

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

**If your iTunes account was charged for an in-app purchase made
by a minor without your knowledge or permission,
you could be entitled to benefits under a class action settlement.**

The United States District Court, Northern District of California, authorized this notice.

This is not a solicitation from a lawyer.

The Settlement:

- You may be entitled to settlement benefits if you are a United States resident who paid for an in-app purchase of game currency charged to your iTunes account by a minor without your knowledge or permission in one or more game apps from the App Store that are played on Apple devices such as the iPhone, iPod touch, and iPad. The Qualified Apps that are the subject of this settlement consist of all apps in the games category with an age rating of 4+, 9+, or 12+ that offer in-app purchases of consumable game currency. For a searchable list of Qualified Apps, you can visit the settlement website, www.iTunesInAppPurchaseSettlement.com.
- Owners of Apple devices have the option to implement parental controls that prevent minors from purchasing game currency in apps without the owner's knowledge or permission. You can learn more about these parental controls and how to activate them on your device at <http://support.apple.com/kb/HT4213> and below at page 6.
- Your legal rights are affected whether you act or don't act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:		
<u>OPTION</u>	<u>EXPLANATION</u>	<u>DEADLINE</u>
SUBMIT A CLAIM FORM	The only way to get a payment under the settlement.	January 13, 2014
EXCLUDE YOURSELF	Get no payment under the settlement. This is the only option that allows you to ever be part of any other lawsuit against Apple about the claims and allegations in this case.	August 30, 2013
OBJECT	Write to the Court about why you don't like the settlement.	August 30, 2013
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.	September 27, 2013
DO NOTHING	Get no payment under the settlement. Give up rights.	N/A

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	PAGE 2
1. Why did I get this notice package?	2
2. What is this lawsuit about?	3
3. Why is this a class action?	3
4. Why is there a settlement?	3
WHO IS IN THE SETTLEMENT	PAGE 3
5. How do I know if I am part of the settlement?	3
6. Are there exceptions to being included?	3
7. I'm still not sure if I am included.	3
THE SETTLEMENT BENEFITS—WHAT YOU GET	PAGE 3
8. What does the settlement provide?	3
9. What are the requirements to receive a settlement benefit?	3
HOW YOU GET A SETTLEMENT BENEFIT—SUBMITTING A CLAIM FORM	PAGE 4
10. How can I get a settlement benefit?	4
11. When would I get my settlement benefit?	4
12. What am I giving up to get a settlement benefit or stay in the Class?	4
EXCLUDING YOURSELF FROM THE SETTLEMENT	PAGE 4
13. How do I get out of the settlement?	4
14. If I don't exclude myself, can I sue Apple for the same thing later?	5
15. If I exclude myself, can I get a settlement benefit?	5
THE LAWYERS REPRESENTING YOU	PAGE 5
16. Do I have a lawyer in this case?	5
17. How will the lawyers be paid?	5
OBJECTING TO THE SETTLEMENT	PAGE 5
18. How do I tell the Court that I don't like the settlement?	5
19. What's the difference between objecting and excluding?	5
THE COURT'S FAIRNESS HEARING	PAGE 6
20. When and where will the Court decide whether to approve the settlement?	6
21. Do I have to come to the hearing?	6
22. May I speak at the hearing?	6
IF YOU DO NOTHING	PAGE 6
23. What happens if I do nothing at all?	6
GETTING MORE INFORMATION	PAGE 6
24. Are there more details about the settlement?	6
25. How do I get more information?	6
26. How can I implement Parental Controls?	6

BASIC INFORMATION

1. Why did I get this notice package?

You may be a United States resident who paid for an in-app purchase of game currency charged to your iTunes account by a minor without your knowledge or permission in one or more Qualified Apps. Qualified Apps consist of all apps from the App Store in the games category with an age rating of 4+, 9+, or 12+ that offer in-app purchases of consumable game currency. For a searchable list of Qualified Apps, you can visit the website, www.iTunesInAppPurchaseSettlement.com.

