case No. 3:25-cv-07985-NW. Ryan J. Clarkson of Clarkson Law Firm, P.C., Brian Danitz of Cotchett, Pitre & McCarthy, LLP, and Laurence D. King of Kaplan Fox & Kilsheimer LLP, were appointed Interim Co-Lead Counsel of the consolidated cases.

WHEREAS, on July 21, 2025, Plaintiffs filed a Consolidated Amended Class Action Complaint asserting claims for violations of the California Consumers Legal Remedies Act (Cal. Civ. Code §§ 1750, *et seq.*); California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); California False Advertising Law (Cal. Bus. & Prof. Code §§ 17500, *et seq.*); California Song-Beverly Consumer Warranty Act (Cal. Civ. Code §§ 1790, *et seq.*); violations of the consumer protection statutes of Alabama, Alaska, Arizona, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Iowa, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Texas, Utah, Virginia, Washington, West Virginia, and Wisconsin; and common law claims for fraud, negligent misrepresentation, breach of contract, breach of implied warranty of merchantability, breach of express warranty of merchantability, and unjust enrichment.

WHEREAS, on September 25, 2025, Apple moved to dismiss the Consolidated Amended Class Action Complaint in its entirety, including for failure to allege reliance on any alleged misstatement by Apple, lack of equitable jurisdiction over Plaintiffs' claims for equitable relief, and failure to allege the elements of Plaintiffs' other statutory and common-law causes of action (Dkt. No. 47); Plaintiffs filed their Opposition to the motion on November 6, 2025 (Dkt. No. 60); and Apple filed its Reply on December 3, 2025 (Dkt. No. 64).

WHEREAS, on or before the date on which Plaintiffs file their motion for Preliminary Approval, the Parties agree to file a stipulation and proposed order to grant Plaintiffs leave to amend and file a Second Consolidated Amended Class Action Complaint seeking to represent a nationwide class of “[a]ll purchasers of iPhone 16, iPhone 16e, iPhone 16 Plus, iPhone 16 Pro, iPhone 16 Pro Max, iPhone 15 Pro, or iPhone 15 Pro Max (collectively, “Eligible Devices”) who

reside in the United States and purchased an Eligible Device in the United States for purposes other than resale from June 10, 2024, to March 29, 2025.”

WHEREAS, the Parties have investigated the facts and analyzed the relevant legal issues regarding the claims and defenses asserted in this Lawsuit, including through a motion to dismiss and discovery confirming, among other things, the existence, development, and marketing of the Apple Intelligence features at issue.

WHEREAS, no litigation class has been certified in the Lawsuit.

WHEREAS, the Parties mediated before the Honorable Layn R. Phillips (Ret.) on October 24, 2025, December 8, 2025, and March 23, 2026, and continued to negotiate the terms of this Settlement during the ensuing months with the mediator’s assistance.

WHEREAS, Plaintiffs and the Settlement Class are represented by Ryan J. Clarkson of Clarkson Law Firm, P.C., Brian Danitz of Cotchett, Pitre & McCarthy, LLP, and Laurence D. King of Kaplan Fox & Kilsheimer LLP.

WHEREAS, Apple has at all times denied and continues to deny any and all alleged wrongdoing and liability, specifically denies each of Plaintiffs’ contentions and claims, and continues to deny that Plaintiffs’ claims and allegations would be suitable for class action status. This Agreement shall not be construed in any fashion as an admission of liability or wrongdoing by Apple.

WHEREAS, Apple has delivered more than 20 Apple Intelligence features and anticipates delivering additional Siri Apple Intelligence features in future software updates at no additional cost.

WHEREAS, Class Counsel and the Named Plaintiffs believe that the claims asserted in the Lawsuit have merit, have undertaken discovery to evaluate the strengths and weaknesses of the case, and have examined and considered the benefits to be obtained under this Settlement, the risks associated with the continued prosecution of this complex and potentially 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 Settlement Class.

WHEREAS, to avoid further costs of litigation, and without admitting liability, Apple and Plaintiffs, individually and as representatives of the Settlement Class as defined above, now wish to settle the Lawsuit in its entirety as to the Plaintiffs, Settlement Class Members, and Apple with respect to all claims arising out of or relating to the claims made in this Lawsuit. The Parties intend this Settlement Agreement to bind Plaintiffs (both as the Class Representatives and individually), Apple, Apple Counsel, Class Counsel, and Settlement Class Members.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

III. TERMS

A. Confidentiality

1. The Parties, Class Counsel, and Apple Counsel agree that until this Settlement Agreement is submitted to the Court as part of Class Counsel's motion for entry of Preliminary Approval Order, the terms of this Settlement Agreement and all associated documents and communications, including the details of the negotiations leading to the execution of the Settlement Agreement and all submissions and arguments related to the mediation proceedings, shall not be disclosed by the Parties, Class Counsel, and Apple Counsel other than as necessary to finalize and obtain approval of the Settlement and Notice. Upon publication of the Settlement Agreement by submission to the Court, the nondisclosure obligations set forth in this paragraph will no longer apply to the four corners of the as-filed Settlement Agreement itself (including exhibits thereto), but such obligations will continue to apply to mediation privileged documents and settlement communications. Nothing in this Paragraph shall prohibit the Parties from making general disclosures as necessary to comply with securities laws or other obligations, including to other parties or professionals involved in this Lawsuit, as well as in its public filings.

2. The parties and their counsel may make affirmative public statements regarding the Action and the Settlement, provided such statements are truthful, accurate, and non-defamatory, and do not disclose mediation privileged documents or settlement communications. It is understood that any comments shall be neutral to communicate that the lawsuit has been amicably resolved on a mutually satisfactory basis. Comments shall not include inflammatory language or be directed at either the parties or counsel. There may be no suggestion that the settlement amounts to an admission of liability or any impression given that there had been any determination as to Apple's course of conduct or that anything had been proven as to Apple's course of conduct. Nothing in these statements can be said to indicate Apple violated the law. Plaintiffs may describe the alleged course of conduct at issue here but when doing so must make clear that any comments about Apple's course of conduct are allegations, not statements of fact.

B. Consideration for Settlement and Class Payment

1. Monetary payment. Subject to the terms of this Settlement Agreement, Apple's total financial commitment under this Settlement Agreement is the Total Settlement Amount of \$250,000,000.00. Apple shall have no other financial obligations under this Settlement Agreement.

