

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY  
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA  
CIVIL TRIAL DIVISION

Filed and Attested by the  
Office of Judicial Records  
18 NOV 2020 02:45 pm  
R. SCHREIBER

COMMONWEALTH OF PENNSYLVANIA  
BY ATTORNEY GENERAL, JOSH SHAPIRO

Plaintiff

v.

APPLE INC.

Defendant

: NOVEMBER TERM, 2020  
:  
: NO. 01645  
:  
: STIPULATED CONSENT  
: PETITION FOR FINAL  
: DECREE  
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ORDER

NOW, \_\_\_\_\_, 2020, upon consideration of the Consent  
Petition for Final Decree filed in the above action, the Consent Petition for Final Decree is  
hereby entered as an Order of this Court.

\_\_\_\_\_  
J.

**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY  
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA  
CIVIL TRIAL DIVISION**

<hr/>	:	NOVEMBER TERM, 2020
COMMONWEALTH OF PENNSYLVANIA	:	
BY ATTORNEY GENERAL, JOSH SHAPIRO	:	
	:	NO. 01645
Plaintiff	:	
	:	STIPULATED CONSENT
v.	:	PETITION FOR FINAL
	:	DECREE
	:	
APPLE INC.	:	
	:	
Defendant	:	
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**STIPULATED CONSENT PETITION FOR FINAL DECREE**

**PREAMBLE**

The Plaintiff, the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro (hereinafter “Commonwealth” or “Pennsylvania Attorney General” or “Attorney General” or “State” or “Plaintiff” or collectively “Attorneys General”) and Defendant Apple Inc., a corporation (hereinafter “Defendant” or “Apple”) have stipulated and consent to the Court’s entry of this Stipulated Consent Petition for Final Decree (hereinafter “Stipulated Consent Petition” or “Stipulated Petition”) in this proceeding and accept this Stipulated Consent Petition as the final adjudication of this civil action without taking proof and without trial, without this Stipulated Consent Petition constituting evidence of or an admission by Defendant regarding any issue of law or fact alleged in the Complaint, without Defendant admitting any liability, and with all parties having waived their right to appeal.

WHEREAS, this Stipulated Petition is entered to resolve the investigations of Defendant undertaken by the Attorneys General of the states and commonwealths of Alaska, Arizona, Arkansas,

California, Connecticut, Florida, Hawaii,<sup>1</sup> Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Michigan, Minnesota, Missouri, Montana, Nevada, Nebraska, New Jersey, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Wisconsin, and the District of Columbia (hereinafter “Attorneys General” or “States”) pursuant to each of the States’ respective Consumer Protection Laws, including unfair and deceptive acts or practices statutes.

WHEREAS, the Parties agree to seek this Court’s approval of the terms of the Parties’ agreement, as set forth in this Stipulated Petition, and that this Court adopt them as its own determination of the Parties’ respective rights and obligations.

NOW THEREFORE, for purposes of affecting this Stipulated Petition, the Parties hereby agree to the entry of this Court’s Final Decree, incorporating the following terms:

## **I. PARTIES**

1.1 Plaintiff is the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro, with offices located at 1600 Arch Street, Third Floor, Philadelphia, PA 19103.

1.2 Defendant is Apple Inc., a corporation with its principal office located in Cupertino, California 95014.

## **II. JURISDICTION AND VENUE**

2.1 Apple, at all relevant times, has transacted business in the Commonwealth of Pennsylvania, including, but not limited to, business in the Court of Common Pleas of Philadelphia County, First Judicial District of Pennsylvania.

2.2 This Court has jurisdiction over the Complaint and the parties necessary for the Court to enter this Stipulated Consent Petition and any orders hereafter appropriate.

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<sup>1</sup> Hawaii is represented by its Office of Consumer Protection. For simplicity purposes, the entire group will be referred to as the “Attorneys General,” or individually as “Attorney General.” Such designations, however, as they pertain to Hawaii, shall refer to the Executive Director of the Office of Consumer Protection, a division of the Department of Commerce and Consumer Affairs.

2.3 Venue is proper in the Court of Common Pleas of Philadelphia County, First Judicial District of Pennsylvania.

2.4 This Stipulated Consent Petition is entered pursuant to and subject to the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. §201-1, *et seq.* (“Consumer Protection Law”).

2.5 Apple accepts and expressly waives any defect in connection with service of process in this action issued to Apple, and further consents to service upon the below-named counsel via e-mail of all process in this action.

