

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA

CASE NO. _____

DONYALE SWANN, a Florida Citizen
and Resident,

Plaintiff,

v.

APPLE, INC., a Foreign Corporation,
APPLE SOUTH ASIA (THAILAND)
LTD., a Foreign Corporation, HUIZHOU
DESAY BATTERY CO., LTD., a Foreign
Corporation, T-MOBILE SOUTH, LLC, a
Foreign Limited Liability Company, and
T-MOBILE US, INC. a Foreign
Corporation,

Defendants.

_____ /

NOTICE OF REMOVAL

Defendant, Apple Inc. (hereinafter “Apple”) (incorrectly sued herein as “Apple South Asia (Thailand)”), by and through its undersigned counsel, hereby files this Notice of Removal in the above-styled cause to the United States District Court, Middle District of Florida, on the following grounds:

PROCEDURAL AND FACTUAL BACKGROUND

1. This cause was originally filed by the Plaintiff on June 17, 2026, in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida, as

Case No. 2026-CA-006458-0.

2. Apple was served with the Summons and Complaint on June 23, 2026.

3. The Complaint alleges that an Apple iPhone purchased from T-Mobile ignited a fire in Plaintiff's bedroom and caused personal injuries. *See generally*, Exhibit A, Complaint. Plaintiff asserts twenty-eight claims against five defendants under various theories of strict product liability and negligence. *See generally, id.*

4. The Complaint alleges that Plaintiff seeks in excess of \$50,000 for physical injury and emotional distress. *See* Exhibit A. Plaintiff's pre-suit letter demanded to resolve the case for in excess of \$75,000. *See* Exhibit B, Settlement Demand Letter. The civil cover sheet asserts that the amount in controversy exceeds \$100,000. *See* Exhibit A.

BASIS OF REMOVAL

5. This Court has jurisdiction over this action because there is complete diversity among the parties and the amount in controversy exceeds \$75,000. *See* 28 U.S.C. §§ 1332, 1441(b). Venue is also proper in this Court because the United States District Court for the Middle District of Florida is the federal judicial district embracing Orange County, where the state court action was originally filed. 28 U.S.C. §§ 1441(a), 1446(a).

DIVERSITY OF CITIZENSHIP

6. The diversity of citizenship requirement under 28 U.S.C. § 1332(a) is

met.

7. “With respect to the diversity jurisdiction of the federal courts, citizenship has the same meaning as domicile.” *Stine v. Moore*, 213 F.2d 446, 448 (5th Cir. 1954). “[T]he place of residence is prima facie the domicile . . .” *Id.*

8. Plaintiff’s Complaint alleges that “[a]t all material times, the Plaintiff, DONYALE SWANN ("PLAINTIFF"), was over the age of eighteen (18), a citizen, and a resident of Orange County, Florida.” *See* Exhibit A ¶ 2.

9. Additionally, before suit was filed, Apple received from Plaintiff’s counsel a Settlement Demand Letter dated May 15, 2026, with medical records and bills that referenced a home address for Plaintiff in Orlando, Florida. A redacted copy of the May 15, 2026 letter, with a medical bill referencing the Florida address is attached hereto as Exhibit **B**.

10. Therefore, Plaintiff is domiciled in and a citizen of the State of Florida. *See Stine*, 213 F.2d at 448.

11. “For purposes of diversity jurisdiction, a corporation is a citizen of both the state where it is incorporated and the state where it has its principal place of business[,]” and “[a] limited liability company is a citizen of any state of which a member of the company is a citizen.” *Rolling Greens MHP, L.P. v. Comcast SCH Holdings L.L.C.*, 374 F.3d 1020, 1022 (11th Cir. 2004); *Werner v. Busch Entm’t Corp.*, 2006 WL 2644920, 1 (M.D. Fla. Sept. 14, 2006) (citing *MacGinnitie v. Hobbs*

Group LLC, 420 F.3d 1234, 1239 (11th Cir. 2005)).

12. When a corporation’s physical activities are dispersed across several states, the principal place of business is the location of the corporation’s corporate offices or headquarters. *See Hertz Corp. v. Friend*, 130 S. Ct. 1181 (2010).

13. Plaintiff alleges that “Defendant APPLE, INC. (APPLE) was and is a foreign corporation with its principal place of business at One Apple Park Way in Cupertino, California, 95014[.]” Exhibit A ¶ 3.

14. Apple is registered with the Florida Secretary of State as a California corporation. *See Exhibit C*.

15. The Florida Secretary of State’s records, including those public records found online at the Secretary of State’s website at www.sunbiz.org, such as the 2026 Annual Report of Apple, confirm that Apple’s principal place of business and principal address are in California. *See Exhibit D*.

16. Accordingly, Apple is a citizen of the State of California for the purposes of 28 U.S.C. §1332.

17. Plaintiff alleges that “Defendant, APPLE SOUTH ASIA (THAILAND) LTD. (APPLE SA), was and is a foreign corporation with its principal place of business at The Offices at CentralWorld Building, 4th Floor, Room No. HH4401-6, and HH4408-9, 999/9 Rama 1 Road, Pathumwan Sub-district, Pathumwan District, Bangkok 10330, Thailand[.]” Exhibit A ¶ 7.

18. Apple South (Thailand) Asia is a wholly owned subsidiary of Apple with headquarters in Thailand.

19. Accordingly, Apple South (Thailand) Asia is a citizen of Thailand.

20. Plaintiff alleges that “Defendant, HUIZHOU DESAY BATTERY CO., LTD., (HUIZHOU) was and is a foreign corporation with its principal place of business at No.12, Guangtal Road, HuinanHigh-tech Industrial Park, Huizhou, Guangdong Province, China[.]” Exhibit A ¶ 9.

21. Upon information and belief, Huizhou Desay Battery Co., Ltd. is a citizen of China. It is not a citizen of the State of Florida.

22. Plaintiff alleges that “Defendant, T-MOBILE SOUTH LLC (T-MOBILE FLORIDA), was and is a foreign limited liability company with its Principal Address at 12920 SE 38th Street, Bellevue, Washington[.]” Exhibit A ¶ 12.

23. T-Mobile South LLC is registered with the Florida Secretary of State as a Delaware limited liability company. *See* Exhibit E. The sole member of T-Mobile South LLC is T-Mobile USA, Inc., which is registered with the Florida Secretary of State as a Delaware corporation. *See* Exhibit F.

24. The Florida Secretary of State’s records, including those public records found online at the Secretary of State’s website at www.sunbiz.org, such as the 2026 Amended Annual Report of T-Mobile South LLC, confirm that T-Mobile South

LLC's principal place of business and principal address are in the State of Washington. *See* Exhibit **G**.

25. The Florida Secretary of State's records, including those public records found online at the Secretary of State's website at www.sunbiz.org, such as the 2026 Amended Annual Report of T-Mobile USA, Inc., confirm that T-Mobile USA, Inc.'s principal place of business and principal address are in the State of Washington. *See* Exhibit **H**.

26. Accordingly, T-Mobile South LLC is a citizen of the States of Delaware and Washington.

27. Plaintiff alleges that "Defendant, T-MOBILE US, INC. (T-MOBILE), was and is a foreign limited liability company with its Principal Address at 12920 SE 38th Street, Bellevue, Washington[.]" Exhibit A ¶ 15.

28. T-Mobile US, Inc. is registered with the Delaware Secretary of State as a Delaware corporation. *See* Exhibit **I**. The United States Securities and Exchange Commission Form 10-K filed by T-Mobile US, Inc. confirms that its principal place of business is located in the State of Washington. *See* Exhibit **J**.

29. Accordingly, T-Mobile US, Inc. is a citizen of the State of Delaware and Washington.

30. As Plaintiff and Defendants are citizens of different states, complete diversity of citizenship exists under 28 U.S.C. § 1332.

AMOUNT IN CONTROVERSY

31. The amount in controversy requirement under 28 U.S.C. § 1332(a) is also met. Plaintiffs' Complaint does not specify the amount of damages but alleges that "[t]his is an action for damages seeking more than \$50,000 (Fifty Thousand Dollars), exclusive of attorneys' fees, interest and costs." Exhibit A ¶ 1.

32. When it is not apparent from the face of the Complaint that the jurisdictional amount is met, the Court can consider "other papers" received by the defendant to determine if the case is removable. *See Jade East Towers Developers v. Nationwide Mutual Ins. Co.*, 936 F.Supp. 890 (N.D.Fla.1996).

33. Before suit was filed, Apple received from Plaintiff's counsel a Settlement Demand Letter dated May 15, 2026, seeking in excess of \$75,000 to resolve the case, "[g]iven the catastrophic damages in this case, the permanent scarring and disfigurement suffered by Ms. Swann, [and] her past and future pain and suffering[.]" *See* Exhibit B.

34. Plaintiff's settlement demand letter also includes a detailed analysis of Plaintiff's injuries, claimed medical treatment, anticipated future treatment, and non-economic damages. Plaintiff's settlement demand is based on Plaintiff's assessment of the value of her damages and her medical professionals' advice. In describing Plaintiff's valuation of the claim, the settlement demand letter stated, "this case will likely result in a high seven or possibly eight-figure damage award at trial." *See id.*

35. Further, the Civil Cover Sheet filed with Plaintiffs' Complaint in State Court indicated that the "Amount of Claim" is estimated at "over \$100,000.00". Exhibit A. *See Chase v. Holiday CVS, LLC*, 22-CV-20752, 2022 WL 2135446, at *3 (S.D. Fla. May 13, 2022) (noting that, while the Civil Cover Sheet alone does not establish the amount in controversy for removal purposes, it can be considered along with other information for the Court to evaluate the amount in controversy); *see also Jones v. Dollar Tree Stores, Inc.*, 3:23-CV-421-TJC-LLL, 2023 WL 3735723, at *2 (M.D. Fla. May 31, 2023).

36. Accordingly, the amount in controversy exceeds \$75,000.

REMOVAL IS TIMELY

37. Apple is timely filing this Notice of Removal within 30 days of being served with Plaintiff's Complaint. *See* 28 U.S.C. §§ 1446(b), (c).

38. A defendant may file a notice of removal within 30 days of receipt of Plaintiff's initial pleading and from which the amount in controversy can be determined. *See* 28 U.S.C. §§ 1446(b)(1), (c)(2)(B).

39. As Apple was served with the Complaint on June 23, 2026, the Notice of Removal is timely.

OTHER PROCEDURAL REQUIREMENTS ARE MET

40. Pursuant to 28 U.S.C. § 1446(a), a copy of all process, pleadings, and papers served and filed in the aforementioned state court action is attached to this

Notice of Removal as Exhibit K.

41. Pursuant to 28 U.S.C. §1446(d), Apple is serving a copy of this Notice of Removal on all parties through their counsel of record. Notice of the filing of this Notice of Removal will be filed with the Clerk of the Circuit Court of the Eleventh Circuit in and for Miami-Dade, Florida.

42. Upon information and belief, APPLE SOUTH ASIA (THAILAND) LTD. and HUIZHOU DESAY BATTERY CO., LTD., have not yet been served and, pursuant to 28 USC §1446(b)(2)(A), consent to removal is not required.

43. The remaining Defendants of T-Mobile South LLC and T-Mobile US, Inc are both represented by undersigned counsel and consent to this removal.

44. Apple reserves the right to amend or supplement this Notice of Removal and to assert any and all defenses and objections.

WHEREFORE, Defendant Apple requests that this Court assume jurisdiction of this case and approve the Notice of Removal.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing was filed and electronically served on this 23rd day of July 2026, to: CLARK, FOUNTAIN, LITTKY-RUBIN & WHITMAN, LLP, Ben J. Whitman, Esq., bwhitman@clarkfountain.com, and Daniel D. Walker, Esq., dwalker@clarkfountain.com, Counsel for Plaintiff, 3601 PGA Blvd., Suite 300 Palm Beach Gardens, FL 33410.

CLARKE SILVERGLATE PA
*Attorneys for Apple Inc., T-Mobile South
LLC and T-Mobile US, Inc.*

By: /s/ Shawn Y. Libman
Shawn Y. Libman
Fla. Bar No. 10544
Megan Thermes
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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

DONYALE SWANN

(b) County of Residence of First Listed Plaintiff Orange County
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Ben J. Whitman and Daniel D. Walker, Clark, Fountain, Littky-Rubin & Whitman LLP, 3601 PGA Blvd., Suite 300 Palm Beach Gardens, FL 33410, Tele (561) 899-2100, Fax (561) 832-3580

DEFENDANTS

Apple Inc., T-Mobile South LLC and T-Mobile US, Inc.

County of Residence of First Listed Defendant Santa Clara County, CA
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Apple Inc.: Shawn Libman, Esq., Clarke Silvergate, P.A.
5301 Blue Lagoon Dr., 9th Floor, Miami, FL 33126
Tele (305) 347-1559, Fax (305) 377-3001 (See P2 for Co-Defendants)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☒ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | ☒ 1 | ☐ 1 | Incorporated or Principal Place of Business In This State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated and Principal Place of Business In Another State | ☐ 5 | ☒ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice PERSONAL INJURY ☒ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other LABOR ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 840 Trademark SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 375 False Claims Act ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education PRISONER PETITIONS Habeas Corpus: ☐ 463 Alien Detainee ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 USC § 1441(b)
Brief description of cause:
Plaintiffs allege damages due to products liability and negligence by Defendants

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$** _____ **CHECK YES only if demanded in complaint:**
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE

07/23/2026

SIGNATURE OF ATTORNEY OF RECORD

/s/ Shawn Libman

FOR OFFICE USE ONLY

RECEIPT # _____

AMOUNT _____

APPLYING IFP _____

JUDGE _____

MAG. JUDGE _____

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA

CASE NO.

DONYALE SWANN, a Florida Citizen
and Resident,

Plaintiff,

v.

APPLE INC., a Foreign Corporation,
APPLE SOUTH ASIA (THAILAND)
LTD., a Foreign Corporation, HUIZHOU
DESAY BATTERY CO., LTD., a Foreign
Corporation, T-MOBILE SOUTH, LLC, a
Foreign Limited Liability Company, and T-
MOBILE US, INC. a Foreign Corporation,

Defendants.

/

PAGE 2 OF CIVIL COVER SHEET

COUNSEL FOR DEFENDANTS

T-Mobile South LLC and T-Mobile US, Inc.

Shawn Libman, Esq. and Megan Thermes, Esq.
Clarke Silvergate, P.A.
5301 Blue Lagoon Dr., 9th Floor, Miami, FL 33126
Tele (305) 347-1559, Fax (305) 377-3001

County of Residence: Delaware and Washington

EXHIBIT A

FORM 1.997. CIVIL COVER SHEET

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner with the Clerk of Court for the purpose of reporting uniform data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

I. CASE STYLE

IN THE CIRCUIT/COUNTY COURT OF THE NINTH JUDICIAL CIRCUIT,
IN AND FOR ORANGE COUNTY, FLORIDA

Donyale Swann
Plaintiff

Case # _____
Judge _____

vs.

Apple Inc, APPLE SOUTH ASIA THAILAND LTD, HUIZHOU DESAY BATTERY CO LTD, T
MOBILE SOUTH LLC, T MOBILE US INC
Defendant

II. AMOUNT OF CLAIM

Please indicate the estimated amount of the claim, rounded to the nearest dollar. The estimated amount of the claim is requested for data collection and clerical processing purposes only. The amount of the claim shall not be used for any other purpose.

- ☐ \$8,000 or less
☐ \$8,001 - \$30,000
☐ \$30,001- \$50,000
☐ \$50,001- \$75,000
☐ \$75,001 - \$100,000
☒ over \$100,000.00

III. TYPE OF CASE (If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x on both the main category and subcategory lines.

CIRCUIT CIVIL

- ☐ Condominium
- ☐ Contracts and indebtedness
- ☐ Eminent domain
- ☐ Auto negligence
- ☐ Negligence—other
 - ☐ Business governance
 - ☐ Business torts
 - ☐ Environmental/Toxic tort
 - ☐ Third party indemnification
 - ☐ Construction defect
 - ☐ Mass tort
 - ☐ Negligent security
 - ☐ Nursing home negligence
 - ☐ Premises liability—commercial
 - ☐ Premises liability—residential
- ☒ Products liability
- ☐ Real Property/Mortgage foreclosure
 - ☐ Commercial foreclosure
 - ☐ Homestead residential foreclosure
 - ☐ Non-homestead residential foreclosure
 - ☐ Other real property actions
- ☐ Professional malpractice
 - ☐ Malpractice—business
 - ☐ Malpractice—medical
 - ☐ Malpractice—other professional
- ☐ Other
 - ☐ Antitrust/Trade regulation
 - ☐ Business transactions
 - ☐ Constitutional challenge—statute or ordinance
 - ☐ Constitutional challenge—proposed amendment
 - ☐ Corporate trusts
 - ☐ Discrimination—employment or other
 - ☐ Insurance claims
 - ☐ Intellectual property
 - ☐ Libel/Slander
 - ☐ Shareholder derivative action
 - ☐ Securities litigation
 - ☐ Trade secrets
 - ☐ Trust litigation

COUNTY CIVIL

- ☐ Small Claims up to \$8,000
- ☐ Civil
- ☐ Real property/Mortgage foreclosure

- ☐ Replevins
- ☐ Evictions
 - ☐ Residential Evictions
 - ☐ Non-residential Evictions
- ☐ Other civil (non-monetary)

COMPLEX BUSINESS COURT

This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order. Yes ☐ No ☒

IV. REMEDIES SOUGHT (check all that apply):

- ☒ Monetary;
- ☐ Nonmonetary declaratory or injunctive relief;
- ☐ Punitive

V. NUMBER OF CAUSES OF ACTION: []
(Specify)

28

VI. IS THIS CASE A CLASS ACTION LAWSUIT?

- ☐ yes
- ☒ no

VII. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?

- ☒ no
- ☐ yes If "yes," list all related cases by name, case number, and court.

VIII. IS JURY TRIAL DEMANDED IN COMPLAINT?

- ☒ yes
- ☐ no

IX. DOES THIS CASE INVOLVE ALLEGATIONS OF SEXUAL ABUSE?

- ☐ yes
- ☒ no

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of Judicial Administration 2.425.

Signature: s/ Daniel D Walker
Attorney or party

Fla. Bar # 1018257
(Bar # if attorney)

Daniel D Walker
(type or print name)

06/17/2026
Date

DONYALE SWANN, a Florida Citizen and Resident,

Plaintiff,

vs.