2. Funding of Qualified Settlement Fund.

- a. Initial Payment. Within thirty (30) calendar days after entry of the Preliminary Approval Order, Apple shall transfer to a non-reversionary qualified settlement fund ("QSF") \$5,444,056 subject to the Settlement Administrator providing all information necessary to effectuate such transmission, including adequate payment instructions consisting of wire transfer instructions or instructions for payment by check, and completed Form W-9s (including addresses and tax identification numbers) by the date of the Court's order.

- b. Attorneys' Fees and Expenses Payments. Notwithstanding any appeals or any other proceedings which may delay the Effective Date of the Settlement, and without regard to whether the Effective Date has occurred, unless otherwise ordered by the Court, within thirty (30) calendar days after entry of the Court's final order approving any Attorneys' Fees and Expenses Payment, Apple shall transfer an amount sufficient to the QSF to fund any awarded Attorneys' Fees and Expenses Payment, subject to Class Counsel executing the Undertaking Regarding Attorneys' Fees and Expenses (Exhibit H), and providing all information necessary to effectuate such transmission, including adequate payment instructions consisting of wire transfer instructions or instructions for payment by check, and completed Form W-9s (including addresses and tax identification numbers) no later than two (2) business days after entry of the Court's order.

Notwithstanding any appeals or any other proceedings which may delay the Effective Date of the Settlement, unless otherwise ordered by the Court, the Settlement Administrator will pay Class Counsel any Court-approved Attorneys' Fees and Expenses Payment from the QSF no later than two (2) business days after Apple's transfer of the Court-approved Attorneys' Fees and Expenses Payment to the QSF, subject to the terms of this Settlement Agreement and any subsequent orders by the Court.

Consistent with the Court's standing order, Class Counsel intend to request that the Court hold back ten percent (10%) of their fee until the case is closed, two business days after which the withheld portion of the fee shall be transferred to Class Counsel from the QSF.

- c. If the Settlement does not become final for any reason, the balance of the QSF, including any interest accrued, less monies expended toward Settlement administration, shall be returned to Apple within thirty (30) calendar days.
- d. Remaining Balance. Within thirty (30) calendar days after the Effective Date, or, in the event that an appeal is filed and pending, then within one (1) year from the entry of final approval order, whichever is earlier, Apple shall transfer the remainder of the Total Settlement Amount—\$250,000,000.00 less the sums Apple has already transferred pursuant to Sections B.2.a and B.2.b—to the extent it has not yet been funded, to the QSF. The Settlement Administrator will manage distribution of the Settlement Amount and all applicable payments, including but not limited to costs, attorneys' fees, and service awards, consistent with the terms of this Settlement Agreement. Any taxes owed by the Settlement Fund will be paid by the Settlement Administrator out of the QSF. All interest earned on funds held in the QSF shall accrue to the benefit of the Settlement Class, (including, for the avoidance of doubt, any interest earned on the portion awarded as Class Counsel's fees and held back consistent with the Court's standing order and Section B.2.b above), subject to Section C.5 below.

3. The Total Settlement Amount shall be applied to all of the following:
 - a. To pay the costs of Notice and the costs of administering the Settlement and any taxes owed by the Settlement Fund, as set forth in Section F below;
 - b. To pay any approved Attorneys' Fees and Expenses Payment to Class Counsel and any Service Awards to the Class Representatives, as set forth in Section B.2 above and Section G below;
 - c. To distribute the Net Settlement Amount to Settlement Class Members as set forth in Sections B.4–B.7 below.

4. Plan of Allocation. The Net Settlement Amount will be distributed according to the following Plan of Allocation, subject to Court approval. The Net Settlement Amount shall be allocated to Claimants who submit valid Claim Forms during the Claim Period establishing that they purchased an Eligible Device in the United States during the Class Period (between June 10, 2024, and March 29, 2025).

- a. In consideration of the releases and dismissals set forth in this Settlement Agreement, subject to Court approval, and subject to the other terms and conditions of this Settlement Agreement, Claimants who personally submit timely and valid Claim Forms shall receive the Per-Device Payment, a presumptive payment from the Net Settlement Amount of \$25 per Eligible Device. The actual Per-Device Payment may differ, depending on whether the aggregate value of valid Claims submitted is more or less than the Net Settlement Amount. Settlement Class Members will be given the option of providing information to the Settlement Administrator to receive payment by physical check or digital payment.
- b. In the event that the aggregate value of valid Claims submitted is more than the Net Settlement Amount, then the Per-Device Payment for each Eligible Device shall be reduced on a pro rata basis. In the event that the aggregate value of valid Claims submitted is less than the Net Settlement Amount, then the Per-Device Payment for each Eligible Device will be increased on a pro rata basis up to a per-device cap of ninety-five dollars (\$95). If any funds remain of the Total Settlement Amount after the per-device cap is reached, then the Parties shall confer on the distribution of the remaining amount. If distribution to the Class Members is not practical, then the remaining funds will be delivered to a *cy pres* recipient to be agreed upon by the Parties and approved by the Court. If the Parties cannot agree on a proposal for *cy pres* distribution, then the Parties shall present their competing proposals to the Court as part of the briefing on Final Approval. In no event shall any residual funds revert to Apple.

5. Claim Form. Unless otherwise ordered by the Court, the Claim Form will not require a certification under the penalty of perjury, but will require that the Claimant confirm the following:

- a. The Claimant purchased their Eligible Device in the United States between June 10, 2024 and March 29, 2025;
- b. Information sufficient to confirm the Claimant's purchase of the Eligible Device, such as serial number, Apple Account ID, or phone number associated with the Eligible Device; and
- c. At the time of purchase, the Claimant expected to receive a Siri Apple Intelligence feature and did not receive it.

6. Claim Validation. The Settlement Administrator will review all claims to determine their validity and eligibility under this Section. The Settlement Administrator will reject any claim that does not materially comply with the instructions on the Claim Form; is not submitted by a Settlement Class Member (including, in the case of a Settlement Class Member that is an entity, an authorized representative employed by the entity), and will reject any claim that is duplicative or fraudulent. The Settlement Administrator will confer with Class Counsel on any claims that may be deficient and curable.