2.6 Apple shall not represent or imply that the Attorneys General, the Commonwealth, the Commonwealth of Pennsylvania, or any state agency has approved or approves of any of Apple’s actions or past, present, or future business practices.

### **III. DEFINITIONS**

3.1 “Clear and Conspicuous” means that statements, disclosures, or other information, by whatever medium communicated, including all electronic devices, are (a) in readily understandable language and syntax, and (b) in a type size, font, color, appearance, and location sufficiently noticeable for a consumer to read and comprehend them, in a print that contrasts with the background against which they appear.

3.2 “Consumer Protection Laws” means the consumer protection laws enforced by the Attorneys General under which the Attorneys General have conducted the investigation as set forth in Appendix A.

3.3 “Covered Conduct” means Apple’s business practices, acts and omissions, including its representations and disclosures, related to Performance Management in Relevant iOS Versions between 2016 and the Effective Date.



3.4 “Effective Date” means November 25, 2020.

3.5 “iOS” means the operating system software made available by Apple for iPhones and other mobile devices.

3.6 “iPhone” means the personal devices designed and marketed by Apple.

3.7 “Performance Management” means the functionality first introduced in iOS 10.2.1 for managing the performance of the Relevant iPhones to match the peak power delivery of lithium-ion batteries.

3.8 “Person” means any natural person or the person’s legal representative, partnership, domestic or foreign corporation, company, trust, business entity, or association, and any agent, employee, salesperson, partner, officer, director, member, stockholder, associate or trustee of the same.

3.9 “Relevant iOS Versions” means all iOS versions between iOS 10.2.1 and 11.2.6, inclusive.

3.10 “Relevant iPhones” means the iPhone models relevant to the States’ claims, which are as follows:

- a. iPhone 6;
- b. iPhone 6 Plus;
- c. iPhone 6S;
- d. iPhone 6S Plus;
- e. First generation iPhone SE;
- f. iPhone 7; and
- g. iPhone 7 Plus.

#### IV. INJUNCTIVE RELIEF

4.1 The injunctive provisions of this Stipulated Petition shall apply to Apple and its directors, officers, employees, representatives, agents, affiliates, parents, subsidiaries, predecessors, assigns and successors and shall be effective for three (3) years from the Effective Date of this Stipulated Petition.

4.2 Apple will maintain easily accessible and prominent webpage(s) that provide Clear and Conspicuous information to consumers about lithium-ion batteries, unexpected shutdowns, and Performance Management. The webpage(s) will provide guidance to consumers on steps they can take to maximize battery health. The webpage(s) will also describe the operation of Performance Management and its impact on iPhone battery and performance.

4.3 If a future iOS update materially changes the impact of Performance Management when downloaded and installed on an iPhone, Apple will notify consumers in a Clear and Conspicuous manner of those changes in the installation notes for the update.

4.4 Apple will provide information to consumers in the iPhone user interface (e.g., Settings > Battery > Battery Health) about the battery, such as the battery's maximum capacity and information about its peak performance capability, as well as a notification of the option to service the battery once the performance of the battery has become significantly degraded.

4.5 Apple will implement procedures to ensure its consumer-facing staff and Apple-authorized iPhone retailers:

- a. are sufficiently familiar with the information in the webpage(s) described in paragraph 4.2 and the iPhone user interface described in paragraph 4.4;
- b. communicate such information to consumers wherever relevant; and
- c. refer consumers to such webpage(s) or interface, where appropriate.

## V. DISPUTE RESOLUTION

5.1 If one or more Attorneys General reasonably believe that Apple has failed to comply with any term of the injunctive relief, each Attorney General shall provide written notice to Apple, unless the failure to comply threatens the health or safety of the citizens of their state(s) and/or creates an emergency requiring immediate action. Apple shall have sixty (60) days from receipt of such notice to provide a good faith written response, including either a statement that Apple believes it is in full compliance with the relevant provision or a statement explaining how the violation occurred, how it has been addressed or when it will be addressed, and what Apple will do to make sure the violation does not occur again. The Attorney(s) General may agree to provide Apple with more than sixty (60) days to respond. During the sixty (60) day period, each of the Attorney(s) General shall engage in good faith discussions with Apple before taking any enforcement action(s), in an attempt to resolve the alleged non-compliance. If Apple notifies the Attorneys General in writing that two or more Attorneys General have notified Apple of alleged violations, the Attorney(s) General that provided notice of alleged violations shall engage in those good faith discussions if possible.