APPLE, INC., a Foreign Corporation, APPLE SOUTH ASIA (THAILAND) LTD., a Foreign Corporation, HUIZHOU DESAY BATTERY CO., LTD., a Foreign Corporation, T-MOBILE SOUTH, LLC, a Foreign Limited Liability Company, and T-MOBILE US, INC. a Foreign Corporation,

Defendants.

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA.

CASE NO.:

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, DONYALE SWANN, by and through her undersigned attorneys, sues the Defendants, APPLE, INC., a Foreign Corporation, APPLE SOUTH ASIA (THAILAND) LTD., a Foreign Corporation, HUIZHOU DESAY BATTERY CO., LTD., a Foreign Corporation, T-MOBILE SOUTH, LLC, a Foreign Limited Liability Company, and T-MOBILE US, INC. a Foreign Corporation.

DESCRIPTION OF THE PARTIES, JURISDICTION AND VENUE

1. This is an action for damages seeking more than \$50,000.00 (Fifty Thousand Dollars), exclusive of attorneys' fees, interest and costs. Plaintiff hereby demands a trial by jury. To file this Complaint, an Order of the Supreme Court of Florida requires undersigned counsel to contemporaneously complete a civil cover sheet with a dollar figure as an estimated amount of claim for data collection and clerical processing purposes only. The full monetary value of the damages suffered by Plaintiff is yet to be determined and will be decided in a verdict by the jury that judges the facts of this action in compliance with Article I, Section 21, Florida Constitution.

2. At all times material, the Plaintiff, DONYALE SWANN ("PLAINTIFF"), was over the age of eighteen (18), a citizen, and a resident of Orange County, Florida.

3. At all times material, Defendant APPLE, INC. (APPLE) was and is a foreign corporation with its principal place of business at One Apple Park Way in Cupertino, California, 95014, with a Registered Agent in Florida, authorized to do business and doing business throughout the State of Florida, and engaged in the business of researching, designing, testing, constructing, manufacturing, assembling, inspecting, recalling, servicing, warranting, modifying, advertising, producing, promoting, marketing, distributing, selling, and distributing cellular phones through retail distributors, including but not limited to the subject cellular phone involved in this case, within the State of Florida.

4. Defendant, APPLE, maintains a national network that includes stores and other retail outlets throughout Florida, and all times material, APPLE inspected, shipped, sold and/or delivered the subject cellular phone in Florida for sale at the conclusion of the manufacturing process, placing the Subject iPhone into the stream of commerce in Florida.

5. This Court has jurisdiction over Defendant, APPLE, pursuant to Section 48.193(1) *et. seq.*, Florida Statutes because it personally and/or through its agents:

- a. Committed a tortious act within this state by designing, manufacturing, engineering, selling, delivering, and/or maintaining defective cellular phones and component parts, to persons, firms, or corporations in this State via its distributors, dealers and retailers. Such cellular phones were purchased in the State of Florida in the ordinary course of commerce and trade;
- b. Conducts and engages in substantial business and other activities in Florida by selling cellular phones and component parts, to persons, firms, or corporations in this state via its distributors, wholesalers, dealers and brokers. Such cellular phones were purchased by

consumers in the State of Florida in the ordinary course of commerce and trade and specifically in Orange County, Florida;

- c. Sells cellular phones and/or component parts with knowledge or reason to foresee that its cellular phones and/or component parts would be shipped in interstate commerce and would reach the market of Florida and its users or consumers;
- d. Voluntarily qualified to conduct business in this state by registering with the Florida Department of State and designating a resident agent for service and process in Florida.

6. This Court has jurisdiction over Defendant, APPLE, pursuant to Section 48.193(2) because it has engaged in substantial and not isolated activity in this State.

7. At all times material, Defendant, APPLE SOUTH ASIA (THAILAND) LTD. (APPLE SA), was and is a foreign corporation with its principal place of business at The Offices at CentralWorld Building, 4th Floor, Room No. HH4401-6, and HH4408-9, 999/9 Rama 1 Road, Pathumwan Sub-district, Pathumwan District, Bangkok 10330, Thailand, authorized to do business and doing business throughout the State of Florida, and engaged in the business of researching, designing, testing, constructing, manufacturing, assembling, inspecting, recalling, servicing, warranting, modifying, advertising, producing, promoting, marketing, distributing, selling, and distributing cellular phone batteries, including but not limited to the Subject iPhone battery involved in this case, within the State of Florida.

8. This Court has jurisdiction over Defendant APPLE SA, pursuant to Section 48.193(1) *et. seq.*, Florida Statutes because it personally and/or through its agents:

- a. Committed a tortious act within this state by designing, engineering, manufacturing, marketing, servicing, selling, importing, and/or distributing the defective batteries for cellular phones, to persons, firms,

or corporations in this state via its distributors, dealers, and/or wholesalers. Such defective batteries was/were purchased and/or used by consumers in Florida, including the Plaintiff, in the ordinary course of commerce and trade and specifically in Orange County, Florida;

- b. Conducts and engages in substantial business and other activities in Florida by designing, engineering, manufacturing, marketing, servicing, selling, importing, and/or distributing electronic consumer goods, including batteries for cellular phones, to persons, firms, or corporations in this state via its distributors, wholesalers and/or dealers. Such electronic consumer goods, including batteries for cellular phones, were purchased and/or used by consumers in Florida in the ordinary course of commerce and trade and specifically in Orange County, Florida;
- c. Sells electronic consumer goods, including batteries for cellular phones, and/or component parts with knowledge or reason to foresee that its products and/or component parts would be shipped in interstate commerce and would reach the market of Florida and its users or consumers.

9. At all times material, Defendant, HUIZHOU DESAY BATTERY CO., LTD., (HUIZHOU) was and is a foreign corporation with its principal place of business at No.12, Guangtal Road, HuinanHigh-tech Industrial Park, Huizhou, Guangdong Province, China, authorized to do business and doing business throughout the State of Florida, and engaged in the business of researching, designing, testing, constructing, manufacturing, assembling, inspecting, recalling, servicing, warranting, modifying, advertising, producing, promoting, marketing, distributing, selling, and distributing cellular phone batteries, including but not limited to the Subject iPhone battery involved in this case, within the State of Florida.

10. This Court has jurisdiction over Defendant, HUIZHOU, pursuant to Section 48.193(1) *et. seq.*, Florida Statutes because it personally and/or through its agents:

- a. Committed a tortious act within this state by designing, engineering, manufacturing, marketing, servicing, selling, importing, and/or distributing the defective batteries for cellular phones, to persons, firms, or corporations in this state via its distributors, dealers, and/or wholesalers. Such defective power bank(s) and/or batteries was/were purchased and/or used by consumers in Florida, including the Plaintiff, in the ordinary course of commerce and trade and specifically in Orange County, Florida;
- b. Conducts and engages in substantial business and other activities in Florida by designing, engineering, manufacturing, marketing, servicing, selling, importing, and/or distributing electronic consumer goods, including batteries for cellular phones, to persons, firms, or corporations in this state via its distributors, wholesalers and/or dealers. Such electronic consumer goods, including batteries for cellular phones, were purchased and/or used by consumers in Florida in the ordinary course of commerce and trade and specifically in Orange County, Florida;
- c. Sells electronic consumer goods, including power banks and/or batteries for cellular phones, and/or component parts with knowledge or reason to foresee that its products and/or component parts would be shipped in interstate commerce and would reach the market of Florida and its users or consumers.

11. This Court has jurisdiction over Defendant, HUIZHOU pursuant to Section 48.193(2) because it has engaged in substantial and not isolated activity in this State.

12. At all times material, Defendant, T-MOBILE SOUTH LLC (T-MOBILE FLORIDA), was and is a foreign limited liability company with its Principal Address at 12920 SE 38th Street, Bellevue, Washington, with a Registered Agent in Florida, and authorized to do business and doing business throughout the State of Florida, including at Store #9268 it was operating at 2300 South Kirkman Road, Suite 108, Orlando, Florida 32811, and was and is engaged in the business of advertising, promoting, marketing, distributing, selling, financing, and distributing cellular phones as a retail distributor, including but not limited to the subject iPhone 12 Pro Max, (SUBJECT PHONE) involved in this case, within the State of Florida.

13. This Court has jurisdiction over Defendant, T-MOBILE FLORIDA, pursuant to Section 48.193(1) *et. seq.*, Florida Statutes because it personally and/or through its agents:

- a. Committed a tortious act within this state by selling, distributing and/or delivering, defective cellular phones and component parts, to persons, firms, or corporations in this State in the ordinary course of commerce and trade;
- b. Conducts and engages in substantial business and other activities in Florida by operating and maintaining a retail store where it sells, and services cellular phones and component parts to consumers in the State of Florida in the ordinary course of commerce and trade and specifically in Orange County, Florida;
- c. Voluntarily qualified to conduct business in this state by registering with the Florida Department of State and designating a resident agent for service and process in Florida.

14. This Court has jurisdiction over Defendant, T-MOBILE FLORIDA, pursuant to Section 48.193(2) because it has engaged in substantial and not isolated activity in this State by operating and maintaining a retail store.

15. At all times material, Defendant, T-MOBILE US, INC. (T-MOBILE), was and is a foreign limited liability company with its Principal Address at 12920 SE 38th Street, Bellevue, Washington, with a Registered Agent in Florida, and authorized to do business and doing business throughout the State of Florida, including at Store #9268 it was operating at 2300 South Kirkman Road, Suite 108, Orlando, Florida 32811, and was and is engaged in the business of advertising, promoting, marketing, distributing, selling, financing, and distributing cellular phones as a retail distributor, including but not limited to the Subject iPhone involved in this case, within the State of Florida.

16. This Court has jurisdiction over Defendant, T-MOBILE pursuant to Section 48.193(1) *et. seq.*, Florida Statutes because it personally and/or through its agents:

- a. Committed a tortious act within this state by selling, distributing and/or delivering, defective cellular phones and component parts, to persons, firms, or corporations in this State in the ordinary course of commerce and trade;
- b. Conducts and engages in substantial business and other activities in Florida by operating and maintaining a retail store where it sells, and services cellular phones and component parts to consumers in the State of Florida in the ordinary course of commerce and trade and specifically in Orange County, Florida;
- c. Sells cellular phones and/or component parts with knowledge or reason to foresee that its cellular phones and/or component parts would be shipped in interstate commerce and would reach the market of Florida and its users or consumers;

d. Voluntarily qualified to conduct business in this state by registering with the Florida Department of State and designating a resident agent for service and process in Florida.

17. This Court has jurisdiction over Defendant, T-MOBILE pursuant to Section 48.193(2) because it has engaged in substantial and not isolated activity in this State.

18. Venue is appropriate and proper in Orange County, Florida pursuant to sections 47.011, Florida Statutes as the cause of action accrued there.

ALLEGATIONS COMMON TO ALL COUNTS

19. At all times materials hereto, the Defendants, APPLE, APPLE SA, and HUIZHOU, were engaged in the business of designing, manufacturing, inspecting, servicing, distributing, marketing, advertising, and/or selling consumer products, including the Subject iPhone.

20. At all times material, Defendants, APPLE, APPLE SA, and HUIZHOU, designed, manufactured, inspected, serviced, distributed, advertised, marketed and/or sold the Subject iPhone and/or its components, placing it and its component parts into the stream of commerce in the State of Florida, and more specifically, Orange County, intending it to be used in the manner that it was being used at the time of Plaintiff's injuries.

21. At all times material, Defendants, APPLE, APPLE SA, and HUIZHOU, designed, manufactured, inspected, serviced, distributed, marketed and/or sold the Subject iPhone and/or its components in a defective manner, failing to perform and function as safely as an ordinary consumer would expect when using it in an intended or reasonably foreseeable manner, by causing the incident.

22. At all times materials hereto, the Defendants, T-MOBILE FLORIDA and T-MOBILE, were engaged in the business of advertising, marketing, selling, and/or distributing consumer products, including the Subject iPhone and its component parts.

23. At all times material, Defendants, T-MOBILE FLORIDA and T-MOBILE, advertised, marketed, sold and/or distributed the Subject iPhone and/or its component parts, placing it into the stream of commerce in the State of Florida, and more specifically, Orange County, intending it to be used in the manner that it was being used at the time of Plaintiff's injuries.

24. At all times material, Defendants, T-MOBILE FLORIDA and T-MOBILE, advertised, marketed, sold and/or distributed the Subject iPhone and/or its component parts in a defective manner, failing to perform and function as safely as an ordinary consumer would expect when using it in an intended or reasonably foreseeable manner, by causing the incident.

25. The Subject iPhone and its component parts remained unchanged from the time of design and manufacture until it caught fire, causing the PLAINTIFF to suffer substantial and severe injuries.

26. Plaintiff, DONYALE SWANN, purchased the Subject iPhone from the T-MOBILE FLORIDA and/or T-MOBILE store, Store Number 9268, located at 2300 S. Kirkman Road, Suite 108, Orlando, Florida, 32811.

27. The Subject iPhone contained defects in the design, manufacture and/or warnings at the time the Defendants, T-MOBILE FLORIDA and/or T-MOBILE sold it to the PLAINTIFF in Orange County, Florida.

28. The Subject iPhone was new at the time it was purchased by PLAINTIFF, and PLAINTIFF made no changes to the Subject iPhone after taking delivery and ownership.

29. The Subject iPhone was in the same or substantially the same defective condition at the time of the incident as it was when it left all of the Defendants' possession or control.

30. Prior to using the Subject iPhone, the warnings and instructions provided with the Subject iPhone were read and understood by the PLAINTIFF.

31. On or about June 25, 2024, the Subject iPhone was lying on a bed in the PLAINTIFF's apartment, a manner intended and foreseeable by the Defendants, when it suddenly caught fire and burned the PLAINTIFF, causing her to have excruciating burn injuries, as well as other significant injuries.

32. The fire / explosion of the Subject iPhone in some form or fashion was caused by defects in the design, manufacture and/or warnings of the Subject iPhone.

33. As a direct and proximate cause of the Subject iPhone being defective and failing to perform as intended and advertised, the PLAINTIFF sustained personal injuries resulting in the following damages:

- a. Permanent bodily injury and past, present, and future pain and suffering;
- b. Past, present, and future aggravation of pre-existing conditions and physical defects;
- c. Past, present, and future disability and physical impairment;
- d. Past, present, and future scarring and disfigurement;
- e. Past, present, and future mental anguish;
- f. Past, present, and future humiliation and embarrassment;
- g. Past, present, and future inconvenience;
- h. Past, present, and future loss of capacity for enjoyment of life; and
- i. Past, present, and future medical expenses.

34. The failure of the Subject iPhone to perform as intended and the injuries suffered by the PLAINTIFF were directly and proximately caused by the negligence of Defendants and the defects present in the Subject iPhone as set forth herein.

35. At all times material hereto and at the time of the incident on or about June 25, 2024, the Subject iPhone was defective and failed to perform and function as safely as an

ordinary consumer would expect when utilizing it in an intended and/or reasonably foreseeable manner.

COUNT 1 – STRICT LIABILITY AGAINST DEFENDANT APPLE (Design Defects)

36. At the time the Subject iPhone was designed and manufactured and placed into the stream of commerce by Defendant, APPLE, it contained design defects which rendered the Subject iPhone unreasonably dangerous to persons, such as the PLAINTIFF, and other intended and foreseeable users.

37. As a result of the design defects, the Subject iPhone failed to perform as safely as an ordinary consumer would expect when utilizing it in an intended or reasonably foreseeable manner.

38. The design defects in the Subject iPhone were the direct and proximate cause of the Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, APPLE, and further demands trial by jury.

COUNT 2 – STRICT LIABILITY AGAINST DEFENDANT APPLE (Manufacturing Defects)

39. At the time the Subject iPhone was manufactured and placed into the stream of commerce by Defendant, APPLE, it contained manufacturing defects which were unreasonably dangerous to persons, such as the Plaintiff, who was an intended and/or foreseeable user.

40. As a result of the manufacturing defects, the Subject iPhone failed to perform as intended and as safely as an ordinary consumer would expect when utilizing it in an intended or reasonably foreseeable manner.

41. The manufacturing defects in the Subject iPhone were the direct and proximate cause of Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, APPLE, and further demands trial by jury.

COUNT 3 – STRICT LIABILITY AGAINST DEFENDANT APPLE (Defective Warnings and Instructions)

42. At the time the Subject iPhone was designed and manufactured and placed into the stream of commerce by Defendant, APPLE, it lacked and/or contained defective warnings and instructions which rendered the Subject iPhone unreasonably dangerous to persons, such as the Plaintiff, who was an intended and/or foreseeable user.

43. At all times material, the Subject iPhone was maintained and inspected, and the warnings read and comprehended as often and as completely as a reasonably prudent person would have done under the same or similar circumstances, and at no time was it subject to any unintended and/or unforeseeable conditions.

44. At all times material, the use of the Subject iPhone in a manner that was intended and/or reasonably foreseeable by the Defendant, APPLE, involved substantial danger that would not be readily recognized by an ordinary user of it.

45. At all times material, Defendant, APPLE, had a duty to provide adequate warnings and instructions to intended and reasonably foreseeable users, such as the Plaintiff, on how to use, maintain, recognize and appreciate the dangers inherent with reasonable and foreseeable use of the Subject iPhone based upon superior knowledge.

46. Defendant, APPLE's, failure to give adequate warnings, or its defective warnings and instructions, resulted in the Subject iPhone failing to perform as intended and as safely as an ordinary consumer would expect when utilizing it in an intended or reasonably foreseeable manner.

47. The lack of and/or defective warnings and instructions were the direct and proximate cause of PLAINTIFF's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, APPLE, and further demands trial by jury.

COUNT 4 – NEGLIGENCE AGAINST DEFENDANT APPLE (Design Defects)

48. At all times material, Defendant, APPLE, owed a duty to Plaintiff, and to other persons similarly situated, to use reasonable care in designing, testing, assembling, manufacturing, inspecting, maintaining, selling and/or distributing the Subject iPhone, and/or in the testing and inspection of any component parts made by another, so that the Subject iPhone could be safely used in a manner and for the purpose for which it was made.

49. Defendant, APPLE, breached such duty by designing, testing, manufacturing, assembling, inspecting, maintaining, selling and/or distributing the Subject iPhone in such a negligent manner that it caught fire, even though it was being used in an intended or reasonably foreseeable manner.

50. The negligent design of the iPhone was the direct and proximate cause of Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, APPLE, and further demands trial by jury.

COUNT 5 – NEGLIGENCE AGAINST DEFENDANT APPLE (Manufacturing Defects)

51. Defendant, APPLE, owed a duty to the PLAINTIFF, and to other persons similarly situated, to use reasonable care in designing, testing, assembling, manufacturing, inspecting, maintaining, selling and/or distributing the Subject iPhone, and/or in the testing and inspection of any component parts made by another, so that the Subject iPhone could be safely used in a manner and for a purpose for which it was made.