7. Claims Review and Dispute Resolution. No later than ten (10) calendar days after the completion of the Claim Period, the Settlement Administrator shall provide access to Class Counsel and Apple Counsel with reporting of claims, including a synopsis of the claims that were submitted, the Settlement Administrator's determination of validity and eligibility for each claim, and the reasoning for any rejected claims. Class Counsel and Apple Counsel shall have ten (10) calendar days after the Settlement Administrator provides the reporting of claims to meet and confer in good faith regarding any concerns with the Settlement Administrator's determination with respect to any of the submitted claims and to reach resolution of any disputed claims. Approval of a claim shall not be withheld without good cause. If Class Counsel and Apple Counsel cannot agree on a resolution of any such disputed claim, then the disputed claim shall be presented to the Court as part of the briefing on Final Approval.

8. Timing of Distribution. For those Settlement Class Members who submitted a valid claim during the Claim Period, their payment shall be transmitted to each Settlement Class Member within sixty (60) calendar days after the Effective Date or as soon as practicable thereafter. Settlement Class Members who fail to submit a claim during the Claim Period will nonetheless be bound by the Settlement Agreement, including the releases set forth in Section H, unless they elect to exclude themselves through the procedure set forth in Section E.

9. Uncashed Checks Follow Up. To the extent economically feasible, the Settlement Administrator shall follow up and communicate with Settlement Class Members who have not cashed their checks within sixty (60) calendar days of the payment being provided.

10. Deadline to Cash Checks. Depositing a settlement check (paper or electronic) is a condition precedent to any Settlement Class Member's right to receive monetary settlement benefits. All settlement checks shall be void one hundred and twenty (120) calendar days after issuance, and shall bear the language substantially similar to: "This check must be cashed within one hundred and twenty (120) calendar days, after which time it is void." If a check becomes void, the Settlement Class Member shall have an additional thirty (30) calendar days to request a re-

issuance of their check. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent for recovery of settlement benefits, and forfeited their right to receive monetary relief. The Settlement Administrator is not obligated to reissue checks more than one hundred and sixty (160) calendar days after the Class Payment is distributed pursuant to Sections B.4–B.7 above. Under no circumstances will Settlement funds revert to Apple.

C. Obtaining Court Approval of the Agreement

1. Settlement Class. Solely for the purposes of Settlement and the proceedings contemplated herein, the Parties stipulate and agree that Plaintiffs will (1) file an amended consolidated class action complaint solely for purposes of amending the class definition consistent with the Settlement Class defined herein, and (2) seek certification of the Settlement Class and appointment of Class Counsel. The amendment of the consolidated class action complaint and certification of the Settlement Class shall be binding only with respect to the Settlement set forth in the Settlement Agreement and cannot be used for any purpose other than to obtain Court approval of this settlement.

2. Amended Complaint. Class Counsel will draft the stipulation to amend the Consolidated Amended Class Action Complaint and supporting papers and will provide those drafts to Apple Counsel of record in the Lawsuit at least five (5) business days before filing.

3. CAFA Notice. Upon filing of the motion requesting issuance of the Preliminary Approval Order, Apple will provide timely notice of such motion as required by the Class Action Fairness Act, 28 U.S.C. § 1711 *et seq.* (“CAFA”). Apple will be solely responsible for the cost of the CAFA notice.

4. Motion for Final Approval. In accordance with the schedule set in the Preliminary Approval Order, Class Counsel will draft the motion requesting final approval of the Settlement, the Proposed Final Approval Order, and the Proposed Final Judgment.

5. Procedure Following Non-Approval. In the event that the Settlement Agreement is not approved, or in the event its approval is conditioned on any modifications that are not acceptable to the Parties, then the Parties shall promptly and in good faith meet and confer to address the Court’s concerns and to explore reasonable modifications or clarifications intended to facilitate approval, consistent with the Court’s guidance. If, after good faith efforts and exhaustion of all reasonably available avenues, the Parties are ultimately unable to secure final approval of the Settlement Agreement, then: (a) this Settlement Agreement shall be null and void and of no force and effect, (b) any payments of the Total Settlement Amount and any and all interest earned thereon, less monies expended toward settlement administration, shall be returned to Apple within thirty (30) calendar days from the date the Settlement Agreement becomes null and void, and (c) any release contemplated by the Settlement Agreement shall be of no force or effect. In such event, the Lawsuit will revert to the status that existed before the Settlement Agreement’s execution date, the Parties shall each be returned to their respective procedural postures so that the Parties may take such litigation steps that they otherwise would have been able to take absent the pendency of this Settlement, and neither the Settlement Agreement nor any facts concerning its negotiation,

discussion, terms, or documentation shall be admissible in evidence for any purpose in this Lawsuit or in any other litigation, except as may be necessary to enforce the terms of this provision.

D. Objections

1. Right to Object. Any Settlement Class Member who has not submitted a timely written request for exclusion and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, or to the requested attorneys' fees and expenses or service awards, must comply with the following requirements.

2. Procedural Requirements. Any objections from Settlement Class Members regarding the proposed Settlement Agreement, proposed Plan of Allocation, Attorneys' Fees and Expense Payment, or Service Awards must be submitted in writing to the Court. Objections may be submitted on an individual basis only. No member of the Settlement Class (or any other person or entity) may object to the Settlement for anyone else. Group objections, including "mass" or "class" objections, are prohibited. If a Settlement Class Member does not submit a timely written objection, the Settlement Class Member will not be able to participate in the Final Approval Hearing.

3. Deadline. Objections must be submitted by the Objection and Exclusion Deadline.

a. If submitted through ECF, objections must be submitted on or before 5:00 p.m. Pacific Time.

b. If submitted by U.S. mail, 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 will be the exclusive means used to determine whether an objection and/or intention to appear has been timely submitted.

4. Mandatory Content. All objections must be in writing and must:

- a. Include the full name, address, telephone number, and email address of the objector and any counsel representing the objector;
- b. Clearly identify the case name and number: *Landsheft, et al. v. Apple Inc.*, Case No. 5:25-cv-02668 (N.D. Cal.);
- c. Include information sufficient to verify that the objector is a Settlement Class Member;
- d. Include a detailed statement of the grounds and evidence upon which the objection is based;
- e. State whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
- f. Include a list of all cases in which the objector or his or her counsel has filed an objection within the past five years; and

g. Be personally signed and dated by the objector.

5. Failure to Timely Object. Settlement Class Members who fail to submit timely written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Agreement and the proposed Settlement by appearing at the Final Approval Hearing, or through appeal, collateral attack, or otherwise.