5.2 Nothing herein shall be construed to exonerate any contempt or failure to comply with any provision of this Stipulated Petition after the date of its entry, or to prevent the Pennsylvania Attorney General in this action from initiating a proceeding for any contempt or other sanctions for failure to comply, or to compromise the authority of a court to punish as contempt any violation of this Stipulated Petition. Further, nothing in Paragraph 5.1 shall be construed to limit the authority of the Pennsylvania Attorney General in this action to protect the interests of the Commonwealth of Pennsylvania.



## VI. MONETARY PAYMENT

6.1 Apple shall pay a total of ONE HUNDRED AND THIRTEEN MILLION AND 00/100 DOLLARS (\$113,000,000.00) to the Attorneys General, to be apportioned amongst the Attorneys General at their sole discretion. Defendant shall directly pay the amount of THREE MILLION AND 00/100 DOLLARS (\$3,000,000.00) to the Pennsylvania Attorney General. The wiring instructions shall be provided to Apple no later than seven (7) days after the Effective Date. If the Court has not entered this Stipulated Petition as an Order by the Effective Date, Apple shall make the payment within sixty (60) days of the Effective Date or within thirty (30) days of the entry of the Stipulated Petition as an Order, whichever is later.

6.2 Out of the total amount due to the Attorneys General set forth in paragraph 6.1, Apple will make a single payment on behalf of and at the direction of the States, within sixty (60) days of the Effective Date, to funds maintained in trust by the National Association of Attorneys General, in an amount designated and communicated to Apple by the Arizona Attorney General.

6.3 Said payment to the Pennsylvania Attorney General shall be used and designated by and in the sole discretion of the Pennsylvania Attorney General and shall be used for reimbursement of attorney fees and other costs of investigation; distribution or application to any applicable consumer protection enforcement funds, including future consumer protection enforcement, consumer education, litigation or local consumer aid, or revolving funds; defraying the costs of the inquiry leading hereto, or any other lawful purpose, at the sole discretion of the Pennsylvania Attorney General. Upon completion of the wire transfer described above, Apple shall have no further obligation to assist the Commonwealth in its use of its portion of the payment.



## VII. RELEASE

7.1 By its execution of this Stipulated Petition, the Pennsylvania Attorney General releases and forever discharges Apple and its past and present directors, officers, employees, representatives, agents, affiliates, parents, subsidiaries, predecessors, assigns and successors ("Releasees") from any and all civil causes of action or claims for damages, costs, attorneys' fees, or penalties of any kind that the Attorneys General have asserted or could have asserted concerning the Covered Conduct. The Attorneys General execute this release in their official capacity and release only claims that the Attorneys General have the authority to bring or release. Nothing contained in this paragraph shall be construed to limit the ability of the Pennsylvania Attorney General to enforce Apple's obligations under this Stipulated Petition.

7.2 Notwithstanding any term of this Stipulated Petition, specifically reserved and excluded from the release in Paragraph 7.1 as to any entity or Person, including the Releasees, are any and all of the following:

- a. any criminal liability that any Person or entity, including Releasees, has or may have to the States;
- b. any civil or administrative liability that any Person or entity, including Releasees, has or may have to the States under any statute, regulation or rule giving rise to any and all of the following claims;
  - i. state or federal antitrust violations;
  - ii. state or federal securities violations; or
  - iii. state or federal tax claims.

7.3 Nothing in this Stipulated Petition shall be construed as excusing or exempting Apple from complying with any applicable state or federal law, rule, or regulation, and no provision of this Stipulated

Petition shall be deemed to authorize or require Apple to engage in any acts or practices prohibited by any state or federal law, rule, or regulation.

### **VIII. GENERAL PROVISIONS**

8.1 The provisions of this Stipulated Petition shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

8.2 Nothing in this Stipulated Petition shall be construed as an approval by the Attorneys General, the Commonwealth of Pennsylvania or any state agency of Apple's past, present, or future conduct.

8.3 This Stipulated Petition shall not bar the Pennsylvania Attorney General or any other governmental entity from enforcing applicable laws, regulations, or rules against Apple for conduct subsequent to the Effective Date or otherwise not covered by this Stipulated Petition.