52. Defendant, APPLE, breached such duty by designing, testing, manufacturing, assembling, inspecting, maintaining and/or repairing the Subject iPhone in such a negligent manner that it caught fire, even though it was being used in an intended or reasonably foreseeable manner.

53. The negligent manufacturing of the Subject iPhone was the direct and proximate cause of Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, APPLE, and further demands trial by jury.

COUNT 6 – NEGLIGENCE AGAINST DEFENDANT APPLE (Defective Warnings And Instructions)

54. At all times material, the use of the Subject iPhone in a manner that was intended and/or reasonably foreseeable by Defendant, APPLE, involved substantial dangers that would not be readily recognized by an ordinary user of the Subject iPhone, even while being used in an intended and/or reasonably foreseeable manner.

55. At all times material, this danger was known or knowable by Defendant, APPLE, considering the generally recognized and prevailing best scientific knowledge available at the time of the design, manufacture, and distribution of the Subject iPhone.

56. At all times material, Defendant, APPLE had a duty to provide adequate warnings and instructions to intended and reasonably foreseeable users of the Subject iPhone such as the PLAINTIFF, on how to use, recognize and appreciate the dangers inherent within it.

57. At all times material, Defendant, APPLE, failed to give adequate warnings and instructions of the dangers associated with the Subject iPhone.

58. The lack of and/or negligent warnings and instructions on or with the Subject iPhone were the direct and proximate cause of the PLAINTIFF's catastrophic injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, APPLE, and further demands trial by jury.

COUNT 7 – ORDINARY NEGLIGENCE AGAINST DEFENDANT APPLE

59. APPLE owed a duty to consumers of its products, including DONYALE SWANN, to use reasonable care in the design, manufacturer, testing, marketing, distribution, inspection, and sale of the Subject iPhone, and also owed a duty to warn or instruct consumers about any

dangers inherent in it.

60. APPLE breached its duties in one or more of the following ways:

- a. Failing to properly design the Subject iPhone;
- b. Failing to properly manufacture the Subject iPhone;
- c. Failing to properly test the Subject iPhone;
- d. Failing to properly market the Subject iPhone;
- e. Failing to properly distribute the Subject iPhone;
- f. Failing to ensure that all the hardware and software of the Subject iPhone were in a safe and working condition;
- g. Failing to properly inspect the Subject iPhone, including the safety systems, to ensure it was in working order before sale;
- h. Failing to warn the Plaintiff about any issues that could affect the proper operation of the Subject iPhone;
- i. Failing to warn the Plaintiff about dangers inherent in the Subject iPhone;
- j. Creating a foreseeable zone of risk to users of the defective Subject iPhone;

61. As a direct and proximate result of the negligence of APPLE, the Subject iPhone caught fire while the PLAINTIFF was using it in a normal and intended manner, resulting in him suffering catastrophic injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, APPLE, and further demands trial by jury.

COUNT 8 – STRICT LIABILITY AGAINST DEFENDANT APPLE SA (Design Defects)

62. At the time the Subject iPhone was designed and manufactured and placed into the stream of commerce by Defendant, APPLE SA, it contained design defects which rendered the Subject iPhone unreasonably dangerous to persons, such as the PLAINTIFF, and other intended and foreseeable users.

63. As a result of the design defects, the Subject iPhone failed to perform as safely as an ordinary consumer would expect when utilizing it in an intended or reasonably foreseeable manner.

64. The design defects in the Subject iPhone were the direct and proximate cause of the Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, APPLE SA, and further demands trial by jury.

COUNT 9 – STRICT LIABILITY AGAINST DEFENDANT APPLE SA (Manufacturing Defects)

65. At the time the Subject iPhone was manufactured and placed into the stream of commerce by Defendant, APPLE SA, it contained manufacturing defects which were unreasonably dangerous to persons, such as the Plaintiff, who was an intended and/or foreseeable user.

66. As a result of the manufacturing defects, the Subject iPhone failed to perform as intended and as safely as an ordinary consumer would expect when utilizing it in an intended or reasonably foreseeable manner.

67. The manufacturing defects in the Subject iPhone were the direct and proximate cause of Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, APPLE SA, and further demands trial by jury.

COUNT 10 – STRICT LIABILITY AGAINST DEFENDANT APPLE SA (Defective Warnings and Instructions)

68. At the time the Subject iPhone was designed and manufactured and placed into the stream of commerce by Defendant, APPLE SA, it lacked and/or contained defective warnings and instructions which rendered the Subject iPhone unreasonably dangerous to persons, such as the Plaintiff, who was an intended and/or foreseeable user.

69. At all times material, the Subject iPhone was maintained and inspected, and the warnings read and comprehended as often and as completely as a reasonably prudent person would have done under the same or similar circumstances, and at no time was it subject to any unintended and/or unforeseeable conditions.

70. At all times material, the use of the Subject iPhone in a manner that was intended and/or reasonably foreseeable by the Defendant, APPLE SA, involved substantial danger that would not be readily recognized by an ordinary user of it.

71. At all times material, Defendant, APPLE SA, had a duty to provide adequate warnings and instructions to intended and reasonably foreseeable users, such as the Plaintiff, on how to use, maintain, recognize and appreciate the dangers inherent with reasonable and foreseeable use of the Subject iPhone based upon superior knowledge.

72. Defendant, APPLE SA's, failure to give adequate warnings, or its defective warnings and instructions, resulted in the Subject iPhone failing to perform as intended and as safely as an ordinary consumer would expect when utilizing it in an intended or reasonably foreseeable manner.

73. The lack of and/or defective warnings and instructions were the direct and proximate cause of PLAINTIFF's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, APPLE SA, and further demands trial by jury.

COUNT 11 – NEGLIGENCE AGAINST DEFENDANT APPLE SA (Design Defects)

74. At all times material, Defendant, APPLE SA, owed a duty to Plaintiff, and to other persons similarly situated, to use reasonable care in designing, testing, assembling, manufacturing, inspecting, maintaining, selling and/or distributing the Subject iPhone, and/or in the testing and inspection of any component parts made by another, so that the Subject iPhone could be safely used in a manner and for the purpose for which it was made.

75. Defendant, APPLE SA, breached such duty by designing, testing, manufacturing, assembling, inspecting, maintaining, selling and/or distributing the Subject iPhone in such a negligent manner that it caught fire, even though it was being used in an intended or reasonably foreseeable manner.

76. The negligent design of the iPhone was the direct and proximate cause of Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, APPLE SA, and further demands trial by jury.

COUNT 12 – NEGLIGENCE AGAINST DEFENDANT APPLE SA (Manufacturing Defects)

77. Defendant, APPLE SA, owed a duty to the PLAINTIFF, and to other persons similarly situated, to use reasonable care in designing, testing, assembling, manufacturing, inspecting, maintaining, selling and/or distributing the Subject iPhone, and/or in the testing and inspection of any component parts made by another, so that the Subject iPhone could be safely used in a manner and for a purpose for which it was made.

78. Defendant, APPLE SA, breached such duty by designing, testing, manufacturing, assembling, inspecting, maintaining and/or repairing the Subject iPhone in such a negligent manner that it caught fire, even though it was being used in an intended or reasonably foreseeable manner.

79. The negligent manufacturing of the Subject iPhone was the direct and proximate cause of Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, APPLE SA, and further demands trial by jury.

COUNT 13 – NEGLIGENCE AGAINST DEFENDANT APPLE SA (Defective Warnings And Instructions)

80. At all times material, the use of the Subject iPhone in a manner that was intended and/or reasonably foreseeable by Defendant, APPLE SA, involved substantial dangers

that would not be readily recognized by an ordinary user of the Subject iPhone, even while being used in an intended and/or reasonably foreseeable manner.

81. At all times material, this danger was known or knowable by Defendant, APPLE SA, considering the generally recognized and prevailing best scientific knowledge available at the time of the design, manufacture, and distribution of the Subject iPhone.

82. At all times material, Defendant, APPLE SA had a duty to provide adequate warnings and instructions to intended and reasonably foreseeable users of the Subject iPhone such as the PLAINTIFF, on how to use, recognize and appreciate the dangers inherent within it.

83. At all times material, Defendant, APPLE SA, failed to give adequate warnings and instructions of the dangers associated with the Subject iPhone.

84. The lack of and/or negligent warnings and instructions on or with the Subject iPhone were the direct and proximate cause of the PLAINTIFF's catastrophic injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, APPLE SA, and further demands trial by jury.

COUNT 14 – ORDINARY NEGLIGENCE AGAINST DEFENDANT APPLE SA

85. APPLE SA owed a duty to consumers of its products, including DONYALE SWANN, to use reasonable care in the design, manufacturer, testing, marketing, distribution, inspection, and sale of the Subject iPhone, and also owed a duty to warn or instruct consumers about any dangers inherent in it.

86. APPLE SA breached its duties in one or more of the following ways:

- a. Failing to properly design the Subject iPhone;
- b. Failing to properly manufacture the Subject iPhone;
- c. Failing to properly test the Subject iPhone;
- d. Failing to properly market the Subject iPhone;
- e. Failing to properly distribute the Subject iPhone;

- f. Failing to ensure that all the hardware and software of the Subject iPhone were in a safe and working condition;
- g. Failing to properly inspect the Subject iPhone, including the safety systems, to ensure it was in working order before sale;
- h. Failing to warn the Plaintiff about any issues that could affect the proper operation of the Subject iPhone;
- i. Failing to warn the Plaintiff about dangers inherent in the Subject iPhone;
- j. Creating a foreseeable zone of risk to users of the defective Subject iPhone;

80. As a direct and proximate result of the negligence of APPLE SA, the Subject iPhone caught fire while the PLAINTIFF was using it in a normal and intended manner, resulting in him suffering catastrophic injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, APPLE SA, and further demands trial by jury.

COUNT 15 – STRICT LIABILITY AGAINST DEFENDANT HUIZHOU

81. At the time the battery and its component parts designed for the Subject iPhone were designed and manufactured and placed into the stream of commerce by Defendant, HUIZHOU, it/they contained design defects which rendered the Subject iPhone unreasonably dangerous to persons, such as the Plaintiff, and other intended and foreseeable users.

82. As a result of the design defects, the battery and its component parts designed for the Subject iPhone, failed to perform as safely as an ordinary consumer would expect when utilizing the Subject iPhone in an intended or reasonably foreseeable manner.

83. The design defects in the battery and components of the Subject iPhone were the direct and proximate cause of the Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, HUIZHOU, and further demands trial by jury.

COUNT 16 – STRICT LIABILITY AGAINST DEFENDANTS HUIZHOU (Manufacturing Defects)

84. At the time the battery and its component parts designed for the Subject iPhone were designed and manufactured and placed into the stream of commerce by Defendant, HUIZHOU, it/they contained manufacturing defects which were unreasonably dangerous to persons, such as the Plaintiff, who was an intended and/or foreseeable user.

85. As a result of the manufacturing defects, the battery and its component parts designed for the Subject iPhone failed to perform as intended and as safely as an ordinary consumer would expect when utilizing the Subject iPhone in an intended or reasonably foreseeable manner.

86. The manufacturing defects in the battery and components of the Subject iPhone were the direct and proximate cause of Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, HUIZHOU, and further demands trial by jury.

COUNT 17 – STRICT LIABILITY AGAINST DEFENDANTS HUIZHOU (Defective Warnings and Instructions)

87. At the time the battery and its component parts designed for the Subject iPhone were designed and manufactured and placed into the stream of commerce by Defendant, HUIZHOU, neither they, nor the Subject iPhone itself contained warnings and/or instructions, rendering the battery and its component parts and the iPhone itself defective and unreasonably dangerous to persons, such as the Plaintiff, who was an intended and/or foreseeable user.

88. At all times material, the battery and its component parts designed for the Subject iPhone as well as the iPhone itself, were maintained and inspected, and the warnings read and comprehended as often and as completely as a reasonably prudent person would have done under the same or similar circumstances, and at no time was the battery and its component parts or the Subject iPhone itself subject to any unintended and/or unforeseeable conditions.

89. At all times material, the use of the Subject iPhone which contained the battery and component parts as designed and/or manufactured by the Defendant, HUIZHOU, the battery and/or the component parts used in the Subject iPhone and the Subject iPhone itself were used in a manner that was intended and/or reasonably foreseeable by the Defendant, HUIZHOU and involved substantial danger that would not be readily recognized by an ordinary user.

90. At all times material, Defendant, HUIZHOU, had a duty to provide adequate warnings and instructions to intended and reasonably foreseeable users, such as the Plaintiff, on how to use, maintain, recognize and appreciate the dangers inherent within reasonable and foreseeable use of the battery and its component parts designed for the Subject iPhone as well as Subject the iPhone itself, based upon these Defendants' superior knowledge.

91. Defendant, HUIZHOU, failure to give adequate warnings, or their defective warnings and instructions, resulted in the battery and its component parts designed for the Subject iPhone as well as the Subject iPhone itself failing to perform as intended and as safely as an ordinary consumer would expect when utilizing the Subject iPhone in an intended or reasonably foreseeable manner.

92. The lack of and/or defective warnings and instructions were the direct and proximate cause of Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, HUIZHOU, and further demands trial by jury.

COUNT 18 – NEGLIGENCE AGAINST DEFENDANTS HUIZHOU (Design Defects)

93. At all times material, Defendant, HUIZHOU, owed a duty to Plaintiff, and to other persons similarly situated, to use reasonable care in designing, testing, assembling, manufacturing, inspecting, maintaining and/or repairing of the battery and the component parts designed for the Subject iPhone, and/or in the testing and inspection of any component parts

made by another, so that the battery and component parts and the Subject iPhone itself could be safely used in a manner and for the purpose for which it was made.

94. Defendant, HUIZHOU, breached such duty by designing, testing, manufacturing, assembling, inspecting, maintaining and/or repairing the battery and component parts designed for the Subject iPhone in such a negligent manner that it caught fire, even though it was being used in an intended or reasonably foreseeable manner.

95. The negligent design of the battery and component parts designed for the Subject iPhone was the direct and proximate cause of Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, HUIZHOU, and further demands trial by jury.

COUNT 19 – NEGLIGENCE AGAINST DEFENDANTS HUIZHOU (Manufacturing Defects)

96. Defendant, HUIZHOU owed a duty to the Plaintiff, and to other persons similarly situated, to use reasonable care in designing, testing, assembling, manufacturing, inspecting, maintaining and/or repairing the battery and component parts designed for the Subject iPhone, and/or in the testing and inspection of any component parts made by another, so that the battery and component parts designed for the Subject iPhone and the Subject iPhone itself could be safely used in a manner and for a purpose for which it was made.

97. Defendant, HUIZHOU, breached such duty by designing, testing, manufacturing, assembling, inspecting, maintaining and/or repairing the battery and component parts designed for the Subject iPhone in such a negligent manner that it caught fire, even though it was being used in an intended or reasonably foreseeable manner.

98. The negligent manufacturing of the battery and component parts designed for the Subject iPhone was the direct and proximate cause of Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, HUIZHOU, and further demands trial by jury.

COUNT 20 – NEGLIGENCE AGAINST DEFENDANTS HUIZHOU (Defective Warnings and Instructions)

99. At all times material hereto, the use of the battery and component parts designed for the Subject iPhone in a manner that was intended and/or reasonably foreseeable by Defendant, HUIZHOU, involved substantial dangers that would not be readily recognized by an ordinary user of the battery, its component parts or, the Subject iPhone itself, even while being used in an intended and/or reasonably foreseeable manner.

100. At all times material hereto, this danger was known or knowable by the Defendant, HUIZHOU, considering the generally recognized and prevailing best scientific knowledge available at the time of the design, manufacture, and distribution of the battery and its component parts designed for the Subject iPhone.

101. At all times material hereto, Defendant, HUIZHOU, had a duty to provide adequate warnings and instructions to intended and reasonably foreseeable users of the battery, its component parts or, the Subject iPhone itself, such as the Plaintiff, on how to use, recognize and appreciate the dangers inherent with the reasonable and foreseeable use therein

102. At all times material hereto, Defendant, HUIZHOU, failed to give adequate warnings and instructions of the dangers associated with the battery or the component parts for the Subject iPhone, or, the Subject iPhone itself.

103. The lack of and/or negligent warnings and instructions on or with the battery or the component parts for the Subject iPhone, or, the Subject iPhone itself, were the direct and proximate cause of Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, HUIZHOU, and further demands trial by jury.

COUNT 21 – ORDINARY NEGLIGENCE AGAINST DEFENDANTS HUIZHOU

104. At all times material, Defendant, HUIZHOU owed a duty to consumers of its products, including DONYALE SWANN, to use reasonable care in the design, manufacturer,

testing, marketing, distribution, inspection, and sale of the battery and/or the component parts used in the Subject iPhone, and/or, the Subject iPhone itself, and also owed a duty to warn or instruct consumers about any inherent dangers.

105. HUIZHOU breached its duties in one or more of the following ways:

- a. Failing to properly design the battery and/or the component parts used in the Subject iPhone ;
- b. Failing to properly manufacture the battery and/or the component parts used in the Subject iPhone;
- c. Failing to properly test the battery and/or the component parts used in the Subject iPhone;
- d. Failing to properly market the battery and/or the component parts used in the Subject iPhone;
- e. Failing to properly distribute the battery and/or the component parts used in the Subject iPhone;
- f. Failing to ensure that all the hardware and software of the battery and/or the component parts used in the Subject iPhone were in a safe and working condition;
- g. Failing to properly inspect the battery and/or the component parts used in the Subject iPhone, including the safety systems, to ensure it was in working order before sale;
- h. Failing to warn the Plaintiff about any issues that could affect the proper operation of the battery and/or the component parts used in the Subject iPhone
- i. Failing to warn the Plaintiff about dangers inherent in the battery and/or the component parts used in the Subject iPhone;
- j. Creating a foreseeable zone of risk to users of the defective battery and/or the component parts used in the Subject iPhone, and/or the Subject iPhone itself.

106. As a direct and proximate result of the negligence of HUIZHOU, the battery and/or its component parts and the Subject iPhone itself caught fire while PLAINTIFF was using it in a normal and intended manner, resulting in her suffering catastrophic injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, HUIZHOU, and further demands trial by jury.