6. Appearance at Final Approval Hearing. Any objector who timely submits an objection has the option to appear and request to be heard at the Final Approval Hearing, either in person or through the objector's counsel. Any objector wishing to appear and be heard at the Final Approval Hearing must include a Notice of Intention to Appear in the body of the objector's objection. If an objector makes an objection through an attorney, the objector shall be solely responsible for the objector's attorneys' fees and expenses. Counsel for any objector seeking to appear at the Final Approval Hearing must enter a Notice of Appearance no later than fourteen (14) calendar days before that hearing.

7. No Solicitation to Object. At no time shall any of the Parties or their counsel (inclusive of Plaintiffs' Counsel) seek to solicit or otherwise encourage Settlement Class Members to submit written objections to the Settlement or encourage an appeal from the Court's Final Approval Order.

8. Objector May Submit Claim. A Settlement Class Member who objects to the Settlement may also submit a claim, which shall be processed in the same manner as all other claims.

9. Responses to Objections. The Class Representatives, Class Counsel, and/or Apple may file responses to any timely written objections no later than seven (7) calendar days prior to the Final Approval Hearing.

E. Exclusions

1. Requests for Exclusion. The Email Notice, Postcard Notice, and Long-Form Class Notice will advise all members of the Settlement Class of their right to exclude themselves from the Settlement. This Settlement Agreement will not bind members of the Settlement Class who timely exclude themselves from the Settlement. Requests for exclusion may be made on an individual basis only. No member of the Settlement Class (or any other person) may request exclusion from the Settlement Class for anyone but himself, herself, or themselves, unless the Settlement Class member is a minor or entity, in which case an authorized representative may request exclusion only on behalf of the minor or entity he or she represents. Group opt outs, including "mass" or "class" opt outs, are prohibited.

2. Exclusion Process. To request to be excluded from the Settlement, a member of the Settlement Class must timely, personally submit an individual written request for exclusion. The request for exclusion may be sent by U.S. mail to the Settlement Administrator, which will be responsible for receiving and processing requests for exclusion. The request for exclusion must include the Settlement Class Member's name, address, and telephone number, be personally signed and dated by the Settlement Class Member who is requesting exclusion, and contain a clear request that the Settlement Class Member would like to "opt out" or be excluded, by use of those or other

words clearly indicating a desire not to participate in the Settlement. In the case of a Settlement Class Member that is an entity, the request for exclusion must be made by an authorized representative who is employed by the entity.

3. Deadline. To be excluded from the Settlement, the request for exclusion must be postmarked by the Objection and Exclusion Deadline.

4. Effect of Exclusion. Any Settlement Class Member who validly and timely requests exclusion from the Settlement shall not be a Settlement Class Member; shall not be bound by the Agreement; shall not be eligible to apply for or receive any benefit under the terms of the Agreement; and shall not be entitled to submit an objection to the Settlement. If a Settlement Class Member submits both a Claim Form and a timely exclusion request, the exclusion shall take precedence and be considered valid and binding unless it is withdrawn.

5. Exclusion List. No later than seven (7) calendar days after the Objection and Exclusion Deadline, the Settlement Administrator will provide Class Counsel and Apple Counsel with the number of Settlement Class Members who have timely and validly excluded themselves from the Settlement. If the number of Settlement Class members who submit timely, valid exclusions exceeds the threshold agreed to by the Parties and confidentially submitted to the Court in camera, then Apple, in its sole discretion, may elect to reject this Settlement by giving written notice under Section J.10 below no later than twenty (20) calendar days after the Objection and Exclusion Deadline, in which case the entire Agreement shall be null and void, and the Parties shall be returned to their pre-settlement litigation posture. Absent timely, unambiguous, written notice hereunder, Apple shall proceed with the Settlement.

F. Notice and Settlement Administration

1. Settlement Administrator. Notice and Settlement administration will be performed by Verita Global, LLC, subject to approval by the Court. Fees for the notice and settlement administration will be paid from the Total Settlement Amount. The Parties shall not be responsible for any further costs.

2. Settlement Administrator Duties. The Settlement Administrator shall perform the duties, tasks, and responsibilities associated with providing Notice and administering the Settlement, including the following: (a) working with the Parties to develop a plan for Notice; (b) preparing and disseminating Notice to the Settlement Class substantially in the forms attached hereto as Exhibits D–F; (c) maintaining the Settlement website; (d) communicating with Settlement Class Members for the purpose of administering and processing their claims, including keeping track of requests for exclusion and objections to the Settlement, including maintaining the original envelope in which they were mailed (or an electronic copy thereof); (e) delivering to Apple Counsel and Class Counsel copies of any requests for exclusion, objections, or, upon request of Apple Counsel or Class Counsel, other written or electronic communications from the Settlement Class; (f) determining the validity of claims and making distributions to Settlement Class Members, and implementing robust fraud prevention protocols; (g) performing any tax reporting duties for the QSF required by this Agreement and federal, state, or local law; (h) maintaining adequate records of all its activities, including the dates of transmission of Notice, Long-Form Class Notice, Email Notice, Postcard Notice, returned mail, and other communications and

attempted written or electronic communications with the Settlement Class; (i) advising on whether supplemental notice is necessary; (j) confirming in writing its completion of the administration of the Settlement; and (k) such other tasks as Apple Counsel and Class Counsel mutually agree. Upon reasonable request of Class Members, where economically feasible, Settlement Administrator will mail a claim form (or other settlement documents) and a stamped, self-addressed envelope for return of a completed Claim Form.

3. Class Member Information. Within five (5) business days of the entry of the Preliminary Approval Order, Apple will provide by secure means to the Settlement Administrator (but not to Class Counsel) the Class list, with their available and most current contact information, and any other necessary information. The Settlement Administrator will administer the Notice described herein and in accordance with the Preliminary Approval Order. The Settlement Administrator will keep identities and contact information of members of the Settlement Class strictly confidential, using them only for purposes of administering this Settlement.

4. Address Updating. Prior to dissemination of Notice, the Settlement Administrator shall perform commercially reasonable address standardization and updating, which includes processing through the United States Postal Service National Change of Address database and/or other comparable address updating services designed to improve deliverability. The Settlement Administrator may also conduct commercially reasonable data updating, verification, enrichment, and skip-tracing services to maximize the reach of Settlement Notice and participation in the Settlement. All contact information obtained or verified through data enrichment or from Apple's records shall be used solely for purposes of Settlement Notice, Settlement Administration, claim validation, distribution of Class Payment, and other activities directly related to Settlement administration. Class contact information shall not be used for advertising, marketing, profiling or other purposes unrelated to this Settlement.