8.4 Apple willingly has entered into this Stipulated Petition in order to resolve the Attorney General's claims under the Consumer Protection Law as to the matters addressed in this Stipulated Petition and thereby avoid significant expense, inconvenience, and uncertainty.

8.5 Apple has entered into this Stipulated Petition solely for the purposes of settlement, and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Apple expressly denies. No part of this Stipulated Petition, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Apple. This document and its contents are intended to be used in resolving this litigation and not by any other party or for any other purpose.

8.6 This Stipulated Petition shall not be construed or used as a waiver or limitation of any defense otherwise available to Apple in any other action, or of Apple's right to defend against, or make

any agreements in, any private individual action, class claims or suits, or any other governmental or regulatory action relating to the subject matter or terms of this Stipulated Petition. Notwithstanding the foregoing, the Pennsylvania Attorney General may file an action to enforce the terms of this Stipulated Petition.

8.7 No part of this Stipulated Petition shall create, waive, release or limit a private cause of action or confer any right to any third party for a violation of any state or federal statute.

8.8 The exclusive right to enforce any violation or breach of this Stipulated Petition shall be with the parties to this Stipulated Petition and the Court.

8.9 Nothing in this Stipulated Petition constitutes an agreement by the Commonwealth concerning the characterization of the amounts paid hereunder for purposes of any proceeding under the Internal Revenue Code or any state tax laws. The Stipulated Petition takes no position with regard to the tax consequences of the Stipulated Petition with regard to federal, state, local, and foreign taxes.

8.10 This Stipulated Petition is binding upon the Commonwealth and Apple, and any of Apple's respective successors, assigns, or other entities or persons otherwise bound by law.

8.11 Apple agrees that this Stipulated Petition does not entitle it to seek or to obtain attorneys' fees as a prevailing party under any statute, regulation, or rule, and Apple further waives any right to attorneys' fees that may arise under such statute, regulation, or rule.

8.12 If any provision of this Stipulated Petition is found to be invalid or unenforceable, the provision will be enforced to the maximum extent permissible by law to effectuate the intent of the parties, and the remainder of this Stipulated Petition will continue in full force.

8.13 This Stipulated Petition represents the entire agreement between the parties, and there are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Stipulated Petition not fully expressed herein or attached hereto.



8.14 Jurisdiction is retained by the Court for the purpose of enabling any party to the Stipulated Petition to apply to the Court at any time for such further orders and directions as may be necessary or appropriate for constructing this Stipulated Petition's terms, for modifying any of the injunctive provisions, for enforcing compliance, and for punishing violations, if any.

8.15 This Stipulated Petition becomes effective upon entry as an Order. No notice of entry of Stipulated Petition as an Order is required to be served upon Defendant.

8.16 This Stipulated Petition resolves all outstanding claims expressly identified in the Complaint filed in the above captioned matter. As no further matters remain pending, this is a final Stipulated Consent Petition to be entered as an Order.

8.17 Any notices or other documents required to be sent to the Parties pursuant to this Stipulated Petition shall be sent to the following addresses via first class and electronic mail, unless a different address is specified in writing by the party changing such address:

For the Commonwealth:

John M. Abel  
Senior Deputy Attorney General  
Attorney ID No. 47313  
Commonwealth of Pennsylvania  
Office of Attorney General  
15<sup>th</sup> Floor, Strawberry Square  
Harrisburg, Pennsylvania 17120  
Telephone: (717) 783-1439  
Facsimile: (717) 705-3795  
[jabel@attorneygeneral.gov](mailto:jabel@attorneygeneral.gov)

For Apple:

Winslow Taub  
Covington & Burling LLP  
415 Mission Street, Suite 5400  
San Francisco, CA 94105-2533  
[wtaub@cov.com](mailto:wtaub@cov.com)

Apple Inc.  
Attn: General Counsel  
1 Apple Park Way  
Cupertino, CA 95014

**CONSENT TO STIPULATED CONSENT PETITION FOR FINAL DECREE**

8.18 Defendant acknowledges that it has waived service of the Summons and Complaint, has read this Stipulated Consent Petition, and is aware of its right to a trial in this matter and has waived the same.

8.19 Defendant admits the jurisdiction of this Court and consents to the entry of the foregoing Stipulated Consent Petition.

8.20 Defendant states that no promise of any kind or nature whatsoever was made to induce it to enter into this Judgment and declares that it has entered into this Stipulated Consent Petition voluntarily.