COUNT 22 – STRICT LIABILITY AGAINST DEFENDANTS T-MOBILE AND T-MOBILE FLORIDA (Design Defects)

107. At the time the Subject iPhone was designed and manufactured and placed into the stream of commerce by Defendants, T-MOBILE and/or T-MOBILE FLORIDA, it contained design defects which rendered the Subject iPhone unreasonably dangerous to persons, such as the Plaintiff, and other intended and foreseeable users.

108. As a result of the design defects, the Subject iPhone failed to perform as safely as an ordinary consumer would expect when utilizing it in an intended or reasonably foreseeable manner.

109. The design defects in the Subject iPhone were the direct and proximate cause of the Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendants, T-MOBILE and T-MOBILE FLORIDA, and further demands trial by jury.

COUNT 23 – STRICT LIABILITY AGAINST DEFENDANTST-MOBILE AND T-MOBILE FLORIDA (Manufacturing Defects)

110. At the time the Subject iPhone was manufactured and placed into the stream of commerce by Defendants, T-MOBILE and/or T-MOBILE FLORIDA, it contained manufacturing defects which were unreasonably dangerous to persons, such as the Plaintiff, who was an intended and/or foreseeable user.

111. As a result of the manufacturing defects, the Subject iPhone failed to perform as intended and as safely as an ordinary consumer would expect when utilizing it in an intended or reasonably foreseeable manner.

112. The manufacturing defects in the Subject iPhone were the direct and proximate cause of Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendants, T-MOBILE and T-MOBILE FLORIDA, and further demands trial by jury.

COUNT 24 – STRICT LIABILITY AGAINST DEFENDANTS T-MOBILE AND T-MOBILE FLORIDA (Defective Warnings and Instructions)

113. At the time the Subject iPhone was designed and manufactured and placed into the stream of commerce by Defendants, T-MOBLIE and/or T-MOBILE FLORIDA, it lacked and/or contained defective warnings and instructions which rendered the Subject iPhone unreasonably dangerous to persons, such as the Plaintiff, who was an intended and/or foreseeable user.

114. At all times material, the Subject iPhone was maintained and inspected, and the warnings read and comprehended as often and as completely as a reasonably prudent person would have done under the same or similar circumstances, and at no time was it subject to any unintended and/or unforeseeable conditions.

115. At all times material, the use of the Subject iPhone in a manner that was intended and/or reasonably foreseeable by the Defendants, T-MOBILE and/or T-MOBILE FLORIDA, involved substantial danger that would not be readily recognized by an ordinary user of the Subject iPhone.

116. At all times material, Defendant, T-MOBILE and/or T-MOBILE FLORIDA, had a duty to provide adequate warnings and instructions to intended and reasonably foreseeable users, such as the Plaintiff, on how to use, maintain, recognize and appreciate the dangers inherent with reasonable and foreseeable use of the Subject iPhone based upon superior knowledge.

117. Defendants, T-MOBILE and/or T-MOBILE FLORIDA, failure to give adequate warnings, or its defective warnings and instructions, resulted in the Subject iPhone failing to perform as intended and as safely as an ordinary consumer would expect when utilizing it in an intended or reasonably foreseeable manner.

118. The lack of and/or defective warnings and instructions were the direct and proximate cause of Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendants, T-MOBILE and T-MOBILE FLORIDA, and further demands trial by jury.

COUNT 25 – NEGLIGENCE AGAINST DEFENDANTS T-MOBILE AND T-MOBILE FLORIDA
(Design Defects)

119. At all times material, Defendants, T-MOBILE and T-MOBILE FLORIDA, owed a duty to Plaintiff, and to other persons similarly situated, to use reasonable care in designing, testing and inspecting, the Subject iPhone, and/or in the testing and inspection of any component parts made by another, so that it could be safely used in a manner and for the purpose for which it was made.

120. Defendants, T-MOBILE and T-MOBILE FLORIDA, breached such duty by designing, testing, and inspecting, the Subject iPhone in such a negligent manner that it caught fire, even though it was being used in an intended or reasonably foreseeable manner.

121. The negligent design of the Subject iPhone was the direct and proximate cause of Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendants, T-MOBILE and T-MOBILE FLORIDA, and further demands trial by jury.

COUNT 26 – NEGLIGENCE AGAINST T-MOBILE AND T-MOBILE FLORIDA
(Manufacturing Defects)

122. Defendants, T-MOBILE and T-MOBILE FLORIDA, owed a duty to the Plaintiff, and to other persons similarly situated, to use reasonable care in testing, assembling, manufacturing, and/or inspecting the Subject iPhone, and/or in the testing and inspection of any component parts made by another, so that the it could be safely used in a manner and for a purpose for which it was made.

123. Defendants, T-MOBILE and/or T-MOBILE FLORIDA, breached such duty by testing, assembling and/or inspecting, the Subject iPhone in such a negligent manner that it caught fire, even though it was being used in an intended or reasonably foreseeable manner.

124. The negligent manufacturing of the Subject iPhone was the direct and proximate cause of Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendants, T-MOBILE and T-MOBILE FLORIDA, and further demands trial by jury.

COUNT 27 – NEGLIGENCE AGAINST DEFENDANTS T-MOBILE AND T-MOBILE FLORIDA
(Defective Warnings and Instructions)

125. At all times material, the use of the Subject iPhone in a manner that was intended and/or reasonably foreseeable by Defendant, T-MOBILE and T-MOBILE FLORIDA, involved substantial dangers that would not be readily recognized by an ordinary user of the Subject iPhone, even while being used in an intended and/or reasonably foreseeable manner.

126. At all times material, this danger was known or knowable by Defendants, T-MOBILE and T-MOBILE FLORIDA, considering the generally recognized and prevailing best scientific knowledge available at the time of the design, manufacture, and distribution of the Subject iPhone.

127. At all times material, Defendants, T-MOBILE and T-MOBILE FLORIDA, had a duty to provide adequate warnings and instructions to intended and reasonably foreseeable users of the Subject iPhone, such as the Plaintiff, on how to use, recognize and appreciate the dangers inherent with it.

128. At all times material, Defendants, T-MOBILE and T-MOBILE FLORIDA, failed to give adequate warnings and instructions of the dangers associated with the Subject iPhone.

129. The lack of and/or negligent warnings and instructions on or with the Subject iPhone were the direct and proximate cause of Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendants, T-MOBILE and T-MOBILE FLORIDA, and further demands trial by jury.

COUNT 28 – ORDINARY NEGLIGENCE AGAINST T-MOBILE AND T-MOBILE FLORIDA

130. Defendants, T-MOBILE and T-MOBILE FLORIDA owed a duty to consumers of its products, including DONYALE SWANN, to use reasonable care in the advertising, marketing, promotion and sale of the Subject iPhone, and also owed a duty to warn or instruct consumers about any dangers inherent in it.

131. Defendants T-MOBILE and T-MOBILE FLORIDA breached its duties in one or more of the following ways:

- a. Failing to properly market the Subject iPhone;
- b. Failing to properly distribute the Subject iPhone;
- c. Failing to ensure that all the hardware and software of the Subject iPhone were in a safe and working condition;
- d. Failing to properly inspect the Subject iPhone, including the safety systems, to ensure it was in working order before sale;
- e. Failing to warn the Plaintiff about any issues that could affect the proper operation of the Subject iPhone;
- f. Failing to warn the Plaintiff about dangers inherent in the Subject iPhone;
- g. Creating a foreseeable zone of risk to users of the defective Subject iPhone;

132. As a direct and proximate result of the negligence of T-MOBILE and T-MOBILE FLORIDA, the Subject iPhone caught fire while PLAINTIFF was using it in a normal and intended manner, resulting in her suffering catastrophic injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages

against Defendants, T-MOBILE and T-MOBILE FLORIDA, and further demands trial by jury.

DATED this 17th day of June, 2026.



Ben J. Whitman, Esq.
Daniel D. Walker, Esq. for
CLARK, FOUNTAIN, LITTKY-RUBIN
& WHITMAN, LLP
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Attorneys for Plaintiff

EXHIBIT B



CLARK · FOUNTAIN
LITTKY-RUBIN & WHITMAN
PERSONAL INJURY ATTORNEYS

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SENT VIA E-MAIL ONLY - lili.ozarowski@afslaw.com

May 15, 2026

Lili Ozarowski, Esq.
Arentfox Shiff LLP

Counsel for Apple, Inc.

Re: SWANN [Donyale] v. Apple Inc.
DOL: June 25, 2026
Our File No.: [REDACTED]

Dear Ms. Ozarowski:

**THIS LETTER CONTAINS A CONFIDENTIAL FOR SETTLEMENT PURPOSES ONLY
COMMUNICATION AND TIME LIMIT DEMAND
WHICH EXPIRES ON JUNE 15, 2026**

As you know, this firm represents Donyale Swann in relation to a June 25, 2026, incident that occurred in Orlando, Orange County, Florida, involving a defective iPhone 12 Pro Max, that was designed, manufactured, and distributed by *your* client, Apple Inc. ("APPLE"). APPLE placed the subject iPhone into the stream of commerce and is strictly liable for the defects in the product which caused catastrophic injury and permanent disfigurement to Ms. Swann.



Ms. Donyale Swann (pre-incident)

LIABILITY

Liability is clear. Ms. Swann purchased the subject iPhone new from her cell phone carrier, Verizon. On June 25, 2026, the phone was sitting on Ms. Swann's bed, when it suddenly and without warning, exploded, caught fire, and significantly burned Ms. Swann on her face, hands, arms, and chest. Ms. Swann was ultimately diagnosed with severe second-degree burns at the hospital.

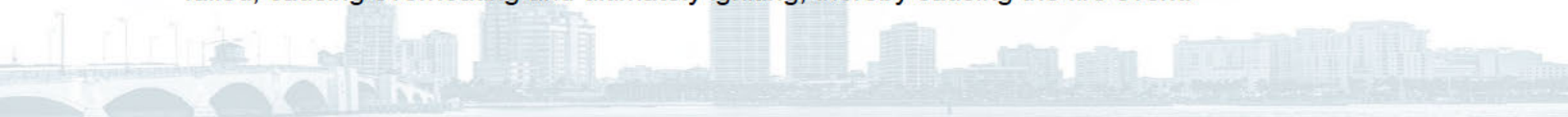
At all times, Ms. Swann used the phone as intended and in a normal, foreseeable manner. The failure of the subject iPhone to operate safely resulted in severe, significant, and permanent injuries to Ms. Swann.



Photograph of Ms. Swann's facial burn injuries at the hospital (above)

SUBJECT PHONE

The failure of the subject iPhone to operate safely was directly caused by defects in the product. Expert analysis has confirmed the subject iPhone experienced "thermal runaway," reaching unsafe and dangerous temperature levels, causing it to ignite at the time of the incident. The inadequate and/or defective overheating protection in the device and defective lithium-ion battery failed, causing overheating and ultimately igniting, thereby causing the fire event.



May 15, 2026

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A post-incident fire investigation further revealed that the burn patterns and fire damage on the subject phone leave no doubt the subject fire and explosion originated from a defect in the subject iPhone. Fire Investigator, Detective Anthony Kemeny with the Florida Division of Investigative and Forensic Services, Bureau of Fire, Arson, and Explosives Investigations, determined that **“the most probable cause of the fire is the failure of the Apple iPhone.”**

Our experts have also confirmed that fire originated from the failure of the Apple iPhone and was the result of defects in the iPhone.



Photograph of subject iPhone and ruptured battery at incident location (above)

Our experts have confirmed that a defect in the subject iPhone created excessive heat and compromised the chemical and structural integrity of the iPhone lithium-ion battery, causing the subject iPhone battery to experience thermal runaway (overheat) and dangerously ignite. The fire caused by your client's defective product was the direct and proximate cause of Ms. Swann's burn injuries.

In addition to these defects, the iPhone failed to provide adequate warnings and instructions to protect Ms. Swann from the dangers of using the subject iPhone. In fact, **your client provided no warnings whatsoever regarding overheating/thermal runaway or any other relevant**

warning. Conclusively, these defective warnings and instructions were a direct and proximate cause of Ms. Swann's injuries and permanent disfigurement.

The only conclusion from these facts is that on the day of the incident, the subject iPhone contained defects that caused the fire and catastrophic injuries to Ms. Swann, Ms. Swann did nothing to cause or contribute to the accident, and your client is strictly liable for the damages caused by its defective product.

INJURIES AND DAMAGES

As a direct and proximate result of the incident, Ms. Swann sustained severe second-degree burns, irreversible nerve damage, excruciating pain, discomfort, permanent scarring and disfigurement to her face and hands, and psychological trauma. The damages suffered by Ms. Swann are continuing and not confined to the nightmarish day of the incident, rather they will continue to negatively affect her for the remainder of her life.

MEDICAL PROVIDERS	BILLING
[REDACTED]	\$12,575.79
[REDACTED]	\$1,835.00
[REDACTED]	\$5,415.00
[REDACTED]	\$2,875.00
[REDACTED]	\$448.21
TOTAL:	\$23,149.00

There are additional medical bills, records, and liens outstanding that we have requested but not yet received. In addition to the **over \$23,149.00 in medical bills** reflected above and a **\$8,605.15** lien claimed by Conduent (obo Cigna), Ms. Swann continues to suffer from the pain and embarrassment caused by the permanent injuries and physical disfigurement she sustained in the subject incident. Every time she changes her clothes, takes a shower, glances at a mirror or merely looks at a recent photograph of herself, Ms. Swann is reminded of the scent of seared flesh and unbearable waves of agony as the flames pierced layer after layer of her skin. These chilling flashbacks and resulting anxiety are a consistent trauma experienced by Ms. Swann.

Prior to the incident, Ms. Swann was a proud, independent woman working as a chef in Orlando. She was a hard worker who enjoyed her work. However, Ms. Swann's significant injuries have negatively impacted every aspect of her life. Ms. Swann lost weeks of time from work, and although Ms. Swann has returned to work, her ability to work has been impaired by her injuries. She has been assigned tasks away from "the line", due to sensitivity to the heat of the grill, which has resulted in her being passed over for promotions. Her personal romantic life has also been negatively affected by her injury and appearance as well, including her long-term boyfriend breaking up with her after the incident.

Ms. Swann has been left permanently scarred and disfigured as a result of the incident, and she will live the remainder of her life with the physical and emotional scars caused by this incident. Her scars and disfigurement have caused her to suffer embarrassment, humiliation, and have led to a loss of enjoyment of life. Ms. Swann was only 57 at the time of the incident, with a life expectancy of 27 years.

It is an understatement to say her life has been devastated by the incident and her injuries. Her injuries have also placed her at higher risk for later complications such as skin cancer.¹

Pain and Suffering

Without a doubt, Ms. Swann's horrific, painful, nightmarish experience and the photographic evidence of her traumatic injury and acute burns will sway a jury, and the pain and suffering and disfigurement she endured in the past and in the future alone will result in a significant jury award. The jury will hear from medical professionals who will describe the physiological reaction the human body has to burn injuries. She had immediate excruciating pain in the areas of her burns. Burn injuries are complex and severely damaging and require complex treatment.²

Thus, this case will likely result in a high seven or possibly eight-figure damage award at trial.

INFORMATION PROVIDED TO DATE

We previously provided your client with all available information regarding the incident, the subject iPhone, investigative materials, medical records, photographs and information to support the damages claims, on March 3, 2026. Please see the below Dropbox link below which contains the materials previously provided for this case:

https://www.dropbox.com/scl/fo/90c57mif8fanwwhzdogua/AJAjebcZHZe2wHT7bjN9A_w?rlkey=jv20c0osfn7e0u21bkfd4o1rh&st=wnt7y0bi&dl=0

We also provided you and your experts with the opportunity to inspect the subject iPhone on May 6, 2026, at your expert's lab in Michigan. We believe your client now has sufficient information to evaluate and resolve this matter.

DRAFT COMPLAINT AND TOLLING AGREEMENT ENCLOSED

Enclosed is a copy of the Complaint that has not yet been filed. If your client is not interested in resolving this matter pre-suit, then we would ask that you review and advise if there is anything in the Complaint that would cause you to file anything other than an Answer. We would be happy to work through those issues without unnecessarily utilizing the Court's time and resources.

As previously discussed, I have also included a proposed Tolling Agreement, to avoid the need of filing the Complaint if your client is interested in resolving this matter pre-suit but requires additional time.

DEMAND

Given the catastrophic damages in this case, the permanent scarring and disfigurement suffered by Ms. Swann, her past and future pain and suffering, and your client's liability for the defective iPhone, I have been authorized to demand the amount of \$1,000,000.00 to resolve Ms. Swann's claims as detailed above.

¹ <https://www.sciencedirect.com/science/article/abs/pii/S0305417924000664>

² <https://pmc.ncbi.nlm.nih.gov/articles/PMC5214064/>

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To the extent we can reach a settlement within this demand figure, my client would agree to execute a mutually agreeable full and final release in favor of Apple Inc. (and any other Apple related entities, and the T-Mobile entities).

This **demand will expire in 31 days**. In other words, if this demand is not accepted on or before June 15, 2026, at 5pm (EST), it will be withdrawn. Due to the quickly approaching SOL, we will be filing a Complaint if we are unable to reach a pre-suit resolution. Once suit is filed, we will be unable to resolve this case within this current demand figure.

This demand can be accepted by confirming in writing (including email) that Apple Inc. accepts the conditions of the demand and that the settlement is confirmed. In other words, we are not conditioning acceptance of the demand on a physical check being delivered to our office on or before the demand expires.

Please do not hesitate to contact me with questions or concerns at any time. We look forward to your response.

Very truly yours,



Dan Walker, Esq.

Enclosures: Dropbox link with case materials:

https://www.dropbox.com/scl/fo/90c57mif8fanwwhzdogua/AJAjebcZHZe2wHT7bjN9A_w?rlkey=jv20c0osfn7e0u21bkfd4o1rh&st=wnt7y0bi&dl=0



[REDACTED]

Donyale Swann

[REDACTED]
ORLANDO, FL 3 [REDACTED]

[REDACTED]

Patient Name: Swann,Donyale

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

EXHIBIT C



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation
APPLE INC.

Cross Reference Name

APPLE INC.