The Court ordered this notice to be sent to you because you have a right to know about a proposed settlement of these class action lawsuits, and about your options, before the Court decides whether to approve the settlement. If the Court approves it and after any appeals are resolved, an administrator will make the payments that the settlement allows.

This package explains the lawsuits, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Northern District of California, and the case is known as *In re Apple In-App Purchase Litigation*, Case No. 5:11-CV-01758-EJD. The people who sued are called Plaintiffs, and the company they sued, Apple Inc., is called the Defendant.

2. What is this lawsuit about?

In class action lawsuits pending against Apple, Plaintiffs claimed that certain game apps from the App Store allowed minors to charge in-app purchases in Qualified Apps (“Game Currency”), such as virtual currency or other virtual content, to an iTunes account without the account holder’s knowledge or permission. Apple denies all allegations and is entering into this settlement to avoid burdensome and costly litigation. The settlement is not an admission of wrongdoing.

3. Why is this a class action?

In a class action, one or more people, called Class Representatives (in this case Kathleen Koffman, Garen Meguerian, Twilah Monroe, Lauren Scott, and Heather Silversmith), sued on behalf of people who have alleged similar claims (called the “Class” or “Class Members”). One court resolves the issues for all Class Members, except for those who choose to exclude themselves from the Class. United States District Court Judge Edward J. Davila is in charge of this class action.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and settlement benefits go to the Class Members. The Class Representatives and the attorneys think the settlement is best for the Class Members.

WHO IS IN THE SETTLEMENT

To see if you are eligible for benefits, you first have to determine whether you are a Class Member.

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

All United States residents who prior to May 2, 2013 paid for an in-app purchase of Game Currency in a Qualified App charged to their iTunes account by a minor without their knowledge or permission (“Qualified Game Currency Charges”).

6. Are there exceptions to being included?

The Class does *not* include Apple; any entity in which Apple has a controlling interest; Apple’s directors, officers, and employees; Apple’s legal representatives, successors, and assigns; and all persons who validly request exclusion from the Settlement Class.

7. I’m still not sure if I am included.

If you are still not sure whether you are included, you can visit the website, www.iTunesInAppPurchaseSettlement.com.

THE SETTLEMENT BENEFITS—WHAT YOU GET

8. What does the settlement provide?

Apple will provide an iTunes Store credit or, in some cases, a cash refund, to Settlement Class Members who meet the requirements described in section 9 below. If you meet these requirements, you can choose either (i) a single \$5 iTunes Store credit or (ii) an iTunes Store credit equal to the total amount of Qualified Game Currency Charges made by a minor to your iTunes account without your knowledge or permission within a single forty-five (45) day period, less any refund you received previously for those charges. A cash refund in lieu of an iTunes Store credit is available if (a) you no longer have an active iTunes account, or (b) your claims exceed \$30 in total. Additional requirements for claiming charges after the forty-five (45) day period apply.

9. What are the requirements to receive a settlement benefit?

To receive a settlement benefit, you will have to complete a valid Claim Form that includes, among other things, your name, address, and Apple ID. You will also have to attest that you: (a) paid for Qualified Game Currency Charges that a minor charged to your iTunes account without your knowledge or permission; (b) did not knowingly enter your iTunes password to authorize any such purchases and did not give your password to the minor to make any such purchases; and (c) did not receive a refund from Apple for those charges.

Apple will provide a single \$5 iTunes Store credit if you satisfy these requirements (or a \$5 cash refund if you no longer maintain an active iTunes account).