5. The Settlement Administrator shall provide Notice to the Settlement Class as follows:

a. Email Notice. After conducting data enrichment, the Settlement Administrator shall commence e-mailing the Email Notice on the Settlement Notice Date, and ensure that the initial Email Notice is substantially complete within three weeks following commencement. Email Notice shall be sent in multiple waves, including an initial email and two or more reminder emails, as reasonably necessary to maximize deliverability and receipt. The Settlement Administrator shall implement commercially reasonable bounce management procedures including re-sending Email Notice to a corrected or newly identified email address, where available.

b. Postcard Notice. For members of the Settlement Class for whom Apple and/or the Settlement Administrator have postal addresses but not an email address, the Settlement Administrator will mail a Postcard Notice to each such member of the Settlement Class for whom a mailing address can be located. To promote efficiency and proportionality, additional Postcard Notice may be conducted in one or more phases, as determined by the Settlement Administrator, beginning with Settlement Class Members most likely to be reached through postal mail based on available address data and recency of account activity. The Settlement Administrator shall evaluate the effectiveness of each mailing phase, including

delivery rates, website traffic, and claims activity, before initiating any subsequent phase, and may limit or discontinue further postcard mailings where additional mailings are unlikely to materially increase notice or participation. The Settlement Administrator shall commence mailing of Postcard Notice on the Settlement Notice Date.

c. Online Media Campaign. The Settlement Administrator shall implement an Online Media Campaign through online advertisements including through appropriate advertising channels such as paid online ads through Google, Meta or other ad platforms, as well as social media channels such as Facebook. The ads that are part of the Online Media Campaign will provide a link to the Settlement Website and information about who is eligible to file a Claim. The selection of platforms and channels, methods of implementation, and the content of the ads shall be subject to the Parties' approval. The Online Media Campaign shall commence no earlier than the Settlement Notice Date to align with the timing of the Email and Postcard Notice periods and shall be complete within 90 days of the Settlement Notice Date.

d. Publication Notice. The Settlement Administrator shall implement a commercially reasonable publication notice campaign designed to supplement direct Notice. The selection of publications and the content of the notice shall be subject to the Parties' approval. The Settlement Administrator will additionally cause a press release to be distributed in a format agreed upon by the parties.

6. The Long-Form Class Notice, Email Notice, Postcard Notice, Online Media Campaign, and Publication Notice shall inform Settlement Class Members of the fact of the Settlement and that Settlement information is available on the Settlement Website. These Notice materials shall make clear that the Settlement is not an admission of liability and Apple denies all wrongdoing, as set forth in Section I below.

7. Settlement Website. The Settlement Administrator will establish and maintain a Settlement Website with a mutually acceptable domain name. The Settlement Website will be optimized for viewing on both mobile devices and personal computers. The Settlement Website will include, without limitation, the Long-Form Class Notice in downloadable PDF format, this Settlement Agreement, the operative Second Consolidated Amended Class Action Complaint, the Preliminary Approval Order as entered and publicly filed motion papers and declarations in support thereof, Plaintiffs' motion for attorneys' fees and expenses, Plaintiffs' motion for final approval of class action settlement, a set of frequently asked questions and answers, and information on how to object or request exclusion, as well as contact information for Class Counsel and the Settlement Administrator. The Settlement website will include a readily accessible means for members of the Settlement Class to electronically submit a Claim Form and their payment information. The Settlement Website will explain how Class Payment will be distributed. The Settlement Website shall remain accessible until thirty (30) calendar days after the Settlement Administrator has completed its obligations under this Settlement Agreement. The Settlement Website will provide a copy of the Long-Form Class Notice, Claim Form, and other relevant information in Spanish, as well as potentially other languages.

8. Toll-Free Number. The Settlement Administrator will establish a toll-free telephone number (the "Toll-Free Number") with the option to speak with a live operator. English and Spanish options shall be available. By dialing the toll-free number, the Settlement

Class can receive instructions for accessing Settlement information and request case documents, including a Claim Form with a stamped envelope addressed to the Settlement Administrator for a return of a filled-out claim form. The Toll-Free Number shall remain accessible until thirty (30) calendar days after the Settlement Administrator has completed its obligations under this Settlement Agreement.

9. Long-Form Class Notice. The Settlement Administrator shall post the Long-Form Class Notice on the Settlement Website and mail or email the Long-Form Class Notice to any Settlement Class member who requests a copy.

10. Notice and Administration Costs. Based on information provided by the Parties to date, the Settlement Administrator has agreed to perform all settlement Notice and administration duties required by the Settlement Agreement at a cost not to exceed \$5,444,056. This amount shall cover all costs and expenses related to the Settlement administration functions to be performed by the Settlement Administrator, including providing Notice and the Settlement Website, and performing the other administration processes described in this Agreement, based on the assumptions provided to the Settlement Administrator. In the event that unanticipated costs and expenses arise in connection with the notice and/or administration process, such that they exceed the estimated amount of \$5,444,056, the Settlement Administrator shall promptly raise the matter with Apple Counsel and Class Counsel as soon as practicable after becoming aware of the unanticipated costs and expenses. If both Apple Counsel and Class Counsel, acting in good faith, agree that unanticipated costs and expenses justify an increase to the amount payable to the Settlement Administrator in excess of the agreed-upon estimate, then the amount in excess of the estimated amount shall be paid for exclusively from the Total Settlement Amount. Under no circumstances will Apple be responsible for any costs of Settlement administration in excess of its contribution to the Total Settlement Amount.

11. Notice of Objection or Exclusion Procedure. The Long-Form Class Notice and Settlement Website shall provide information on the procedure by which members of the Settlement Class may request exclusion or submit an objection to the Settlement. Any other forms of Notice will direct Settlement Class Members to review the Long-Form Class Notice and Settlement Website for these procedures.