Filing Information

Document Number	853146
FEI/EIN Number	94-2404110
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Principal Address

One Apple Park Way
Cupertino, CA 95014

Changed: 02/27/2026

Mailing Address

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Cupertino, CA 95014

Changed: 02/27/2026

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 10/16/2025

Address Changed: 10/16/2025

Officer/Director Detail

Name & Address

Title Corporate Treasurer

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Jung, Andrea
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Title Director

Sugar, Ronald D.
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Amezcuca, Alexis
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Parekh, Kevan
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Title Principal Accounting Officer

Borders, Ben
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Annual Reports

Report Year	Filed Date
2025	03/25/2025
2025	05/19/2025
2026	02/27/2026

[02/27/2026 -- ANNUAL REPORT](#)

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[05/19/2025 -- AMENDED ANNUAL REPORT](#)

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03/06/1997 -- ANNUAL REPORT	View image in PDF format
01/30/1996 -- ANNUAL REPORT	View image in PDF format
02/24/1995 -- ANNUAL REPORT	View image in PDF format

EXHIBIT D

2026 FOREIGN PROFIT CORPORATION ANNUAL REPORT**FILED**

DOCUMENT# 853146

Feb 27, 2026**Entity Name:** APPLE INC.**Secretary of State**
3533388583CC**Current Principal Place of Business:**ONE APPLE PARK WAY
CUPERTINO, CA 95014**Current Mailing Address:**ONE APPLE PARK WAY
CUPERTINO, CA 95014 US**FEI Number:** 94-2404110**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title CORPORATE TREASURER
 Name SHAPIRO, MICHAEL
 Address ONE APPLE PARK WAY
 City-State-Zip: CUPERTINO CA 95014

Title DIRECTOR
 Name JUNG, ANDREA
 Address ONE APPLE PARK WAY
 City-State-Zip: CUPERTINO CA 95014

Title DIRECTOR
 Name SUGAR, RONALD D.
 Address ONE APPLE PARK WAY
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Title DIRECTOR
 Name LEVINSON, ARTHUR
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Title DIRECTOR
 Name COOK, TIMOTHY
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Title ASSISTANT SECRETARY
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Title ASSISTANT SECRETARY
 Name WATROUS, BRUCE JR.
 Address ONE APPLE PARK WAY
 City-State-Zip: CUPERTINO CA 95014

Title ASSISTANT SECRETARY
 Name KASO-HOWARD, KATE
 Address ONE APPLE PARK WAY
 City-State-Zip: CUPERTINO CA 95014

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: SAMUEL JOHN WHITTINGTON**ASSISTANT SECRETARY 02/27/2026**

Electronic Signature of Signing Officer/Director Detail

Date

Officer/Director Detail Continued :

Title ASSISTANT SECRETARY
Name BROWN, JEN
Address ONE APPLE PARK WAY
City-State-Zip: CUPERTINO CA 95014

Title ASSISTANT SECRETARY
Name ANDEER, KYLE
Address ONE APPLE PARK WAY
City-State-Zip: CUPERTINO CA 95014

Title SR. VICE PRESIDENT
Name ADAMS, KATE
Address ONE APPLE PARK WAY
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Title SECRETARY
Name ADAMS, KATE
Address ONE APPLE PARK WAY
City-State-Zip: CUPERTINO CA 95014

Title ASSISTANT SECRETARY
Name GRENIER, HEATHER
Address ONE APPLE PARK WAY
City-State-Zip: CUPERTINO CA 95014

Title DIRECTOR
Name LOZANO, MONICA
Address ONE APPLE PARK WAY
City-State-Zip: CUPERTINO CA 95014

Title DIRECTOR
Name GORSKY, ALEX
Address ONE APPLE PARK WAY
City-State-Zip: CUPERTINO CA 95014

Title ASSISTANT SECRETARY
Name MAYER, COLETTE
Address ONE APPLE PARK WAY
City-State-Zip: CUPERTINO CA 95014

Title ASSISTANT SECRETARY
Name AMEZCUA, ALEXIS
Address ONE APPLE PARK WAY
City-State-Zip: CUPERTINO CA 95014

Title SR. VICE PRESIDENT
Name PAREKH, KEVAN
Address ONE APPLE PARK WAY
City-State-Zip: CUPERTINO CA 95014

Title DIRECTOR
Name AUSTIN, WANDA

Title ASSISTANT SECRETARY
Name WONG, JAMIE
Address ONE APPLE PARK WAY
City-State-Zip: CUPERTINO CA 95014

Title DIRECTOR
Name WAGNER, SUSAN
Address ONE APPLE PARK WAY
City-State-Zip: CUPERTINO CA 95014

Title GENERAL COUNSEL
Name ADAMS, KATE
Address ONE APPLE PARK WAY
City-State-Zip: CUPERTINO CA 95014

Title ASSISTANT SECRETARY
Name CURRIE, MATTHEW
Address ONE APPLE PARK WAY
City-State-Zip: CUPERTINO CA 95014

Title SR. VICE PRESIDENT
Name O'BRIEN, DEIRDRE
Address ONE APPLE PARK WAY
City-State-Zip: CUPERTINO CA 95014

Title ASSISTANT SECRETARY
Name WHITTINGTON, SAMUEL JOHN
Address ONE APPLE PARK WAY
City-State-Zip: CUPERTINO CA 95014

Title ASSISTANT SECRETARY
Name MILLER, MATT
Address ONE APPLE PARK WAY
City-State-Zip: CUPERTINO CA 95014

Title COO
Name KHAN, SABIH
Address ONE APPLE PARK WAY
City-State-Zip: CUPERTINO CA 95014

Title CFO
Name PAREKH, KEVAN
Address ONE APPLE PARK WAY
City-State-Zip: CUPERTINO CA 95014

Title CEO
Name COOK, TIMOTHY
Address ONE APPLE PARK WAY
City-State-Zip: CUPERTINO CA 95014

Title PRINCIPAL ACCOUNTING OFFICER
Name BORDERS, BEN
Address ONE APPLE PARK WAY

Address ONE APPLE PARK WAY

City-State-Zip: CUPERTINO CA 95014

City-State-Zip: CUPERTINO CA 95014

EXHIBIT E



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company
T-MOBILE SOUTH LLC

Filing Information

Document Number	M05000006933
FEI/EIN Number	20-3945483
Date Filed	12/19/2005
State	DE
Status	ACTIVE

Principal Address

12920 SE 38TH STREET
BELLEVUE, WA 98006

Mailing Address

12920 SE 38TH STREET
BELLEVUE, WA 98006

Changed: 04/27/2022

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Authorized Person(s) Detail

Name & Address

Title Authorized Signatory

Holly, Mitch
12920 SE 38TH STREET
BELLEVUE, WA 98006

Title Authorized Signatory

McDaniel , Doug
12920 SE 38TH STREET
BELLEVUE, WA 98006

Title SVP, Governance, Strategy and Integrity & Secretary

HODDER, BROADY
12920 SE 38TH STREET
BELLEVUE, WA 98006

Title Senior Vice President, Tax

MILLER , CHRISTOPHER M.
12920 SE 38TH STREET
BELLEVUE, WA 98006

Title Senior Vice President, Treasury & Treasurer

THORSTEINSSON, JOHANNES
12920 SE 38TH STREET
BELLEVUE, WA 98006

Title VP, Accounting & Controller

DROBAC, DANIEL
12920 SE 38TH STREET
BELLEVUE, WA 98006

Title VP, Treasury & Assistant Treasurer

MENGES, MARC
12920 SE 38TH STREET
BELLEVUE, WA 98006

Title VP, Tax

WEIANS, LARRY
12920 SE 38TH STREET
BELLEVUE, WA 98006

Title Assistant Secretary

WILLIAMS, FREDERICK
12920 SE 38TH STREET
BELLEVUE, WA 98006

Title VP

THACKER, DAVID
12920 SE 38TH STREET
BELLEVUE, WA 98006

Title President, Manager

Osvaldik, Peter
12920 SE 38TH STREET
BELLEVUE, WA 98006

Title Executive Vice President & General Counsel

Nelson, Mark W.
12920 SE 38TH STREET
BELLEVUE, WA 98006

Title Authorized Signatory

WEIDENBACH, KEELY
12920 SE 38TH STREET
BELLEVUE, WA 98006

Title Authorized Signatory

Lahela, Kanoho
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BELLEVUE, WA 98006

Title Asst. Secretary

Brady, Ryan
12920 SE 38TH STREET
BELLEVUE, WA 98006

Title Authorized Signatory

Plunkett, David
12920 SE 38TH STREET
BELLEVUE, WA 98006

Title Authorized Signatory

Bundy, Shelly
12920 SE 38TH STREET
BELLEVUE, WA 98006

Title Authorized Signatory *(business license applications only)

Peterson, Kate
12920 SE 38TH STREET
BELLEVUE, WA 98006

Title Authorized Signatory *(business license applications only)

Hayes, Terrance
12920 SE 38TH STREET
BELLEVUE, WA 98006

Title VP

Barnes, John
 12920 SE 38TH STREET
 BELLEVUE, WA 98006

Annual Reports

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2025	03/03/2025
2026	02/04/2026
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03/03/2025 -- ANNUAL REPORT	View image in PDF format
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05/02/2006 -- ANNUAL REPORT	View image in PDF format
12/19/2005 -- Foreign Limited	View image in PDF format

EXHIBIT F



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation

T-MOBILE USA, INC.

Filing Information

Document Number	F99000006328
FEI/EIN Number	91-1983600
Date Filed	12/08/1999
State	DE
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	10/21/2002
Event Effective Date	NONE

Principal Address

12920 SE 38th Street
Bellevue, WA 98006

Changed: 03/03/2025

Mailing Address

12920 SE 38th Street
Bellevue, WA 98006

Changed: 03/03/2025

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Officer/Director Detail

Name & Address

Title Assistant Secretary

Brady, Ryan
12920 SE 38th Street
Bellevue, WA 98006

Title Senior Vice President, Product Portfolio & Device Management

Caballero-Vieyra, Max
12920 SE 38th Street
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Title Authorized Signatory

Holly, Mitch
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Title VP, Accounting & Controller

Drobac, Daniel
12920 SE 38th Street
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Title Authorized Signatory

Bundy, Shelly
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Bellevue, WA 98006

Title President, Consumer Group

Freier, Jon A
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Bellevue, WA 98006

Title Senior Vice President, Legal Affairs, Corporate Governance and Strategic Transactions, & Secretary

Hodder, Broady
12920 SE 38th Street
Bellevue, WA 98006

Title VP, Credit Risk

Hooppaw, Christopher
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Title President, Marketing, Strategy and Products

Katz, Michael J
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Title Executive Vice President & Chief People Officer

King, Deeanne
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Title VP, Treasury & Assistant Treasurer

Menges, Marc
12920 SE 38th Street
Bellevue, WA 98006

Title Director, Senior Vice President, Tax

Miller, Christopher M
12920 SE 38th Street
Bellevue, WA 98006

Title Executive Vice President & General Counsel

Nelson, Mark W
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BELLEVUE, WA 98006

Title Executive Vice President, CFO, Director

Osvaldik, Peter
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Bellevue, WA 98006

Title PRESIDENT OF TECHNOLOGY & CTO

Saw, John
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Bellevue, WA 98006

Title Executive Vice President & Chief Product & DIGITAL Officer

Tazi, Omar
12920 SE 38th Street
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Title VP

Thacker, David
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Title Senior Vice President, Treasury & Treasurer

Thorsteinsson, Johannes
12920 SE 38th Street
Bellevue, WA 98006

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Kanoho, Lahela
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Bellevue, WA 98006

Title VP, Tax

Weians, Larry
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Bellevue, WA 98006

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Weidenbach, Keely
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Bellevue, WA 98006

Title Assistant Secretary

Williams, Frederick
12920 SE 38th Street
Bellevue, WA 98006

Title President, CEO

Gopalan, Srin, Jesse
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Bellevue, WA 98006

Title Authorized Signatory

McDaniel , Doug
12920 SE 38th Street
Bellevue, WA 98006

Title PRESIDENT, GROWTH & EMERGING BUSINESSES

ALMEIDA, ANDRE
12920 SE 38th Street
Bellevue, WA 98006

Title EVP, CIO

SIMON, JEFF
12920 SE 38th Street
Bellevue, WA 98006

Title VP

BARNES, JOHN
12920 SE 38th Street
Bellevue, WA 98006

Title AUTHORIZED SIGNATORY

HAYES, TERRENCE
12920 SE 38th Street
Bellevue, WA 98006

Title AUTHORIZED SIGNATORY

PETERSON, KATE
12920 SE 38th Street
Bellevue, WA 98006

Annual Reports

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2026	02/04/2026
2026	05/07/2026

05/07/2026 -- AMENDED ANNUAL REPORT	View image in PDF format
02/04/2026 -- ANNUAL REPORT	View image in PDF format
03/10/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
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04/25/2024 -- ANNUAL REPORT	View image in PDF format
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EXHIBIT G

**2026 FOREIGN LIMITED LIABILITY COMPANY AMENDED ANNUAL
REPORT****FILED
May 07, 2026
Secretary of
State**

DOCUMENT# M05000006933

Entity Name: T-MOBILE SOUTH LLC**Current Principal Place of Business:****1389587416CC**12920 SE 38TH STREET
BELLEVUE, WA 98006**Current Mailing Address:**12920 SE 38TH STREET
BELLEVUE, WA 98006 US**FEI Number:** 20-3945483**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title AUTHORIZED SIGNATORY
Name HOLLY, MITCH
Address 12920 SE 38TH STREET
City-State-Zip: BELLEVUE WA 98006

Title AUTHORIZED SIGNATORY
Name MCDANIEL , DOUG
Address 12920 SE 38TH STREET
City-State-Zip: BELLEVUE WA 98006

Title SVP, GOVERNANCE, STRATEGY AND
INTEGRITY & SECRETARY
Name HODDER, BROADY
Address 12920 SE 38TH STREET
City-State-Zip: BELLEVUE WA 98006

Title SENIOR VICE PRESIDENT, TAX
Name MILLER , CHRISTOPHER M.
Address 12920 SE 38TH STREET
City-State-Zip: BELLEVUE WA 98006

Title SENIOR VICE PRESIDENT,
TREASURY & TREASURER
Name THORSTEINSSON, JOHANNES
Address 12920 SE 38TH STREET
City-State-Zip: BELLEVUE WA 98006

Title VP, ACCOUNTING & CONTROLLER
Name DROBAC, DANIEL
Address 12920 SE 38TH STREET
City-State-Zip: BELLEVUE WA 98006

Title VP, TREASURY & ASSISTANT
TREASURER
Name MENGES, MARC
Address 12920 SE 38TH STREET
City-State-Zip: BELLEVUE WA 98006

Title VP, TAX
Name WEIANS, LARRY
Address 12920 SE 38TH STREET
City-State-Zip: BELLEVUE WA 98006

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: FREDERICK WILLIAMS**ASST. SECRETARY****05/07/2026**

Electronic Signature of Signing Authorized Person(s) Detail

Date

Authorized Person(s) Detail Continued :

Title ASSISTANT SECRETARY
 Name WILLIAMS, FREDERICK
 Address 12920 SE 38TH STREET
 City- BELLEVUE WA 98006
 State-Zip:

Title PRESIDENT, MANAGER
 Name OSVALDIK, PETER
 Address 12920 SE 38TH STREET
 City- BELLEVUE WA 98006
 State-Zip:

Title AUTHORIZED SIGNATORY
 Name WEIDENBACH, KEELY
 Address 12920 SE 38TH STREET
 City- BELLEVUE WA 98006
 State-Zip:

Title ASST. SECRETARY
 Name BRADY, RYAN
 Address 12920 SE 38TH STREET
 City- BELLEVUE WA 98006
 State-Zip:

Title AUTHORIZED SIGNATORY
 Name BUNDY, SHELLY
 Address 12920 SE 38TH STREET
 City- BELLEVUE WA 98006
 State-Zip:

Title AUTHORIZED SIGNATORY *(BUSINESS
 LICENSE APPLICATIONS ONLY)
 Name HAYES, TERRANCE
 Address 12920 SE 38TH STREET
 City- BELLEVUE WA 98006
 State-Zip:

Title VP
 Name THACKER, DAVID
 Address 12920 SE 38TH STREET
 City-State-Zip: BELLEVUE WA 98006

Title EXECUTIVE VICE PRESIDENT &
 GENERAL COUNSEL
 Name NELSON, MARK W.
 Address 12920 SE 38TH STREET
 City-State-Zip: BELLEVUE WA 98006

Title AUTHORIZED SIGNATORY
 Name LAHELA, KANOHO
 Address 12920 SE 38TH STREET
 City-State-Zip: BELLEVUE WA 98006

Title AUTHORIZED SIGNATORY
 Name PLUNKETT, DAVID
 Address 12920 SE 38TH STREET
 City-State-Zip: BELLEVUE WA 98006

Title AUTHORIZED SIGNATORY *
 (BUSINESS LICENSE APPLICATIONS
 ONLY)
 Name PETERSON, KATE
 Address 12920 SE 38TH STREET
 City-State-Zip: BELLEVUE WA 98006

Title VP
 Name BARNES, JOHN
 Address 12920 SE 38TH STREET
 City-State-Zip: BELLEVUE WA 98006

EXHIBIT H

2026 FOREIGN PROFIT CORPORATION AMENDED ANNUAL REPORT**FILED**

DOCUMENT# F99000006328

May 07, 2026**Entity Name:** T-MOBILE USA, INC.**Secretary of
State****Current Principal Place of Business:****2157903008CC**12920 SE 38TH STREET
BELLEVUE, WA 98006**Current Mailing Address:**12920 SE 38TH STREET
BELLEVUE, WA 98006 US**FEI Number: 91-1983600****Certificate of Status Desired: No****Name and Address of Current Registered Agent:**CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	ASSISTANT SECRETARY
Name	BRADY, RYAN
Address	12920 SE 38TH STREET
City-State-Zip:	BELLEVUE WA 98006

Title	SENIOR VICE PRESIDENT, PRODUCT PORTFOLIO & DEVICE MANAGEMENT
Name	CABALLERO-VIEYRA, MAX
Address	12920 SE 38TH STREET
City-State-Zip:	BELLEVUE WA 98006

Title	AUTHORIZED SIGNATORY
Name	HOLLY, MITCH
Address	12920 SE 38TH STREET
City-State-Zip:	BELLEVUE WA 98006

Title	VP, ACCOUNTING & CONTROLLER
Name	DROBAC, DANIEL
Address	12920 SE 38TH STREET
City-State-Zip:	BELLEVUE WA 98006

Title	AUTHORIZED SIGNATORY
Name	BUNDY, SHELLY
Address	12920 SE 38TH STREET
City-State-Zip:	BELLEVUE WA 98006

Title	PRESIDENT, CONSUMER GROUP
Name	FREIER, JON A
Address	12920 SE 38TH STREET
City-State-Zip:	BELLEVUE WA 98006

Title	SENIOR VICE PRESIDENT, LEGAL AFFAIRS, CORPORATE GOVERNANCE AND STRATEGIC TRANSACTIONS, & SECRETARY
Name	HODDER, BROADY
Address	12920 SE 38TH STREET
City-State-Zip:	BELLEVUE WA 98006