Alternatively, and in lieu of the \$5 iTunes Store credit discussed above, you may elect to receive an iTunes Store credit, or in certain cases, a cash refund, in an amount equal to the total of all Qualified Game Currency Charges that were charged to your iTunes account within a single forty-five (45) day period, and for which you have not received a refund. The additional requirements for obtaining such relief are as follows:

- i. **Claims Totaling Under \$30:** You must identify on the Claim Form the name of the Qualified App, the date of purchase, and the price paid for each Qualified Game Currency Charge for which you did not receive a refund. Class Members who satisfy these requirements will receive an iTunes Store credit (or, for any Settlement Class Member who no longer maintains an iTunes account, a cash refund).
- ii. **Claims Totaling \$30 or Over:** You must identify on the Claim Form the name of the Qualified App, the date of purchase, and the price paid for each Qualified Game Currency Charge for which you did not receive a refund. In addition, you must describe in narrative form and under penalty of perjury the circumstances under which a minor charged Qualified Game Currency Charges to your iTunes account without your knowledge or permission. If you satisfy these requirements you may elect an iTunes Store credit or a cash refund.

You may reference a list of in-app purchases charged to your account to assist you in completing the Claim Form by (1) selecting “View My Apple ID” from the iTunes “Store” menu, (2) entering your Apple ID and associated password, and (3) clicking “See All” under the heading titled “Purchase History.”

Claims After the Forty-Five (45) Day Period: You may request that your settlement benefit include a refund for Qualified Game Currency Charges that occurred after the forty-five (45) day period by describing briefly the circumstances that made it possible for a minor to make Qualified Game Currency Charges after forty-five (45) days, including specifically the circumstances that made it possible for the minor to continue to charge Game Currency after you were notified of earlier charges through Apple emails and your credit card statements.

HOW YOU GET A SETTLEMENT BENEFIT—SUBMITTING A CLAIM FORM

10. How can I get a settlement benefit?

To qualify for a settlement benefit, you must submit a valid Claim Form. You can get a Claim Form on the Internet at www.iTunesInAppPurchaseSettlement.com or by calling 1-855-282-8111.

You must read the instructions carefully, fill out the form as directed in the instructions, include all the information the form asks for, and electronically sign the Claim Form. You must either (a) submit the Claim Form electronically at www.iTunesInAppPurchaseSettlement.com, or (b) mail it to: *In re Apple In-App Purchase Litigation* Claims Administrator, P.O. Box 43182, Providence, RI 02940-3182. The Claim Form must be electronically submitted or postmarked on or before January 13, 2014. **If you fail to submit your Claim Form by the required date, your claim will be rejected, and you will be deemed to have waived all rights to receive any cash benefit under this settlement.**

Follow all the instructions on the Claim Form.

11. When would I get my settlement benefit?

The Court will hold a hearing on October 18, 2013 at 9:00 a.m., to decide whether to approve the settlement. If Judge Davila approves the settlement, there may be appeals. The appeal process can take time, perhaps more than a year. If there is no appeal, your settlement benefit will be processed promptly. Please be patient.

12. What am I giving up to get a settlement benefit or stay in the Class?

Unless you choose to exclude yourself, you will remain in the Class. That means that you are eligible for a settlement benefit but can't sue, continue to sue, or be part of any other lawsuit against Apple about the claims and allegations in this case. It also means that all of the Court's orders will apply to you and legally bind you.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement, but you want to keep the right to sue or continue to sue Apple, on your own, about the claims and allegations in this case, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as opting out of the Settlement Class.

13. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter or email saying that you want to be excluded from *In re Apple In-App Purchase Litigation*, Case No. 5:11-CV-01758-EJD. Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than August 30, 2013, to:

In re Apple In-App Purchase Litigation Claims Administrator
P.O. Box 43182, Providence, RI 02940-3182
Administrator@iTunesInAppPurchaseSettlement.com

If you ask to be excluded, you will not receive any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Apple in the future about the claims and allegations in this case.

14. If I don't exclude myself, can I sue Apple for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Apple for the claims that this settlement resolves. You must exclude yourself from *this* Class to pursue your own lawsuit. Remember, your exclusion must be postmarked on or before August 30, 2013.