8.21 This Stipulated Consent Petition is entered as a result of a compromise and a settlement agreement between the parties. Only the parties to this action may seek enforcement of this Stipulated Consent Petition. Nothing herein is intended to create a private right of action by other parties; however, this Stipulated Consent Petition shall not limit the rights of any private party to pursue any remedies allowed by law.

8.22 Defendant acknowledges that its acceptance of this Stipulated Consent Petition is for the purpose of settling the ongoing consumer fraud lawsuit filed by the State.

8.23 This Stipulated Consent Petition may be executed in counterparts and be delivered by facsimile or electronic transmission, or a copy thereof, such constituting an original counterpart hereof, all of which together will constitute one and the same document.

8.24 Defendant represents and warrants that the individual signing below on its behalf is duly appointed and authorized to do so.


**FOR THE PLAINTIFF:**  
COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO  
*Attorney General*

Date: 11/18/2020

By:   
KAREN C. MCRORY-NEGRIN  
*Senior Deputy Attorney General*  
Attorney ID No. 65029  
Commonwealth of Pennsylvania  
Office of Attorney General  
1600 Arch Street, Third Floor  
Philadelphia, Pennsylvania 19103  
Telephone: (215) 560-2414  
Facsimile: (215) 560-2494  
kmcrolynegrin@attorneygeneral.gov

Date: 11/18/2020

By:   
MATTHIAS C. CONATY  
*Deputy Attorney General*  
Attorney ID No. 321942  
Commonwealth of Pennsylvania  
Office of Attorney General  
1600 Arch Street, Third Floor  
Philadelphia, Pennsylvania 19103  
Telephone: (215) 560-2414  
Facsimile: (215) 560-2494  
mconaty@attorneygeneral.gov



**FOR THE DEFENDANT:**

APPLE INC.

Date: 11/17/20

By: Noreen Krall  
NOREEN KRALL  
*Vice President and Chief Litigation  
Counsel*

Date: 11/18/2020

DocuSigned by:  
By: Henry E. Hockeimer, Jr.  
3F2E7966CEAA467  
HANK HOCKEIMER  
Ballard Spahr LLP,  
Local Counsel for Apple Inc.

## **APPENDIX A**

## APPENDIX A

### Alaska

- Alaska Stat. §§ 45.50.471 *et seq.* Unfair Trade Practices and Consumer Protection Act

### Arizona

- Ariz. Rev. Stat. §§ 44-1521 *et seq.* Consumer Fraud Act

### Arkansas

- Ark. Code Ann. §§ 4-88-101 *et seq.* Deceptive Trade Practices Act

### California

- Cal. Bus. & Prof. Code §§ 17200 *et seq.* (West) Unfair Competition Law

### Connecticut

- Conn. Gen. Stat. §§ 42-110a *et seq.* Connecticut Unfair Trade Practices Act

### District of Columbia

- D.C. Code §§ 28-3901 *et seq.*

### Florida

- Fla. Stat. §§ 501.201 *et seq.* Deceptive and Unfair Trade Practices Act

### Hawaii

- Haw. Rev. Stat. § 480-2
- Haw. Rev. Stat. §§ 481A-1 *et seq.* Uniform Deceptive Trade Practice Act

### Idaho

- Idaho Code §§ 48-601 *et seq.* Consumer Protection Act

### Illinois

- 815 Ill. Comp. Stat. 505/1 *et seq.* Consumer Fraud and Deceptive Business Practices Act



## APPENDIX A

### Indiana

- Ind. Code §§ 24-5-0.5-1 *et seq.* Deceptive Consumer Sales Act

### Iowa

- Iowa Code §§ 714.16 *et seq.*

### Kansas

- Kan. Stat. Ann. §§ 50-623 *et seq.* Kansas Consumer Protection Act

### Kentucky

- Ky. Rev. Stat. Ann. §§ 367.110 *et seq.* (West) Consumer Protection Act

### Louisiana

- La. Rev. Stat. Ann. §§ 51:1401 *et seq.* Unfair Trade Practices and Consumer Protection Law

### Michigan

- Mich. Comp. Laws §§ 445.901 *et seq.* Consumer Protection Act

### Minnesota

- Minn. Stat. § 8.31
- Minn. Stat. §§ 325D.43 *et seq.* Uniform Deceptive Trade Practices Act
- Minn. Stat. §§ 325F.68 *et seq.* Prevention of Consumer Fraud Act