G. Attorneys' Fees, Expenses, and Service Awards

1. Service Award. Class Counsel will apply to the Court for Service Awards for the Named Plaintiffs not to exceed \$2,000 per person. The Service Awards are not a measure of damages, but instead are solely an award for the Named Plaintiffs' services, time, and effort on behalf of the members of the Settlement Class. Apple reserves the right to object to or oppose Class Counsel's requests for Service Awards. Service Awards approved by the Court shall be paid from the Total Settlement Amount. Class Counsel shall provide the Settlement Administrator with Form W-9s for the Named Plaintiffs receiving any Service Award within five (5) calendar days after the Effective Date, and the Settlement Administrator shall issue each Named Plaintiff who receives a Service Award a 1099 in the amount of the Service Award approved by the Court and paid from the QSF. The Settlement Administrator shall distribute the Service Awards to accounts specified by Class Counsel no later than sixty (60) calendar days after the Effective Date. This Settlement is not conditioned upon the Court awarding the amounts sought by the Named Plaintiffs as a Service

Award. If the amounts awarded by the Court are less than what was sought by the Named Plaintiffs, the remaining provisions of this Settlement Agreement shall be binding and effective.

2. Attorneys' Fees and Expenses Payments. The Parties have reached no agreement on the amount of attorneys' fees and expenses that Class Counsel will seek from the Total Settlement Amount. Class Counsel will apply to the Court for reasonable fees and expenses from the Total Settlement Amount. Class Counsel's Motion for attorneys' fees and expenses shall be filed at least thirty-five (35) calendar days before the Objection and Exclusion Deadline and shall be posted on the Settlement Website within three (3) calendar days of it being filed. Apple reserves the right to object to or oppose Class Counsel's requests for attorneys' fees and expenses.

3. Timing and Payment of Attorneys' Fees and Expenses Payment. Any Attorneys' Fees and Expenses Payment approved by the Court shall be paid from the Total Settlement Amount in accordance with Section B.2 above. Class Counsel shall provide their Form W-9s within two (2) calendar days of the Court's Final Order approving any Attorneys' Fees and Expenses Payment. Consistent with Section B.2 and any subsequent orders by the Court, the Settlement Administrator shall distribute any Court-Approved Attorneys' Fees and Expenses Payment to the account(s) specified by Class Counsel no later than two (2) business days after the later of Apple's transfer of the Court-approved Attorneys' Fees and Expenses Payment to the QSF or the receipt of Class Counsel's Form W-9s.

4. Allocation of Attorneys' Fees and Expense Payments. Class Counsel have sole discretion to allocate any court-awarded Attorneys' Fees and Expense Payments. In no event shall Apple have any liability to any Class Counsel, or any other counsel who have represented Named Plaintiffs at any time in this Lawsuit, regarding the allocation of any fee or expense payment.

5. No Liability for Additional Fees. Apple shall not be liable for any additional fees or expenses of Named Plaintiffs or any members of the Settlement Class in connection with the Lawsuit. Class Counsel agree that they will not seek any additional fees or costs from Apple in connection with the Lawsuit or the Settlement of the Lawsuit beyond the approved Attorneys' Fees and Expense Payment. Apple expressly agrees that it will not seek to recover its Court costs, attorneys' fees, or expenses once the Court enters a Final Approval Order and Final Judgment.

6. Settlement not Conditioned on Fee and Expense Payments. This Settlement is not conditioned upon the Court awarding the amounts sought by Class Counsel as a fee and expense payment or the timing for making such payment. If the amounts awarded by the Court are less than what was sought by Class Counsel, or the Court orders that payment be provided on a different timeline, the remaining provisions of this Settlement Agreement shall be binding and effective.

H. Releases

1. Release of Claims. Except as otherwise set forth herein or as to obligations created hereby, upon the Effective Date, Named Plaintiffs and Settlement Class Members, on their own behalf and on behalf of their present and former principals, agents, partners, joint venturers, predecessors, assigns, heirs, spouses, beneficiaries, executors, administrators, representatives, insurers, underwriters, and lawyers (collectively, the "Releasing Parties"), separately and collectively, will release and discharge Apple and each of its present and former principals, agents,

servants, partners, joint venturers, directors, officers, managers, employees, contractors, predecessors, successors, assigns, administrators, representatives, parents, shareholders, subsidiaries, affiliates, insurers, underwriters, accountants, and lawyers (collectively, the “Apple Released Parties”), separately and collectively, from any and all damages, suits, claims, debts, demands, assessments, obligations, liabilities, attorneys’ fees, costs, expenses, rights of action and causes of action, of any kind or character whatsoever, whether class, individual, or derivative in nature, and whether based on contract (express, implied, or otherwise), fraud/misrepresentation, statute, or any other theory of recovery, and whether for compensatory, statutory, or punitive damages, occurring before the Effective Date of the Settlement (the “Named Plaintiffs and Settlement Class Members’ Released Matters”) that are based on, arise out of, or relate to the same facts underlying the claims asserted in the Lawsuit regarding the Eligible Devices, or could have been asserted in the operative Second Consolidated Amended Class Action Complaint. For avoidance of doubt, the Released Matters do not include bodily or personal injury claims, property damage, product liability claims, or claims related to the enforcement of the Settlement Agreement. Furthermore, the Named Plaintiffs and Settlement Class Members’ Released Matters shall not include: (i) *City of Coral Springs Police Officers Pension Plan v. Apple Inc. et al*, Case No. 5:25-cv-06252-NW (N.D. Cal.), and (ii) *In re Apple Inc. AI Derivative Litigation*, Case No. 5:25-cv-05364-NW (N.D. Cal.).

2. The Parties stipulate and agree that upon the Effective Date, the Parties intend to and expressly shall have and shall be deemed to have, and by operation of the Final Approval Order shall have, released any and all Released Claims, including unknown claims. Unknown claims include Released Claims that Plaintiffs do not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. The Parties additionally waive the provisions, rights, and benefits conferred by California Civil Code § 1542, which provides:

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 RELEASING PARTY.

3. The Parties also expressly waive all rights under any other statutes, legal decisions, or common law principles of similar effect to Cal. Civil Code § 1542, whether under the law of California or any other jurisdiction.

4. Release by Defendant. Except as otherwise set forth herein or as to obligations created hereby, Apple will be deemed to have completely released and forever discharged Plaintiffs and Plaintiffs’ Counsel from and for 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, relating to the institution, prosecution, or settlement of the Lawsuit, except for claims relating to the enforcement of the Settlement or this Settlement Agreement, and for the submission of false or fraudulent claims for Settlement benefits.

5. Release Notwithstanding Additional Facts. The Parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters underlying the Lawsuit. In furtherance of the Parties' intent, the release of the Named Plaintiffs and Settlement Class Members' Released Matters shall remain in full and complete effect notwithstanding discovery or existence of any additional or different claims or facts.