Title	VP, CREDIT RISK
Name	HOOPPAW, CHRISTOPHER
Address	12920 SE 38TH STREET
City-State-Zip:	BELLEVUE WA 98006

Continues on page 2**Officer/Director Detail Continued :**

Title	EXECUTIVE VICE PRESIDENT & CHIEF PEOPLE OFFICER
-------	--

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: FREDERICK WILLIAMS

ASST. SECRETARY

05/07/2026

Electronic Signature of Signing Officer/Director Detail

Date

Title PRESIDENT, MARKETING, STRATEGY AND PRODUCTS

Name KATZ, MICHAEL J

Address 12920 SE 38TH STREET

City- BELLEVUE WA 98006
State-Zip:

Title VP, TREASURY & ASSISTANT TREASURER

Name MENGES, MARC

Address 12920 SE 38TH STREET

City- BELLEVUE WA 98006
State-Zip:

Title EXECUTIVE VICE PRESIDENT & GENERAL COUNSEL

Name NELSON, MARK W

Address 12920 S.E. 38TH STREET

City- BELLEVUE WA 98006
State-Zip:

Title PRESIDENT OF TECHNOLOGY & CTO

Name SAW, JOHN

Address 12920 SE 38TH STREET

City- BELLEVUE WA 98006
State-Zip:

Title VP

Name THACKER, DAVID

Address 12920 SE 38TH STREET

City- BELLEVUE WA 98006
State-Zip:

Title AUTHORIZED SIGNATORY

Name KANOHO, LAHELA

Address 12920 SE 38TH STREET

City- BELLEVUE WA 98006
State-Zip:

Title AUTHORIZED SIGNATORY

Name WEIDENBACH, KEELY

Address 12920 SE 38TH STREET

City- BELLEVUE WA 98006
State-Zip:

Title PRESIDENT, CEO

Name GOPALAN, SRINI, JESSE

Address 12920 SE 38TH STREET

City- BELLEVUE WA 98006
State-Zip:

Title PRESIDENT, GROWTH & EMERGING BUSINESSES

Name ALMEIDA, ANDRE

Address 12920 SE 38TH STREET

City- BELLEVUE WA 98006
State-Zip:

Title VP

Name BARNES, JOHN

Name KING, DEEANNE

Address 12920 SE 38TH STREET

City-State-Zip: BELLEVUE WA 98006

Title DIRECTOR, SENIOR VICE PRESIDENT, TAX

Name MILLER, CHRISTOPHER M

Address 12920 SE 38TH STREET

City-State-Zip: BELLEVUE WA 98006

Title EXECUTIVE VICE PRESIDENT, CFO, DIRECTOR

Name OSVALDIK, PETER

Address 12920 SE 38TH STREET

City-State-Zip: BELLEVUE WA 98006

Title EXECUTIVE VICE PRESIDENT & CHIEF PRODUCT & DIGITAL OFFICER

Name TAZI, OMAR

Address 12920 SE 38TH STREET

City-State-Zip: BELLEVUE WA 98006

Title SENIOR VICE PRESIDENT, TREASURY & TREASURER

Name THORSTEINSSON, JOHANNES

Address 12920 SE 38TH STREET

City-State-Zip: BELLEVUE WA 98006

Title VP, TAX

Name WEIANS, LARRY

Address 12920 SE 38TH STREET

City-State-Zip: BELLEVUE WA 98006

Title ASSISTANT SECRETARY

Name WILLIAMS, FREDERICK

Address 12920 SE 38TH STREET

City-State-Zip: BELLEVUE WA 98006

Title AUTHORIZED SIGNATORY

Name MCDANIEL, DOUG

Address 12920 SE 38TH STREET

City-State-Zip: BELLEVUE WA 98006

Title EVP, CIO

Name SIMON, JEFF

Address 12920 SE 38TH STREET

City-State-Zip: BELLEVUE WA 98006

Title AUTHORIZED SIGNATORY

Address 12920 SE 38TH STREET
City- BELLEVUE WA 98006
State-Zip:

Title AUTHORIZED SIGNATORY

Name PETERSON, KATE
Address 12920 SE 38TH STREET
City- BELLEVUE WA 98006
State-Zip:

Name HAYES, TERRENCE
Address 12920 SE 38TH STREET
City-State-Zip: BELLEVUE WA 98006

EXHIBIT I

Delaware.gov

Governor | General Assembly | Courts | Elected Officials | State Agencies



Department of State: Division of Corporations

[Allowable Characters](#)

HOME

Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

File Number:	3775911	Incorporation Date / Formation Date:	3/10/2004 (mm/dd/yyyy)
Entity Name:	T-MOBILE US, INC.		
Entity Kind:	Corporation	Entity Type:	General
Residency:	Domestic	State:	DELAWARE

[REGISTERED AGENT INFORMATION](#)

Name:	CORPORATION SERVICE COMPANY		
Address:	251 LITTLE FALLS DRIVE		
City:	WILMINGTON	County:	New Castle
State:	DE	Postal Code:	19808
Phone:	302-636-5401		

Additional Information is available for a fee. You can retrieve Status for a fee of \$10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of \$20.00.

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EXHIBIT J

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-K**

- ☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the fiscal year ended December 31, 2025
or
☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from to

Commission File Number: 1-33409

**T Mobile®
T-MOBILE US, INC.**

(Exact name of registrant as specified in its charter)

Delaware **20-0836269**
(State or other jurisdiction of incorporation or organization) (I.R.S. Employer Identification No.)

**12920 SE 38th Street
Bellevue, Washington**
(Address of principal executive offices)
98006-1350
(Zip Code)
(425) 378-4000

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.00001 per share	TMUS	The NASDAQ Stock Market LLC
3.550% Senior Notes due 2029	TMUS29	The NASDAQ Stock Market LLC
3.700% Senior Notes due 2032	TMUS32	The NASDAQ Stock Market LLC
3.150% Senior Notes due 2032	TMUS32A	The NASDAQ Stock Market LLC
3.850% Senior Notes due 2036	TMUS36	The NASDAQ Stock Market LLC
3.500% Senior Notes due 2037	TMUS37	The NASDAQ Stock Market LLC
3.800% Senior Notes due 2045	TMUS45	The NASDAQ Stock Market LLC
6.250% Senior Notes due 2069	TMUSL	The NASDAQ Stock Market LLC
5.500% Senior Notes due March 2070	TMUSZ	The NASDAQ Stock Market LLC
5.500% Senior Notes due June 2070	TMUSI	The NASDAQ Stock Market LLC

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

EXHIBIT K

FORM 1.997. CIVIL COVER SHEET

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner with the Clerk of Court for the purpose of reporting uniform data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

I. CASE STYLE

IN THE CIRCUIT/COUNTY COURT OF THE NINTH JUDICIAL CIRCUIT,
IN AND FOR ORANGE COUNTY, FLORIDA

Donyale Swann
Plaintiff

Case # _____
Judge _____

vs.

Apple Inc, APPLE SOUTH ASIA THAILAND LTD, HUIZHOU DESAY BATTERY CO LTD, T
MOBILE SOUTH LLC, T MOBILE US INC
Defendant

II. AMOUNT OF CLAIM

Please indicate the estimated amount of the claim, rounded to the nearest dollar. The estimated amount of the claim is requested for data collection and clerical processing purposes only. The amount of the claim shall not be used for any other purpose.

- ☐ \$8,000 or less
☐ \$8,001 - \$30,000
☐ \$30,001- \$50,000
☐ \$50,001- \$75,000
☐ \$75,001 - \$100,000
☒ over \$100,000.00

III. TYPE OF CASE (If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x on both the main category and subcategory lines.

CIRCUIT CIVIL

- ☐ Condominium
- ☐ Contracts and indebtedness
- ☐ Eminent domain
- ☐ Auto negligence
- ☐ Negligence—other
 - ☐ Business governance
 - ☐ Business torts
 - ☐ Environmental/Toxic tort
 - ☐ Third party indemnification
 - ☐ Construction defect
 - ☐ Mass tort
 - ☐ Negligent security
 - ☐ Nursing home negligence
 - ☐ Premises liability—commercial
 - ☐ Premises liability—residential
- ☒ Products liability
- ☐ Real Property/Mortgage foreclosure
 - ☐ Commercial foreclosure
 - ☐ Homestead residential foreclosure
 - ☐ Non-homestead residential foreclosure
 - ☐ Other real property actions
- ☐ Professional malpractice
 - ☐ Malpractice—business
 - ☐ Malpractice—medical
 - ☐ Malpractice—other professional
- ☐ Other
 - ☐ Antitrust/Trade regulation
 - ☐ Business transactions
 - ☐ Constitutional challenge—statute or ordinance
 - ☐ Constitutional challenge—proposed amendment
 - ☐ Corporate trusts
 - ☐ Discrimination—employment or other
 - ☐ Insurance claims
 - ☐ Intellectual property
 - ☐ Libel/Slander
 - ☐ Shareholder derivative action
 - ☐ Securities litigation
 - ☐ Trade secrets
 - ☐ Trust litigation

COUNTY CIVIL

- ☐ Small Claims up to \$8,000
- ☐ Civil
- ☐ Real property/Mortgage foreclosure

- ☐ Replevins
- ☐ Evictions
 - ☐ Residential Evictions
 - ☐ Non-residential Evictions
- ☐ Other civil (non-monetary)

COMPLEX BUSINESS COURT

This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order. Yes ☐ No ☒

IV. REMEDIES SOUGHT (check all that apply):

- ☒ Monetary;
- ☐ Nonmonetary declaratory or injunctive relief;
- ☐ Punitive

V. NUMBER OF CAUSES OF ACTION: []
(Specify)

28

VI. IS THIS CASE A CLASS ACTION LAWSUIT?

- ☐ yes
- ☒ no

VII. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?

- ☒ no
- ☐ yes If “yes,” list all related cases by name, case number, and court.

VIII. IS JURY TRIAL DEMANDED IN COMPLAINT?

- ☒ yes
- ☐ no

IX. DOES THIS CASE INVOLVE ALLEGATIONS OF SEXUAL ABUSE?

- ☐ yes
- ☒ no

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of Judicial Administration 2.425.

Signature: s/ Daniel D Walker
Attorney or party

Fla. Bar # 1018257
(Bar # if attorney)

Daniel D Walker
(type or print name)

06/17/2026
Date

DONYALE SWANN, a Florida Citizen and Resident,

Plaintiff,
vs.

APPLE, INC., a Foreign Corporation, APPLE SOUTH ASIA (THAILAND) LTD., a Foreign Corporation, HUIZHOU DESAY BATTERY CO., LTD., a Foreign Corporation, T-MOBILE SOUTH, LLC, a Foreign Limited Liability Company, and T-MOBILE US, INC. a Foreign Corporation,

Defendants.

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA.

CASE NO.:

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, DONYALE SWANN, by and through her undersigned attorneys, sues the Defendants, APPLE, INC., a Foreign Corporation, APPLE SOUTH ASIA (THAILAND) LTD., a Foreign Corporation, HUIZHOU DESAY BATTERY CO., LTD., a Foreign Corporation, T-MOBILE SOUTH, LLC, a Foreign Limited Liability Company, and T-MOBILE US, INC. a Foreign Corporation.

DESCRIPTION OF THE PARTIES, JURISDICTION AND VENUE

1. This is an action for damages seeking more than \$50,000.00 (Fifty Thousand Dollars), exclusive of attorneys' fees, interest and costs. Plaintiff hereby demands a trial by jury. To file this Complaint, an Order of the Supreme Court of Florida requires undersigned counsel to contemporaneously complete a civil cover sheet with a dollar figure as an estimated amount of claim for data collection and clerical processing purposes only. The full monetary value of the damages suffered by Plaintiff is yet to be determined and will be decided in a verdict by the jury that judges the facts of this action in compliance with Article I, Section 21, Florida Constitution.

2. At all times material, the Plaintiff, DONYALE SWANN ("PLAINTIFF"), was over the age of eighteen (18), a citizen, and a resident of Orange County, Florida.

3. At all times material, Defendant APPLE, INC. (APPLE) was and is a foreign corporation with its principal place of business at One Apple Park Way in Cupertino, California, 95014, with a Registered Agent in Florida, authorized to do business and doing business throughout the State of Florida, and engaged in the business of researching, designing, testing, constructing, manufacturing, assembling, inspecting, recalling, servicing, warranting, modifying, advertising, producing, promoting, marketing, distributing, selling, and distributing cellular phones through retail distributors, including but not limited to the subject cellular phone involved in this case, within the State of Florida.

4. Defendant, APPLE, maintains a national network that includes stores and other retail outlets throughout Florida, and all times material, APPLE inspected, shipped, sold and/or delivered the subject cellular phone in Florida for sale at the conclusion of the manufacturing process, placing the Subject iPhone into the stream of commerce in Florida.

5. This Court has jurisdiction over Defendant, APPLE, pursuant to Section 48.193(1) *et. seq.*, Florida Statutes because it personally and/or through its agents:

- a. Committed a tortious act within this state by designing, manufacturing, engineering, selling, delivering, and/or maintaining defective cellular phones and component parts, to persons, firms, or corporations in this State via its distributors, dealers and retailers. Such cellular phones were purchased in the State of Florida in the ordinary course of commerce and trade;
- b. Conducts and engages in substantial business and other activities in Florida by selling cellular phones and component parts, to persons, firms, or corporations in this state via its distributors, wholesalers, dealers and brokers. Such cellular phones were purchased by

consumers in the State of Florida in the ordinary course of commerce and trade and specifically in Orange County, Florida;

- c. Sells cellular phones and/or component parts with knowledge or reason to foresee that its cellular phones and/or component parts would be shipped in interstate commerce and would reach the market of Florida and its users or consumers;
- d. Voluntarily qualified to conduct business in this state by registering with the Florida Department of State and designating a resident agent for service and process in Florida.

6. This Court has jurisdiction over Defendant, APPLE, pursuant to Section 48.193(2) because it has engaged in substantial and not isolated activity in this State.

7. At all times material, Defendant, APPLE SOUTH ASIA (THAILAND) LTD. (APPLE SA), was and is a foreign corporation with its principal place of business at The Offices at CentralWorld Building, 4th Floor, Room No. HH4401-6, and HH4408-9, 999/9 Rama 1 Road, Pathumwan Sub-district, Pathumwan District, Bangkok 10330, Thailand, authorized to do business and doing business throughout the State of Florida, and engaged in the business of researching, designing, testing, constructing, manufacturing, assembling, inspecting, recalling, servicing, warranting, modifying, advertising, producing, promoting, marketing, distributing, selling, and distributing cellular phone batteries, including but not limited to the Subject iPhone battery involved in this case, within the State of Florida.

8. This Court has jurisdiction over Defendant APPLE SA, pursuant to Section 48.193(1) *et. seq.*, Florida Statutes because it personally and/or through its agents:

- a. Committed a tortious act within this state by designing, engineering, manufacturing, marketing, servicing, selling, importing, and/or distributing the defective batteries for cellular phones, to persons, firms,

or corporations in this state via its distributors, dealers, and/or wholesalers. Such defective batteries was/were purchased and/or used by consumers in Florida, including the Plaintiff, in the ordinary course of commerce and trade and specifically in Orange County, Florida;

- b. Conducts and engages in substantial business and other activities in Florida by designing, engineering, manufacturing, marketing, servicing, selling, importing, and/or distributing electronic consumer goods, including batteries for cellular phones, to persons, firms, or corporations in this state via its distributors, wholesalers and/or dealers. Such electronic consumer goods, including batteries for cellular phones, were purchased and/or used by consumers in Florida in the ordinary course of commerce and trade and specifically in Orange County, Florida;
- c. Sells electronic consumer goods, including batteries for cellular phones, and/or component parts with knowledge or reason to foresee that its products and/or component parts would be shipped in interstate commerce and would reach the market of Florida and its users or consumers.

9. At all times material, Defendant, HUIZHOU DESAY BATTERY CO., LTD., (HUIZHOU) was and is a foreign corporation with its principal place of business at No.12, Guangtal Road, HuinanHigh-tech Industrial Park, Huizhou, Guangdong Province, China, authorized to do business and doing business throughout the State of Florida, and engaged in the business of researching, designing, testing, constructing, manufacturing, assembling, inspecting, recalling, servicing, warranting, modifying, advertising, producing, promoting, marketing, distributing, selling, and distributing cellular phone batteries, including but not limited to the Subject iPhone battery involved in this case, within the State of Florida.

10. This Court has jurisdiction over Defendant, HUIZHOU, pursuant to Section 48.193(1) *et. seq.*, Florida Statutes because it personally and/or through its agents:

- a. Committed a tortious act within this state by designing, engineering, manufacturing, marketing, servicing, selling, importing, and/or distributing the defective batteries for cellular phones, to persons, firms, or corporations in this state via its distributors, dealers, and/or wholesalers. Such defective power bank(s) and/or batteries was/were purchased and/or used by consumers in Florida, including the Plaintiff, in the ordinary course of commerce and trade and specifically in Orange County, Florida;
- b. Conducts and engages in substantial business and other activities in Florida by designing, engineering, manufacturing, marketing, servicing, selling, importing, and/or distributing electronic consumer goods, including batteries for cellular phones, to persons, firms, or corporations in this state via its distributors, wholesalers and/or dealers. Such electronic consumer goods, including batteries for cellular phones, were purchased and/or used by consumers in Florida in the ordinary course of commerce and trade and specifically in Orange County, Florida;
- c. Sells electronic consumer goods, including power banks and/or batteries for cellular phones, and/or component parts with knowledge or reason to foresee that its products and/or component parts would be shipped in interstate commerce and would reach the market of Florida and its users or consumers.

11. This Court has jurisdiction over Defendant, HUIZHOU pursuant to Section 48.193(2) because it has engaged in substantial and not isolated activity in this State.

12. At all times material, Defendant, T-MOBILE SOUTH LLC (T-MOBILE FLORIDA), was and is a foreign limited liability company with its Principal Address at 12920 SE 38th Street, Bellevue, Washington, with a Registered Agent in Florida, and authorized to do business and doing business throughout the State of Florida, including at Store #9268 it was operating at 2300 South Kirkman Road, Suite 108, Orlando, Florida 32811, and was and is engaged in the business of advertising, promoting, marketing, distributing, selling, financing, and distributing cellular phones as a retail distributor, including but not limited to the subject iPhone 12 Pro Max, (SUBJECT PHONE) involved in this case, within the State of Florida.