### Missouri

- Chapter 407 RSMo, Missouri Merchandising Practices Act

### Montana

- Mont. Code Ann. §§ 30-14-101 *et seq.* Unfair Trade Practices and Consumer Protection Act

## APPENDIX A

### Nebraska

- Neb. Rev. Stat. §§ 59-1601 *et seq.* Consumer Protection Act
- Neb. Rev. Stat. §§ 87-301 *et seq.* Uniform Deceptive Trade Practices Act

### Nevada

- NRS 598.0903 *et seq.* Deceptive Trade Practices Act

### New Jersey

- N.J. Stat. Ann. §§ 56:8-1 *et seq.* (West)

### North Carolina

- N.C. Gen. Stat. §§ 75-1.1 *et seq.* North Carolina Unfair and Deceptive Trade Practices Act

### North Dakota

- N.D. Cent. Code §§ 51-15-01 *et seq.*

### Ohio

- R.C. §§ 1345.01 *et seq.* Consumer Sales Practices Act,

### Oregon

- Or. Rev. Stat. §§ 646.605 *et seq.* Unlawful Trade Practices Law

### Pennsylvania

- 73 Pa. Stat. Ann. §§ 201-1 *et seq.* (West) Unfair Trade Practices and Consumer Protection Law

### South Carolina

- S.C. Code Ann. §§ 39-5-10 *et seq.* Unfair Trade Practices Act

### Tennessee

- Tenn. Code Ann. §§ 47-18-101 *et seq.* Consumer Protection Act

## APPENDIX A

### Texas

- Tex. Bus. & Com. Code §§ 17.41 *et seq.* Deceptive Trade Practices-Consumer Protection Act

### Utah

- Utah Code Ann. §§ 13-2-1 *et seq.* and 13-5-1 *et seq.* (West) Unfair Practices Act
- Utah Code Ann. §§ 13-11-1 *et seq.* (West) Consumer Sales Practices Act
- Utah Code Ann. §§ 13-11a-1 *et seq.* (West) Truth in Advertising

### Vermont

- Vt. Stat. Ann. tit. 9, §§ 2451 *et seq.* Consumer Fraud Act

### Virginia

- Va. Code §§ 59.1-196 *et seq.* Consumer Protection Act

### Wisconsin

- Wis. Stat. § 100.18
- Wis. Stat. §§ 100.20 *et seq.*



**COMMONWEALTH OF PENNSYLVANIA  
BY ATTORNEY GENERAL, JOSH SHAPIRO**

**v.**

**Defendant**

## STIPULATED CONSENT PETITION FOR FINAL DECREE

Case ID: 201101645  
Control No.: 20111583

Date: 11/18/2020

By: Matthias C. Conaty

MATTHIAS C. CONATY  
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Attorney ID No. 321942  
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**THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY  
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA  
CIVIL TRIAL DIVISION**

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**COMMONWEALTH OF PENNSYLVANIA  
BY ATTORNEY GENERAL, JOSH SHAPIRO**

**Plaintiff**

**v.**

**APPLE INC.**

**Defendant**

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: **NOVEMBER TERM, 2020**  
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: **NO. 01645**  
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: **CIVIL ACTION – EQUITY**  
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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the Commonwealth of Pennsylvania's Complaint in Equity, Stipulated Consent Petition for Final Decree, and Proposed Order, all for the above-captioned matter, were served on the following via Electronic Mail and United States Postal Service First Class Mail, postage prepaid, on the date noted below:

WINSLOW TAUB, ESQ.  
Covington & Burling LLP  
415 Mission Street, Suite 5400  
San Francisco, CA 94105-2533  
wtaub@cov.com  
*Counsel for Apple Inc.*

APPLE INC.  
General Counsel  
1 Apple Park Way  
Cupertino, CA 95014

HANK HOCKEIMER, ESQ.  
Ballard Spahr LLP  
1735 Market Street, 51<sup>st</sup> Floor  
Philadelphia, PA 10103  
hockeimerh@ballardspahr.com  
*Counsel for Apple Inc.*

Date: 11/18/2020

By: 

KAREN C. MCRORY-NEGRIN  
*Senior Deputy Attorney General*  
Attorney I.D. No. 65029  
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Philadelphia, Pennsylvania 19103  
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kmcroynegrin@attorneygeneral.gov

Date: 11/18/2020

By: 

MATTHIAS C. CONATY  
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