6. Class Payment to be Final. The amount of the Class Payment pursuant to this Agreement will be deemed final and conclusive against all Settlement Class Members, who will be bound by all of the terms of this Agreement and the Settlement, including the terms of the judgment to be entered in the Lawsuit and the releases provided for herein.

7. Claims Against Settlement Administrator. No person shall have any claim of any kind against the Parties, their counsel, or the Settlement Administrator with respect to the Settlement and the matters set forth herein, 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.

I. Apple's Denial of Liability; Agreement As Defense In Future Proceedings

1. Agreement Made Solely in Compromise of Litigation. This Agreement is made in compromise of all claims released as set forth in Section H above. This Agreement shall not be construed in any fashion as an admission of liability or wrongdoing by Apple. Apple specifically denies having engaged in any wrongdoing whatsoever. Apple has asserted and continues to assert that, at all times, it acted in good faith and in a manner reasonably believed to be in accordance with all applicable rules, regulations, and laws. Apple maintains that it has meritorious defenses to all claims alleged in the Action, and continues to believe the claims are without merit. Plaintiffs and their counsel further agree that this Agreement shall not be admissible in any court or other forum for any purpose other than the enforcement of its terms or if required for legal or accounting purposes.

2. Settlement May Not be Used in Evidence. 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, or to establish the truth of any of the claims or allegations alleged in the Lawsuit.

3. Denial of Liability. Neither the Agreement nor anything that the Parties said or did during the negotiation of the Agreement shall be construed or used in any manner as an admission of liability or evidence of any Party's fault, liability, or wrongdoing of any kind, nor as an admission of any lack of merit of the causes of action asserted in the Lawsuit.

4. Future Use of Settlement. To the extent permitted by law, the Agreement may be pleaded or invoked 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 for the Named Plaintiffs and Settlement Class Members' Released Matters.

J. Miscellaneous

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 the Parties' counsel's written consent without notice to the Settlement Class.

2. Entire Agreement. This Settlement Agreement contains the entire agreement between the Parties and constitutes the complete, final, and exclusive embodiment of their agreement with respect to the Lawsuit. This Settlement Agreement is executed without reliance on any promise, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Settlement Agreement.

3. Applicable Law and Jurisdiction. The laws of the State of California, without regard to its conflict or choice of law provisions, shall govern this Agreement. The Parties agree that any dispute relating to this Settlement Agreement shall be subject to the exclusive jurisdiction of the United States District Court for the Northern District of California. Each Party submits itself to the exclusive jurisdiction and venue of that court.

4. Gender and Plurals. As used in this Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

5. Survival of Warranties and Representations. The warranties and representations of this Agreement are deemed to survive the date of execution hereof.

6. Cooperation of Parties. The Parties to this Agreement 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 complete and obtain approval of the Settlement.

7. Counterparts. 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.

8. Severability. If any provision of this Settlement Agreement is declared by the Court to be invalid, void, or unenforceable, the remaining provisions of this Settlement Agreement will continue in full force and effect, unless the provision declared to be invalid, void, or unenforceable is material, at which point the Parties shall attempt to renegotiate the Settlement Agreement or, if that proves unavailing, either Party can terminate the Settlement Agreement without prejudice to any Party.

9. Warranties and Representations. Each person executing this Agreement in a representative capacity represents and warrants that he or she is empowered to do so. 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 this 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 Settlement 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. Communications. All communications required under this Agreement shall be in writing and shall be sent overnight and regular mail to the addressees listed below:

If to Apple:

Apple Inc.
1 Apple Park Way
Cupertino, California 95014
Attn: Chief Litigation Counsel

With copy to:

Emily Johnson Henn
ehenn@cov.com
Kathryn E. Cahoy
kcahoy@cov.com
Covington & Burling LLP
3000 El Camino Real
5 Palo Alto Square
Palo Alto, CA 94306-2112
Tel: 650-632-4700

If to Plaintiffs:

Clarkson Law Firm P.C.
22525 Pacific Coast Highway
Malibu, CA 90265
Attn: Ryan J. Clarkson

Cotchett, Pitre & McCarthy, LLP
840 Malcolm Rd.
Burlingame CA, 94010
Attn: Brian Danitz

Kaplan Fox & Kilsheimer LLP
1999 Harrison Street

Suite 1501
Oakland, CA 94612
Attn: Laurence D. King

With copy to:

Ryan J. Clarkson
relarkson@clarksonlawfirm.com
Yana Hart
yhart@clarksonlawfirm.com
Brian Danitz
bdanitz@cpmlegal.com
Joseph W. Cotchett
jcotchett@cpmlegal.com
Laurence D. King
lking@kaplanfox.com
Frederic S. Fox
ffox@kaplanfox.com

11. Modification and Amendment. This Settlement Agreement may be amended or modified only by a written instrument signed by the Parties' counsel and approved by the Court.

12. Proposed Dates in Appendix A. The proposed dates and deadlines for the Settlement Agreement are set out further in the Settlement Calendar, attached as Appendix A of the Settlement Agreement, which is incorporated herein.

13. Exhibits listed in Appendix B. A complete list of Exhibits identified for the Settlement Agreement are attached as Appendix B of the Settlement Agreement, which is incorporated herein.

14. Disputes Related to Settlement Agreement. Any and all disputes arising out of or related to the Settlement or this Settlement Agreement must be brought by the Parties and/or each member of the Settlement Class exclusively in this Court. The Parties and each member of the Settlement Class hereby irrevocably submit to the exclusive and continuing jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or related to the Settlement or this Agreement.

Signatures on following page(s)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

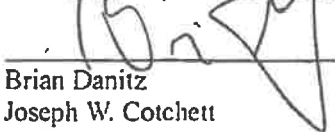
CLARKSON LAW FIRM, P.C.



Ryan J. Clarkson
Yana Hart
Timothy K. Giordano
Bryan P. Thompson

Interim Co-Lead Class Counsel

COTCHETT, PITRE & MCCARTHY, LLP



Brian Danitz
Joseph W. Cotchett
Karin B. Swope
Elle D. Lewis
Caroline Yuen

Interim Co-Lead Class Counsel

KAPLAN, FOX & KILSHEIMER LLP



Laurence D. King
Frederic S. Fox
Matthew B. George
Clarissa Olivares

Interim Co-Lead Class Counsel



Emily Johnson Henn
Covington & Burling LLP
Counsel for the Defendant Apple Inc.