15. If I exclude myself, can I get a settlement benefit?

No. If you exclude yourself, you may not send in a Claim Form to ask for any benefit. But you will not lose any right you may have to sue, continue to sue, or be part of a different lawsuit against Apple about the claims and allegations in this case.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Class is represented in this case by: Michael J. Boni and Joshua D. Snyder of Boni & Zack LLC and Simon B. Paris and Patrick Howard of Saltz Mongeluzzi Barrett & Bendesky PC who have been appointed as Co-Lead Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Co-Lead Class Counsel will ask the Court for attorneys' fees and expenses of up to \$1.3 million and for stipends to Plaintiffs of up to \$1,500 each. Apple will separately pay the fees, expenses and stipends that the Court awards. These amounts will not come out of any funds for payments to Class Members. Apple will also separately pay the costs to administer the settlement. A copy of Class Counsel's Notice of and Motion for Award of Attorneys' Fees, Expenses, and for Service Awards will be available on www.iTunesInAppPurchaseSettlement.com by 11:59 p.m. Pacific on August 9, 2013.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

18. How do I tell the Court that I don't like the settlement?

If you're a Class Member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to the settlement in *In re Apple In-App Purchase Litigation*, Case No. 5:11-CV-01758-EJD. Be sure to include your name, address, telephone number, your signature, a detailed statement of your specific objections, the grounds for such objections, and proof of membership in the Class, as well as all documents or writings that you desire the Court to consider. The objection and any supporting papers must be mailed to and actually received by the following two addressees no later than August 30, 2013:

<i>COURT</i>	<i>CLAIMS ADMINISTRATOR</i>
Clerk of the Court United States District Court for the Northern District of California San Jose Division 280 South 1st Street San Jose, CA 95113	<i>In re Apple In-App Purchase Litigation</i> Claims Administrator P.O. Box 43182 Providence, RI 02940-3182

19. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object, because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend, and you may ask to speak, but you don't have to.

20. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at 9:00 a.m. on October 18, 2013, at the United States District Court for the Northern District of California, San Jose Division, Courtroom 4 (5th Floor), located at 280 South 1st Street, San Jose, California 95113. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Davila will listen to people who have asked to speak at the hearing. The Court may also consider how much to award Class Counsel and the amount of the service awards for Plaintiffs. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take. The date of the Fairness Hearing can change without further notice. Please check the settlement website for further updates.

21. Do I have to come to the hearing?

No. Co-Lead Class Counsel will answer questions Judge Davila may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was received on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that you intend to appear and speak at the Fairness Hearing in "In re Apple In-App Purchase Litigation, Case No. 5:11-CV-01758-EJD." Be sure to include the case name and number, your name, address, telephone number, and your signature. Your letter of intent to appear and speak must be received by the Clerk of the Court and the Claims Administrator, at the two addresses in question 18, no later than September 27, 2013. You cannot speak at the hearing if you excluded yourself from the Class.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing, you will be part of the Settlement Class. You will not receive a settlement benefit from the settlement unless you file a valid and timely Claim Form. You won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Apple about the claims in this case.

GETTING MORE INFORMATION

24. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in a Settlement Agreement. Copies of the Settlement Agreement and the pleadings and other documents relating to the case are on file at the United States District Court for the Northern District of California, San Jose Division, and may be examined and copied at any time during regular office hours at the Office of the Clerk, 280 South 1st Street, San Jose, California 95113. The Settlement Agreement and other important documents are also available on the settlement website at www.iTunesInAppPurchaseSettlement.com.

25. How do I get more information?

You can visit the settlement website at www.iTunesInAppPurchaseSettlement.com, where you will find answers to common questions about the settlement, a Claim Form, plus other information.

26. How can I implement Parental Controls?

Apple provides iOS device owners with the option to implement parental controls that prevent a minor from charging in-app purchases to an iTunes account without the knowledge or permission of the account holder. Class Members can learn more about these parental controls at <http://support.apple.com/kb/HT4213>.

Questions may not be directed to the Court.

Date: June 19, 2013