13. This Court has jurisdiction over Defendant, T-MOBILE FLORIDA, pursuant to Section 48.193(1) *et. seq.*, Florida Statutes because it personally and/or through its agents:

- a. Committed a tortious act within this state by selling, distributing and/or delivering, defective cellular phones and component parts, to persons, firms, or corporations in this State in the ordinary course of commerce and trade;
- b. Conducts and engages in substantial business and other activities in Florida by operating and maintaining a retail store where it sells, and services cellular phones and component parts to consumers in the State of Florida in the ordinary course of commerce and trade and specifically in Orange County, Florida;
- c. Voluntarily qualified to conduct business in this state by registering with the Florida Department of State and designating a resident agent for service and process in Florida.

14. This Court has jurisdiction over Defendant, T-MOBILE FLORIDA, pursuant to Section 48.193(2) because it has engaged in substantial and not isolated activity in this State by operating and maintaining a retail store.

15. At all times material, Defendant, T-MOBILE US, INC. (T-MOBILE), was and is a foreign limited liability company with its Principal Address at 12920 SE 38th Street, Bellevue, Washington, with a Registered Agent in Florida, and authorized to do business and doing business throughout the State of Florida, including at Store #9268 it was operating at 2300 South Kirkman Road, Suite 108, Orlando, Florida 32811, and was and is engaged in the business of advertising, promoting, marketing, distributing, selling, financing, and distributing cellular phones as a retail distributor, including but not limited to the Subject iPhone involved in this case, within the State of Florida.

16. This Court has jurisdiction over Defendant, T-MOBILE pursuant to Section 48.193(1) *et. seq.*, Florida Statutes because it personally and/or through its agents:

- a. Committed a tortious act within this state by selling, distributing and/or delivering, defective cellular phones and component parts, to persons, firms, or corporations in this State in the ordinary course of commerce and trade;
- b. Conducts and engages in substantial business and other activities in Florida by operating and maintaining a retail store where it sells, and services cellular phones and component parts to consumers in the State of Florida in the ordinary course of commerce and trade and specifically in Orange County, Florida;
- c. Sells cellular phones and/or component parts with knowledge or reason to foresee that its cellular phones and/or component parts would be shipped in interstate commerce and would reach the market of Florida and its users or consumers;

- d. Voluntarily qualified to conduct business in this state by registering with the Florida Department of State and designating a resident agent for service and process in Florida.

17. This Court has jurisdiction over Defendant, T-MOBILE pursuant to Section 48.193(2) because it has engaged in substantial and not isolated activity in this State.

18. Venue is appropriate and proper in Orange County, Florida pursuant to sections 47.011, Florida Statutes as the cause of action accrued there.

ALLEGATIONS COMMON TO ALL COUNTS

19. At all times materials hereto, the Defendants, APPLE, APPLE SA, and HUIZHOU, were engaged in the business of designing, manufacturing, inspecting, servicing, distributing, marketing, advertising, and/or selling consumer products, including the Subject iPhone.

20. At all times material, Defendants, APPLE, APPLE SA, and HUIZHOU, designed, manufactured, inspected, serviced, distributed, advertised, marketed and/or sold the Subject iPhone and/or its components, placing it and its component parts into the stream of commerce in the State of Florida, and more specifically, Orange County, intending it to be used in the manner that it was being used at the time of Plaintiff's injuries.

21. At all times material, Defendants, APPLE, APPLE SA, and HUIZHOU, designed, manufactured, inspected, serviced, distributed, marketed and/or sold the Subject iPhone and/or its components in a defective manner, failing to perform and function as safely as an ordinary consumer would expect when using it in an intended or reasonably foreseeable manner, by causing the incident.

22. At all times materials hereto, the Defendants, T-MOBILE FLORIDA and T-MOBILE, were engaged in the business of advertising, marketing, selling, and/or distributing consumer products, including the Subject iPhone and its component parts.

23. At all times material, Defendants, T-MOBILE FLORIDA and T-MOBILE, advertised, marketed, sold and/or distributed the Subject iPhone and/or its component parts, placing it into the stream of commerce in the State of Florida, and more specifically, Orange County, intending it to be used in the manner that it was being used at the time of Plaintiff's injuries.

24. At all times material, Defendants, T-MOBILE FLORIDA and T-MOBILE, advertised, marketed, sold and/or distributed the Subject iPhone and/or its component parts in a defective manner, failing to perform and function as safely as an ordinary consumer would expect when using it in an intended or reasonably foreseeable manner, by causing the incident.

25. The Subject iPhone and its component parts remained unchanged from the time of design and manufacture until it caught fire, causing the PLAINTIFF to suffer substantial and severe injuries.

26. Plaintiff, DONYALE SWANN, purchased the Subject iPhone from the T-MOBILE FLORIDA and/or T-MOBILE store, Store Number 9268, located at 2300 S. Kirkman Road, Suite 108, Orlando, Florida, 32811.

27. The Subject iPhone contained defects in the design, manufacture and/or warnings at the time the Defendants, T-MOBILE FLORIDA and/or T-MOBILE sold it to the PLAINTIFF in Orange County, Florida.

28. The Subject iPhone was new at the time it was purchased by PLAINTIFF, and PLAINTIFF made no changes to the Subject iPhone after taking delivery and ownership.

29. The Subject iPhone was in the same or substantially the same defective condition at the time of the incident as it was when it left all of the Defendants' possession or control.

30. Prior to using the Subject iPhone, the warnings and instructions provided with the Subject iPhone were read and understood by the PLAINTIFF.

31. On or about June 25, 2024, the Subject iPhone was lying on a bed in the PLAINTIFF's apartment, a manner intended and foreseeable by the Defendants, when it suddenly caught fire and burned the PLAINTIFF, causing her to have excruciating burn injuries, as well as other significant injuries.

32. The fire / explosion of the Subject iPhone in some form or fashion was caused by defects in the design, manufacture and/or warnings of the Subject iPhone.

33. As a direct and proximate cause of the Subject iPhone being defective and failing to perform as intended and advertised, the PLAINTIFF sustained personal injuries resulting in the following damages:

- a. Permanent bodily injury and past, present, and future pain and suffering;
- b. Past, present, and future aggravation of pre-existing conditions and physical defects;
- c. Past, present, and future disability and physical impairment;
- d. Past, present, and future scarring and disfigurement;
- e. Past, present, and future mental anguish;
- f. Past, present, and future humiliation and embarrassment;
- g. Past, present, and future inconvenience;
- h. Past, present, and future loss of capacity for enjoyment of life; and
- i. Past, present, and future medical expenses.

34. The failure of the Subject iPhone to perform as intended and the injuries suffered by the PLAINTIFF were directly and proximately caused by the negligence of Defendants and the defects present in the Subject iPhone as set forth herein.

35. At all times material hereto and at the time of the incident on or about June 25, 2024, the Subject iPhone was defective and failed to perform and function as safely as an

ordinary consumer would expect when utilizing it in an intended and/or reasonably foreseeable manner.

COUNT 1 – STRICT LIABILITY AGAINST DEFENDANT APPLE (Design Defects)

36. At the time the Subject iPhone was designed and manufactured and placed into the stream of commerce by Defendant, APPLE, it contained design defects which rendered the Subject iPhone unreasonably dangerous to persons, such as the PLAINTIFF, and other intended and foreseeable users.

37. As a result of the design defects, the Subject iPhone failed to perform as safely as an ordinary consumer would expect when utilizing it in an intended or reasonably foreseeable manner.

38. The design defects in the Subject iPhone were the direct and proximate cause of the Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, APPLE, and further demands trial by jury.

COUNT 2 – STRICT LIABILITY AGAINST DEFENDANT APPLE (Manufacturing Defects)

39. At the time the Subject iPhone was manufactured and placed into the stream of commerce by Defendant, APPLE, it contained manufacturing defects which were unreasonably dangerous to persons, such as the Plaintiff, who was an intended and/or foreseeable user.

40. As a result of the manufacturing defects, the Subject iPhone failed to perform as intended and as safely as an ordinary consumer would expect when utilizing it in an intended or reasonably foreseeable manner.

41. The manufacturing defects in the Subject iPhone were the direct and proximate cause of Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, APPLE, and further demands trial by jury.

COUNT 3 – STRICT LIABILITY AGAINST DEFENDANT APPLE (Defective Warnings and Instructions)

42. At the time the Subject iPhone was designed and manufactured and placed into the stream of commerce by Defendant, APPLE, it lacked and/or contained defective warnings and instructions which rendered the Subject iPhone unreasonably dangerous to persons, such as the Plaintiff, who was an intended and/or foreseeable user.

43. At all times material, the Subject iPhone was maintained and inspected, and the warnings read and comprehended as often and as completely as a reasonably prudent person would have done under the same or similar circumstances, and at no time was it subject to any unintended and/or unforeseeable conditions.

44. At all times material, the use of the Subject iPhone in a manner that was intended and/or reasonably foreseeable by the Defendant, APPLE, involved substantial danger that would not be readily recognized by an ordinary user of it.

45. At all times material, Defendant, APPLE, had a duty to provide adequate warnings and instructions to intended and reasonably foreseeable users, such as the Plaintiff, on how to use, maintain, recognize and appreciate the dangers inherent with reasonable and foreseeable use of the Subject iPhone based upon superior knowledge.

46. Defendant, APPLE's, failure to give adequate warnings, or its defective warnings and instructions, resulted in the Subject iPhone failing to perform as intended and as safely as an ordinary consumer would expect when utilizing it in an intended or reasonably foreseeable manner.

47. The lack of and/or defective warnings and instructions were the direct and proximate cause of PLAINTIFF's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, APPLE, and further demands trial by jury.

COUNT 4 – NEGLIGENCE AGAINST DEFENDANT APPLE (Design Defects)

48. At all times material, Defendant, APPLE, owed a duty to Plaintiff, and to other persons similarly situated, to use reasonable care in designing, testing, assembling, manufacturing, inspecting, maintaining, selling and/or distributing the Subject iPhone, and/or in the testing and inspection of any component parts made by another, so that the Subject iPhone could be safely used in a manner and for the purpose for which it was made.

49. Defendant, APPLE, breached such duty by designing, testing, manufacturing, assembling, inspecting, maintaining, selling and/or distributing the Subject iPhone in such a negligent manner that it caught fire, even though it was being used in an intended or reasonably foreseeable manner.

50. The negligent design of the iPhone was the direct and proximate cause of Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, APPLE, and further demands trial by jury.

COUNT 5 – NEGLIGENCE AGAINST DEFENDANT APPLE (Manufacturing Defects)

51. Defendant, APPLE, owed a duty to the PLAINTIFF, and to other persons similarly situated, to use reasonable care in designing, testing, assembling, manufacturing, inspecting, maintaining, selling and/or distributing the Subject iPhone, and/or in the testing and inspection of any component parts made by another, so that the Subject iPhone could be safely used in a manner and for a purpose for which it was made.

52. Defendant, APPLE, breached such duty by designing, testing, manufacturing, assembling, inspecting, maintaining and/or repairing the Subject iPhone in such a negligent manner that it caught fire, even though it was being used in an intended or reasonably foreseeable manner.

53. The negligent manufacturing of the Subject iPhone was the direct and proximate cause of Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, APPLE, and further demands trial by jury.

COUNT 6 – NEGLIGENCE AGAINST DEFENDANT APPLE (Defective Warnings And Instructions)

54. At all times material, the use of the Subject iPhone in a manner that was intended and/or reasonably foreseeable by Defendant, APPLE, involved substantial dangers that would not be readily recognized by an ordinary user of the Subject iPhone, even while being used in an intended and/or reasonably foreseeable manner.

55. At all times material, this danger was known or knowable by Defendant, APPLE, considering the generally recognized and prevailing best scientific knowledge available at the time of the design, manufacture, and distribution of the Subject iPhone.

56. At all times material, Defendant, APPLE had a duty to provide adequate warnings and instructions to intended and reasonably foreseeable users of the Subject iPhone such as the PLAINTIFF, on how to use, recognize and appreciate the dangers inherent within it.

57. At all times material, Defendant, APPLE, failed to give adequate warnings and instructions of the dangers associated with the Subject iPhone.

58. The lack of and/or negligent warnings and instructions on or with the Subject iPhone were the direct and proximate cause of the PLAINTIFF's catastrophic injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, APPLE, and further demands trial by jury.

COUNT 7 – ORDINARY NEGLIGENCE AGAINST DEFENDANT APPLE

59. APPLE owed a duty to consumers of its products, including DONYALE SWANN, to use reasonable care in the design, manufacturer, testing, marketing, distribution, inspection, and sale of the Subject iPhone, and also owed a duty to warn or instruct consumers about any

dangers inherent in it.

60. APPLE breached its duties in one or more of the following ways:

- a. Failing to properly design the Subject iPhone;
- b. Failing to properly manufacture the Subject iPhone;
- c. Failing to properly test the Subject iPhone;
- d. Failing to properly market the Subject iPhone;
- e. Failing to properly distribute the Subject iPhone;
- f. Failing to ensure that all the hardware and software of the Subject iPhone were in a safe and working condition;
- g. Failing to properly inspect the Subject iPhone, including the safety systems, to ensure it was in working order before sale;
- h. Failing to warn the Plaintiff about any issues that could affect the proper operation of the Subject iPhone;
- i. Failing to warn the Plaintiff about dangers inherent in the Subject iPhone;
- j. Creating a foreseeable zone of risk to users of the defective Subject iPhone;

61. As a direct and proximate result of the negligence of APPLE, the Subject iPhone caught fire while the PLAINTIFF was using it in a normal and intended manner, resulting in him suffering catastrophic injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, APPLE, and further demands trial by jury.

COUNT 8 – STRICT LIABILITY AGAINST DEFENDANT APPLE SA (Design Defects)

62. At the time the Subject iPhone was designed and manufactured and placed into the stream of commerce by Defendant, APPLE SA, it contained design defects which rendered the Subject iPhone unreasonably dangerous to persons, such as the PLAINTIFF, and other intended and foreseeable users.

63. As a result of the design defects, the Subject iPhone failed to perform as safely as an ordinary consumer would expect when utilizing it in an intended or reasonably foreseeable manner.

64. The design defects in the Subject iPhone were the direct and proximate cause of the Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, APPLE SA, and further demands trial by jury.

COUNT 9 – STRICT LIABILITY AGAINST DEFENDANT APPLE SA (Manufacturing Defects)

65. At the time the Subject iPhone was manufactured and placed into the stream of commerce by Defendant, APPLE SA, it contained manufacturing defects which were unreasonably dangerous to persons, such as the Plaintiff, who was an intended and/or foreseeable user.

66. As a result of the manufacturing defects, the Subject iPhone failed to perform as intended and as safely as an ordinary consumer would expect when utilizing it in an intended or reasonably foreseeable manner.

67. The manufacturing defects in the Subject iPhone were the direct and proximate cause of Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, APPLE SA, and further demands trial by jury.

COUNT 10 – STRICT LIABILITY AGAINST DEFENDANT APPLE SA (Defective Warnings and Instructions)

68. At the time the Subject iPhone was designed and manufactured and placed into the stream of commerce by Defendant, APPLE SA, it lacked and/or contained defective warnings and instructions which rendered the Subject iPhone unreasonably dangerous to persons, such as the Plaintiff, who was an intended and/or foreseeable user.

69. At all times material, the Subject iPhone was maintained and inspected, and the warnings read and comprehended as often and as completely as a reasonably prudent person would have done under the same or similar circumstances, and at no time was it subject to any unintended and/or unforeseeable conditions.

70. At all times material, the use of the Subject iPhone in a manner that was intended and/or reasonably foreseeable by the Defendant, APPLE SA, involved substantial danger that would not be readily recognized by an ordinary user of it.

71. At all times material, Defendant, APPLE SA, had a duty to provide adequate warnings and instructions to intended and reasonably foreseeable users, such as the Plaintiff, on how to use, maintain, recognize and appreciate the dangers inherent with reasonable and foreseeable use of the Subject iPhone based upon superior knowledge.

72. Defendant, APPLE SA's, failure to give adequate warnings, or its defective warnings and instructions, resulted in the Subject iPhone failing to perform as intended and as safely as an ordinary consumer would expect when utilizing it in an intended or reasonably foreseeable manner.

73. The lack of and/or defective warnings and instructions were the direct and proximate cause of PLAINTIFF's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, APPLE SA, and further demands trial by jury.

COUNT 11 – NEGLIGENCE AGAINST DEFENDANT APPLE SA (Design Defects)

74. At all times material, Defendant, APPLE SA, owed a duty to Plaintiff, and to other persons similarly situated, to use reasonable care in designing, testing, assembling, manufacturing, inspecting, maintaining, selling and/or distributing the Subject iPhone, and/or in the testing and inspection of any component parts made by another, so that the Subject iPhone could be safely used in a manner and for the purpose for which it was made.

75. Defendant, APPLE SA, breached such duty by designing, testing, manufacturing, assembling, inspecting, maintaining, selling and/or distributing the Subject iPhone in such a negligent manner that it caught fire, even though it was being used in an intended or reasonably foreseeable manner.

76. The negligent design of the iPhone was the direct and proximate cause of Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, APPLE SA, and further demands trial by jury.

COUNT 12 – NEGLIGENCE AGAINST DEFENDANT APPLE SA (Manufacturing Defects)

77. Defendant, APPLE SA, owed a duty to the PLAINTIFF, and to other persons similarly situated, to use reasonable care in designing, testing, assembling, manufacturing, inspecting, maintaining, selling and/or distributing the Subject iPhone, and/or in the testing and inspection of any component parts made by another, so that the Subject iPhone could be safely used in a manner and for a purpose for which it was made.

78. Defendant, APPLE SA, breached such duty by designing, testing, manufacturing, assembling, inspecting, maintaining and/or repairing the Subject iPhone in such a negligent manner that it caught fire, even though it was being used in an intended or reasonably foreseeable manner.

79. The negligent manufacturing of the Subject iPhone was the direct and proximate cause of Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, APPLE SA, and further demands trial by jury.

COUNT 13 – NEGLIGENCE AGAINST DEFENDANT APPLE SA (Defective Warnings And Instructions)

80. At all times material, the use of the Subject iPhone in a manner that was intended and/or reasonably foreseeable by Defendant, APPLE SA, involved substantial dangers

that would not be readily recognized by an ordinary user of the Subject iPhone, even while being used in an intended and/or reasonably foreseeable manner.

81. At all times material, this danger was known or knowable by Defendant, APPLE SA, considering the generally recognized and prevailing best scientific knowledge available at the time of the design, manufacture, and distribution of the Subject iPhone.