Heather Grenier
Vice President of Litigation, Apple Inc.
For the Defendant Apple Inc.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Peter Landsheft

[Print Name]



[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

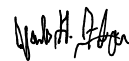
By: Michael Abata



[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Mark Adams



[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: JACOB ANDERSON



[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Lily Biagini

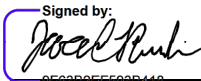
Lily Biagini

[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: **Jared Bukovich**

[Print Name]

Signed by:


9F69D2EF699B440...

[Signature]

PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Ryan Bulcher

[Print Name]

Ryan Bulcher

[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Kyra Burke
[Print Name]


Kyra Burke

[Kyra Burke \(Apr 15, 2026 18:38:01 EDT\)](#)

[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Tyshaun Butler
[Print Name]


[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: **David Campos**

[Print Name]

Signed by:


007E8DA4E16B4E4...

[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: **Shaun Carroll**

[Print Name]

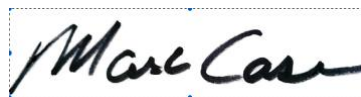
DocuSigned by:


DC26B246C11B44B...

[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Marc Case

A handwritten signature in black ink, reading "Marc Case", is enclosed within a dashed rectangular box. The signature is written in a cursive style.

PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Esther Choi



[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: JENNIFER CONWAY

A handwritten signature in black ink, appearing to read "Johnson", written above a horizontal line.

[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

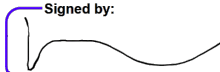
By: Russell Craft
[Print Name]


[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: **Kaitlyn DiFerdinando**

[Print Name]

Signed by:


02FCF2D5D08146C...

[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: **Scott Domek**

[Print Name]

Signed by:
Scott Domek

[Signature]

PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Skylar V. Mamone Feldt

[Print Name]



Skylar Vincent Mamone Feldt (Apr 15, 2026 16:07:58 MDT)

[Signature]

PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Matthew Floyd

[Print Name]

_____

[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: **Drew Franklin**

[Print Name]

DocuSigned by:
Drew Franklin

[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):


By: DAVID FREEMAN
[Print Name]

DocuSigned by:
DAVID FREEMAN
C17F11C83805404...
[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Clint Gammons

[Print Name]



[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: **Steven Geisel**

[Print Name]

DocuSigned by:
Steven Geisel

5F1B0E356FE5406...

[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Kaitlin Goodman

[Print Name]

Kaitlin Goodman

[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Michael Gotschall

[Print Name]



[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: **Luke Graves**

[Print Name]

Signed by:
Luke Graves

7935F3C979574F0...
[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Christian Hackelman

[Print Name]

Christian Hackelman

[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: **Lloyd Hagemo**

[Print Name]

DocuSigned by:
Lloyd Hagemo

[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Michael Hopkins

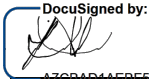


[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: **Kristopher Huggins**

[Print Name]

DocuSigned by:


A70BAD1AEDF542E...

[Signature]

PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Mukesh Jethwani

[Print Name]

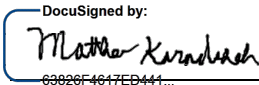


[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: **Matthew Karadsheh**

[Print Name]

DocuSigned by:


63826F4617ED441...


[Signature]

PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Jacob Kicha

[Print Name]



[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: **Grace Kim**

[Print Name]

Signed by:
Grace Kim

[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Colton Lipchak

[Print Name]

Colton Lipchak

[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Nyrek Mason

[Print Name]

_____

[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Connor McKee

[Print Name]

Connor McKee

[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: OLIVIA JOY MILTON



[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: HUNTER MORGAN



[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: **Michael Murphy**

[Print Name]

DocuSigned by:
Michael Murphy

D0495EE60C304CC...

[Signature]

PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Mariah Nelson

[Print Name]

Mariah Nelson

[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Lauren Norman
[Print Name]



[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: HENRIETTA OWUSU



[Signature]
PLAINTIFF

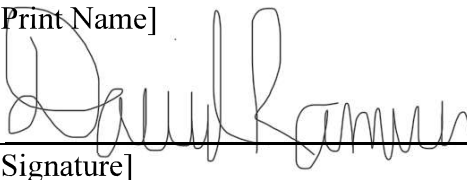
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: William Passmore



[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: David Ramirez
[Print Name]

[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Gary Rasmussen



[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: **SUSAN RIZZIO**

[Print Name]

Signed by:
SUSAN RIZZIO

[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Margot Robinson

[Print Name]

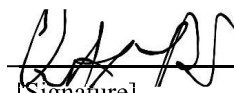
Margot Robinson

[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Orlando Roddy

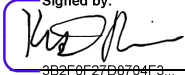
[Print Name]



[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Krystal I. Rodriguez
[Print Name]

Signed by:

[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Daniel Ruiz

[Print Name]

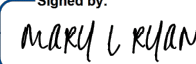


[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: **MARY L RYAN**

[Print Name]

Signed by:


[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Jack Scalfani

[Print Name]

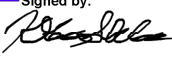


[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: **Kiana Schlessner**

[Print Name]

Signed by:


9AFE190AA5434D6...

[Signature]

PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Devon Simmons

[Print Name]

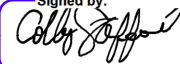


[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: **Colby J. Stafford**

[Print Name]

Signed by:


[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Frank Gray Stevenson Jr.

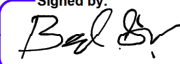


[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: **Brooklyn Swanson**

[Print Name]

Signed by:


[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Christian Varbanovski
[Print Name]


Christian Varbanovski (Apr 21, 2026 15:59:11 EDT)
[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Derrick Wallace
[Print Name]

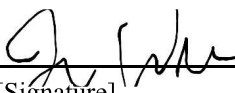
A handwritten signature in black ink, appearing to read "Derrick Wallace", written over a horizontal line.

[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: John Wells

[Print Name]

_____

[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Lindsey Williams

[Print Name]

_____

[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Michael B. Wood


Mike Wood

[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: **Ronald Zemke**

[Print Name]

Signed by:


[Signature]
PLAINTIFF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below (Plaintiff signatures to follow on separate pages):

By: Taylor Oldfield-Zepeda

[Print Name]



[Signature]
PLAINTIFF