

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

JOSE TRUJILLO, individually and on behalf of all  
others similarly situated,

Plaintiff,

v.

APPLE COMPUTER, INC., a California  
corporation and AT&T MOBILITY LLC, a  
Georgia corporation,

Defendants.

CASE NO.: 07-CV-04946

Judge Kennelly

**DECLARATION OF ARIN KNUTH IN SUPPORT OF APPLE'S MOTION FOR  
SUMMARY JUDGMENT**

I, Arin Knuth, declare as follows:

1. I am employed by Apple Inc ("Apple") in the corporate executive relations group. In that capacity, my responsibilities include customer service and support for the iPhone. I am familiar with Apple's limited warranty for the iPhone, with Apple's service policies with respect to iPhone batteries, and with Apple's policies for customer returns. I make this declaration in support of Apple's Motion for Summary Judgment in the above-captioned matter. I have personal knowledge of the facts stated in this declaration and I could and would testify competently to them if called upon to do so.
2. A true and correct copy of Apple's one-year limited warranty for the iPhone is attached hereto as Exhibit A.
3. Under Apple's warranty policies, Apple would replace an iPhone battery if it dropped below fifty percent (50%) of its original capacity in the first year of purchase.

4. Under Apple's product return policy, a customer who purchases an iPhone from Apple has fourteen (14) days from the date of purchase to return the product for any reason.

5. I conducted a search of Apple's customer and service records for information. According to those records, Plaintiff Jose Trujillo purchased an iPhone on July 5, 2007. Apple has no record of any battery-related complaints or requests for repair concerning the Plaintiff's iPhone.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct and that this declaration was executed at Cupertino, California on December 5, 2007.

/s/ Arin Knuth  
Arin Knuth

Declaration of Arin Knuth

Exhibit A

## Apple One (1) Year Limited Warranty

Apple's warranty obligations for this hardware product are limited to the terms set forth below:

Apple Inc. ("Apple") warrants this Apple-branded hardware product against defects in materials and workmanship under normal use for a period of ONE (1) YEAR from the date of retail purchase by the original end-user purchaser ("Warranty Period"). If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, Apple will either (1) repair the hardware defect at no charge, using new or refurbished replacement parts, (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product. Apple may request that you replace defective parts with new or refurbished user-installable parts that Apple provides in fulfillment of its warranty obligation. A replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by Apple, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes Apple's property. Parts provided by Apple in fulfillment of its warranty obligation must be used in products for which warranty service is claimed. When a refund is given, the product for which the refund is provided must be returned to Apple and becomes Apple's property.

### EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only to hardware products manufactured by or for Apple that can be identified by the "Apple" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-Apple hardware products or any software, even if packaged or sold with Apple hardware. Manufacturers, suppliers, or publishers, other than Apple, may provide their own warranties to the end user purchaser, but Apple, in so far as permitted by law, provides their products "as is". Software distributed by Apple with or without the Apple brand name (including, but not limited to system software) is not covered under this Limited Warranty. Refer to the licensing agreement accompanying the software for details of your rights with respect to its use.

Apple does not warrant that the operation of the product will be uninterrupted or error-free. Apple is not responsible for damage arising from failure to follow instructions relating to the product's use.

This warranty does not apply: (a) to damage caused by use with non-Apple products; (b) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (c) to damage caused by operating the product outside the permitted or intended uses described by Apple; (d) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Apple or an Apple Authorized Service Provider ("AASP"); (e) to a product or part that has been modified to alter functionality or capability without the written permission of Apple; (f) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (g) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; or (h) if any Apple serial number has been removed or defaced.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. APPLE'S RESPONSIBILITY FOR HARDWARE DEFECTS IS LIMITED TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY APPLE IN ITS SOLE DISCRETION. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THIS LIMITED WARRANTY. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE EXPIRATION OF THE LIMITED WARRANTY PERIOD. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU. No Apple reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, APPLE IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH APPLE PRODUCTS AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

### OBTAINING WARRANTY SERVICE

Please access and review the online help resources referred to in the documentation accompanying this hardware product before requesting warranty service. If the product is still not functioning properly after making use of these resources, please contact the Apple representatives or, if applicable, an Apple owned retail store ("Apple Retail") or AASP located using the information provided in the documentation. When contacting Apple via telephone, other charges may apply depending on your location. When calling, an Apple representative or AASP will help determine whether your product requires service and, if it does, will inform you how Apple will provide it. You must assist in diagnosing issues with your product and follow Apple's warranty processes.

Apple may restrict service to the fifty states of the United States of America and the District of Columbia, and provide warranty service (i) at an Apple Retail or AASP location, where service is performed at the location, or the Apple Retail or AASP may send the product to an Apple repair service location for service, (ii) by sending you prepaid way bills (and if you no longer have the original packaging, Apple may send you packaging material) to enable you to ship the product to Apple's repair service location for service, or (iii) by sending you new or refurbished customer-installable replacement product or parts to enable you to service or exchange your own product ("DIY Service"). Upon receipt of the replacement product or part, the original product or part becomes the property of Apple and you agree to follow instructions, including, if required, arranging the return of original product or part to Apple in a timely manner. When providing DIY Service requiring the return of the original product or part, Apple may require a credit card

authorization as security for the retail price of the replacement product or part and applicable shipping costs. If you follow instructions, Apple will cancel the credit card authorization, so you will not be charged for the product or part and shipping costs. If you fail to return the replaced product or part as instructed, Apple will charge the credit card for the authorized amount.

Service options, parts availability and response times may vary. Service options are subject to change at any time. In accordance with applicable law, Apple may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service. Please refer to the accompanying documentation for more details on this and other matters on obtaining warranty service.

Apple will maintain and use customer information in accordance with the Apple Customer Privacy Policy accessible at [www.apple.com/legal/privacy](http://www.apple.com/legal/privacy).

If your product is capable of storing software programs, data and other information, you should protect its contents against possible operational failures. Before you deliver your product for warranty service it is your responsibility to keep a separate backup copy of the contents and disable any security passwords. **THE CONTENTS OF YOUR PRODUCT WILL BE DELETED AND THE STORAGE MEDIA REFORMATTED IN THE COURSE OF WARRANTY SERVICE.** Your product will be returned to you configured as originally purchased, subject to applicable updates. You will be responsible for reinstalling all other software programs, data and passwords. Recovery and reinstallation of software programs and user data are not covered under this Limited Warranty.

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