82. At all times material, Defendant, APPLE SA had a duty to provide adequate warnings and instructions to intended and reasonably foreseeable users of the Subject iPhone such as the PLAINTIFF, on how to use, recognize and appreciate the dangers inherent within it.

83. At all times material, Defendant, APPLE SA, failed to give adequate warnings and instructions of the dangers associated with the Subject iPhone.

84. The lack of and/or negligent warnings and instructions on or with the Subject iPhone were the direct and proximate cause of the PLAINTIFF's catastrophic injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, APPLE SA, and further demands trial by jury.

COUNT 14 – ORDINARY NEGLIGENCE AGAINST DEFENDANT APPLE SA

85. APPLE SA owed a duty to consumers of its products, including DONYALE SWANN, to use reasonable care in the design, manufacturer, testing, marketing, distribution, inspection, and sale of the Subject iPhone, and also owed a duty to warn or instruct consumers about any dangers inherent in it.

86. APPLE SA breached its duties in one or more of the following ways:

- a. Failing to properly design the Subject iPhone;
- b. Failing to properly manufacture the Subject iPhone;
- c. Failing to properly test the Subject iPhone;
- d. Failing to properly market the Subject iPhone;
- e. Failing to properly distribute the Subject iPhone;

- f. Failing to ensure that all the hardware and software of the Subject iPhone were in a safe and working condition;
- g. Failing to properly inspect the Subject iPhone, including the safety systems, to ensure it was in working order before sale;
- h. Failing to warn the Plaintiff about any issues that could affect the proper operation of the Subject iPhone;
- i. Failing to warn the Plaintiff about dangers inherent in the Subject iPhone;
- j. Creating a foreseeable zone of risk to users of the defective Subject iPhone;

80. As a direct and proximate result of the negligence of APPLE SA, the Subject iPhone caught fire while the PLAINTIFF was using it in a normal and intended manner, resulting in him suffering catastrophic injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, APPLE SA, and further demands trial by jury.

COUNT 15 – STRICT LIABILITY AGAINST DEFENDANT HUIZHOU

81. At the time the battery and its component parts designed for the Subject iPhone were designed and manufactured and placed into the stream of commerce by Defendant, HUIZHOU, it/they contained design defects which rendered the Subject iPhone unreasonably dangerous to persons, such as the Plaintiff, and other intended and foreseeable users.

82. As a result of the design defects, the battery and its component parts designed for the Subject iPhone, failed to perform as safely as an ordinary consumer would expect when utilizing the Subject iPhone in an intended or reasonably foreseeable manner.

83. The design defects in the battery and components of the Subject iPhone were the direct and proximate cause of the Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, HUIZHOU, and further demands trial by jury.

COUNT 16 – STRICT LIABILITY AGAINST DEFENDANTS HUIZHOU (Manufacturing Defects)

84. At the time the battery and its component parts designed for the Subject iPhone were designed and manufactured and placed into the stream of commerce by Defendant, HUIZHOU, it/they contained manufacturing defects which were unreasonably dangerous to persons, such as the Plaintiff, who was an intended and/or foreseeable user.

85. As a result of the manufacturing defects, the battery and its component parts designed for the Subject iPhone failed to perform as intended and as safely as an ordinary consumer would expect when utilizing the Subject iPhone in an intended or reasonably foreseeable manner.

86. The manufacturing defects in the battery and components of the Subject iPhone were the direct and proximate cause of Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, HUIZHOU, and further demands trial by jury.

COUNT 17 – STRICT LIABILITY AGAINST DEFENDANTS HUIZHOU (Defective Warnings and Instructions)

87. At the time the battery and its component parts designed for the Subject iPhone were designed and manufactured and placed into the stream of commerce by Defendant, HUIZHOU, neither they, nor the Subject iPhone itself contained warnings and/or instructions, rendering the battery and its component parts and the iPhone itself defective and unreasonably dangerous to persons, such as the Plaintiff, who was an intended and/or foreseeable user.

88. At all times material, the battery and its component parts designed for the Subject iPhone as well as the iPhone itself, were maintained and inspected, and the warnings read and comprehended as often and as completely as a reasonably prudent person would have done under the same or similar circumstances, and at no time was the battery and its component parts or the Subject iPhone itself subject to any unintended and/or unforeseeable conditions.

89. At all times material, the use of the Subject iPhone which contained the battery and component parts as designed and/or manufactured by the Defendant, HUIZHOU, the battery and/or the component parts used in the Subject iPhone and the Subject iPhone itself were used in a manner that was intended and/or reasonably foreseeable by the Defendant, HUIZHOU and involved substantial danger that would not be readily recognized by an ordinary user.

90. At all times material, Defendant, HUIZHOU, had a duty to provide adequate warnings and instructions to intended and reasonably foreseeable users, such as the Plaintiff, on how to use, maintain, recognize and appreciate the dangers inherent within reasonable and foreseeable use of the battery and its component parts designed for the Subject iPhone as well as Subject the iPhone itself, based upon these Defendants' superior knowledge.

91. Defendant, HUIZHOU, failure to give adequate warnings, or their defective warnings and instructions, resulted in the battery and its component parts designed for the Subject iPhone as well as the Subject iPhone itself failing to perform as intended and as safely as an ordinary consumer would expect when utilizing the Subject iPhone in an intended or reasonably foreseeable manner.

92. The lack of and/or defective warnings and instructions were the direct and proximate cause of Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, HUIZHOU, and further demands trial by jury.

COUNT 18 – NEGLIGENCE AGAINST DEFENDANTS HUIZHOU (Design Defects)

93. At all times material, Defendant, HUIZHOU, owed a duty to Plaintiff, and to other persons similarly situated, to use reasonable care in designing, testing, assembling, manufacturing, inspecting, maintaining and/or repairing of the battery and the component parts designed for the Subject iPhone, and/or in the testing and inspection of any component parts

made by another, so that the battery and component parts and the Subject iPhone itself could be safely used in a manner and for the purpose for which it was made.

94. Defendant, HUIZHOU, breached such duty by designing, testing, manufacturing, assembling, inspecting, maintaining and/or repairing the battery and component parts designed for the Subject iPhone in such a negligent manner that it caught fire, even though it was being used in an intended or reasonably foreseeable manner.

95. The negligent design of the battery and component parts designed for the Subject iPhone was the direct and proximate cause of Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, HUIZHOU, and further demands trial by jury.

COUNT 19 – NEGLIGENCE AGAINST DEFENDANTS HUIZHOU (Manufacturing Defects)

96. Defendant, HUIZHOU owed a duty to the Plaintiff, and to other persons similarly situated, to use reasonable care in designing, testing, assembling, manufacturing, inspecting, maintaining and/or repairing the battery and component parts designed for the Subject iPhone, and/or in the testing and inspection of any component parts made by another, so that the battery and component parts designed for the Subject iPhone and the Subject iPhone itself could be safely used in a manner and for a purpose for which it was made.

97. Defendant, HUIZHOU, breached such duty by designing, testing, manufacturing, assembling, inspecting, maintaining and/or repairing the battery and component parts designed for the Subject iPhone in such a negligent manner that it caught fire, even though it was being used in an intended or reasonably foreseeable manner.

98. The negligent manufacturing of the battery and component parts designed for the Subject iPhone was the direct and proximate cause of Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, HUIZHOU, and further demands trial by jury.

COUNT 20 – NEGLIGENCE AGAINST DEFENDANTS HUIZHOU (Defective Warnings and Instructions)

99. At all times material hereto, the use of the battery and component parts designed for the Subject iPhone in a manner that was intended and/or reasonably foreseeable by Defendant, HUIZHOU, involved substantial dangers that would not be readily recognized by an ordinary user of the battery, its component parts or, the Subject iPhone itself, even while being used in an intended and/or reasonably foreseeable manner.

100. At all times material hereto, this danger was known or knowable by the Defendant, HUIZHOU, considering the generally recognized and prevailing best scientific knowledge available at the time of the design, manufacture, and distribution of the battery and its component parts designed for the Subject iPhone.

101. At all times material hereto, Defendant, HUIZHOU, had a duty to provide adequate warnings and instructions to intended and reasonably foreseeable users of the battery, its component parts or, the Subject iPhone itself, such as the Plaintiff, on how to use, recognize and appreciate the dangers inherent with the reasonable and foreseeable use therein

102. At all times material hereto, Defendant, HUIZHOU, failed to give adequate warnings and instructions of the dangers associated with the battery or the component parts for the Subject iPhone, or, the Subject iPhone itself.

103. The lack of and/or negligent warnings and instructions on or with the battery or the component parts for the Subject iPhone, or, the Subject iPhone itself, were the direct and proximate cause of Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, HUIZHOU, and further demands trial by jury.

COUNT 21 – ORDINARY NEGLIGENCE AGAINST DEFENDANTS HUIZHOU

104. At all times material, Defendant, HUIZHOU owed a duty to consumers of its products, including DONYALE SWANN, to use reasonable care in the design, manufacturer,

testing, marketing, distribution, inspection, and sale of the battery and/or the component parts used in the Subject iPhone, and/or, the Subject iPhone itself, and also owed a duty to warn or instruct consumers about any inherent dangers.

105. HUIZHOU breached its duties in one or more of the following ways:

- a. Failing to properly design the battery and/or the component parts used in the Subject iPhone ;
- b. Failing to properly manufacture the battery and/or the component parts used in the Subject iPhone;
- c. Failing to properly test the battery and/or the component parts used in the Subject iPhone;
- d. Failing to properly market the battery and/or the component parts used in the Subject iPhone;
- e. Failing to properly distribute the battery and/or the component parts used in the Subject iPhone;
- f. Failing to ensure that all the hardware and software of the battery and/or the component parts used in the Subject iPhone were in a safe and working condition;
- g. Failing to properly inspect the battery and/or the component parts used in the Subject iPhone, including the safety systems, to ensure it was in working order before sale;
- h. Failing to warn the Plaintiff about any issues that could affect the proper operation of the battery and/or the component parts used in the Subject iPhone
- i. Failing to warn the Plaintiff about dangers inherent in the battery and/or the component parts used in the Subject iPhone;
- j. Creating a foreseeable zone of risk to users of the defective battery and/or the component parts used in the Subject iPhone, and/or the Subject iPhone itself.

106. As a direct and proximate result of the negligence of HUIZHOU, the battery and/or its component parts and the Subject iPhone itself caught fire while PLAINTIFF was using it in a normal and intended manner, resulting in her suffering catastrophic injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendant, HUIZHOU, and further demands trial by jury.

COUNT 22 – STRICT LIABILITY AGAINST DEFENDANTS T-MOBILE AND T-MOBILE FLORIDA (Design Defects)

107. At the time the Subject iPhone was designed and manufactured and placed into the stream of commerce by Defendants, T-MOBILE and/or T-MOBILE FLORIDA, it contained design defects which rendered the Subject iPhone unreasonably dangerous to persons, such as the Plaintiff, and other intended and foreseeable users.

108. As a result of the design defects, the Subject iPhone failed to perform as safely as an ordinary consumer would expect when utilizing it in an intended or reasonably foreseeable manner.

109. The design defects in the Subject iPhone were the direct and proximate cause of the Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendants, T-MOBILE and T-MOBILE FLORIDA, and further demands trial by jury.

COUNT 23 – STRICT LIABILITY AGAINST DEFENDANTST-MOBILE AND T-MOBILE FLORIDA (Manufacturing Defects)

110. At the time the Subject iPhone was manufactured and placed into the stream of commerce by Defendants, T-MOBILE and/or T-MOBILE FLORIDA, it contained manufacturing defects which were unreasonably dangerous to persons, such as the Plaintiff, who was an intended and/or foreseeable user.

111. As a result of the manufacturing defects, the Subject iPhone failed to perform as intended and as safely as an ordinary consumer would expect when utilizing it in an intended or reasonably foreseeable manner.

112. The manufacturing defects in the Subject iPhone were the direct and proximate cause of Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendants, T-MOBILE and T-MOBILE FLORIDA, and further demands trial by jury.

COUNT 24 – STRICT LIABILITY AGAINST DEFENDANTS T-MOBILE AND T-MOBILE FLORIDA (Defective Warnings and Instructions)

113. At the time the Subject iPhone was designed and manufactured and placed into the stream of commerce by Defendants, T-MOBLIE and/or T-MOBILE FLORIDA, it lacked and/or contained defective warnings and instructions which rendered the Subject iPhone unreasonably dangerous to persons, such as the Plaintiff, who was an intended and/or foreseeable user.

114. At all times material, the Subject iPhone was maintained and inspected, and the warnings read and comprehended as often and as completely as a reasonably prudent person would have done under the same or similar circumstances, and at no time was it subject to any unintended and/or unforeseeable conditions.

115. At all times material, the use of the Subject iPhone in a manner that was intended and/or reasonably foreseeable by the Defendants, T-MOBILE and/or T-MOBILE FLORIDA, involved substantial danger that would not be readily recognized by an ordinary user of the Subject iPhone.

116. At all times material, Defendant, T-MOBILE and/or T-MOBILE FLORIDA, had a duty to provide adequate warnings and instructions to intended and reasonably foreseeable users, such as the Plaintiff, on how to use, maintain, recognize and appreciate the dangers inherent with reasonable and foreseeable use of the Subject iPhone based upon superior knowledge.

117. Defendants, T-MOBILE and/or T-MOBILE FLORIDA, failure to give adequate warnings, or its defective warnings and instructions, resulted in the Subject iPhone failing to perform as intended and as safely as an ordinary consumer would expect when utilizing it in an intended or reasonably foreseeable manner.

118. The lack of and/or defective warnings and instructions were the direct and proximate cause of Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendants, T-MOBILE and T-MOBILE FLORIDA, and further demands trial by jury.

COUNT 25 – NEGLIGENCE AGAINST DEFENDANTS T-MOBILE AND T-MOBILE FLORIDA
(Design Defects)

119. At all times material, Defendants, T-MOBILE and T-MOBILE FLORIDA, owed a duty to Plaintiff, and to other persons similarly situated, to use reasonable care in designing, testing and inspecting, the Subject iPhone, and/or in the testing and inspection of any component parts made by another, so that it could be safely used in a manner and for the purpose for which it was made.

120. Defendants, T-MOBILE and T-MOBILE FLORIDA, breached such duty by designing, testing, and inspecting, the Subject iPhone in such a negligent manner that it caught fire, even though it was being used in an intended or reasonably foreseeable manner.

121. The negligent design of the Subject iPhone was the direct and proximate cause of Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendants, T-MOBILE and T-MOBILE FLORIDA, and further demands trial by jury.

COUNT 26 – NEGLIGENCE AGAINST T-MOBILE AND T-MOBILE FLORIDA
(Manufacturing Defects)

122. Defendants, T-MOBILE and T-MOBILE FLORIDA, owed a duty to the Plaintiff, and to other persons similarly situated, to use reasonable care in testing, assembling, manufacturing, and/or inspecting the Subject iPhone, and/or in the testing and inspection of any component parts made by another, so that the it could be safely used in a manner and for a purpose for which it was made.

123. Defendants, T-MOBILE and/or T-MOBILE FLORIDA, breached such duty by testing, assembling and/or inspecting, the Subject iPhone in such a negligent manner that it caught fire, even though it was being used in an intended or reasonably foreseeable manner.

124. The negligent manufacturing of the Subject iPhone was the direct and proximate cause of Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendants, T-MOBILE and T-MOBILE FLORIDA, and further demands trial by jury.

**COUNT 27 – NEGLIGENCE AGAINST DEFENDANTS T-MOBILE AND T-MOBILE FLORIDA
(Defective Warnings and Instructions)**

125. At all times material, the use of the Subject iPhone in a manner that was intended and/or reasonably foreseeable by Defendant, T-MOBILE and T-MOBILE FLORIDA, involved substantial dangers that would not be readily recognized by an ordinary user of the Subject iPhone, even while being used in an intended and/or reasonably foreseeable manner.

126. At all times material, this danger was known or knowable by Defendants, T-MOBILE and T-MOBILE FLORIDA, considering the generally recognized and prevailing best scientific knowledge available at the time of the design, manufacture, and distribution of the Subject iPhone.

127. At all times material, Defendants, T-MOBILE and T-MOBILE FLORIDA, had a duty to provide adequate warnings and instructions to intended and reasonably foreseeable users of the Subject iPhone, such as the Plaintiff, on how to use, recognize and appreciate the dangers inherent with it.

128. At all times material, Defendants, T-MOBILE and T-MOBILE FLORIDA, failed to give adequate warnings and instructions of the dangers associated with the Subject iPhone.

129. The lack of and/or negligent warnings and instructions on or with the Subject iPhone were the direct and proximate cause of Plaintiff's injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages against Defendants, T-MOBILE and T-MOBILE FLORIDA, and further demands trial by jury.

COUNT 28 – ORDINARY NEGLIGENCE AGAINST T-MOBILE AND T-MOBILE FLORIDA

130. Defendants, T-MOBILE and T-MOBILE FLORIDA owed a duty to consumers of its products, including DONYALE SWANN, to use reasonable care in the advertising, marketing, promotion and sale of the Subject iPhone, and also owed a duty to warn or instruct consumers about any dangers inherent in it.

131. Defendants T-MOBILE and T-MOBILE FLORIDA breached its duties in one or more of the following ways:

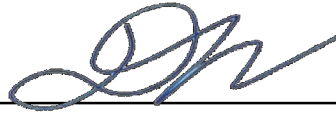
- a. Failing to properly market the Subject iPhone;
- b. Failing to properly distribute the Subject iPhone;
- c. Failing to ensure that all the hardware and software of the Subject iPhone were in a safe and working condition;
- d. Failing to properly inspect the Subject iPhone, including the safety systems, to ensure it was in working order before sale;
- e. Failing to warn the Plaintiff about any issues that could affect the proper operation of the Subject iPhone;
- f. Failing to warn the Plaintiff about dangers inherent in the Subject iPhone;
- g. Creating a foreseeable zone of risk to users of the defective Subject iPhone;

132. As a direct and proximate result of the negligence of T-MOBILE and T-MOBILE FLORIDA, the Subject iPhone caught fire while PLAINTIFF was using it in a normal and intended manner, resulting in her suffering catastrophic injuries.

WHEREFORE, the Plaintiff, DONYALE SWANN, demands judgment for damages

against Defendants, T-MOBILE and T-MOBILE FLORIDA, and further demands trial by jury.

DATED this 17th day of June, 2026.



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IN THE COUNTY COURT OF THE
NINTH JUDICIAL CIRCUIT, IN AND
FOR ORANGE AND OSCEOLA
COUNTY, FLORIDA

IN RE: COUNTY CIVIL CASE
MANAGEMENT PLAN AND
ORDER

_____ /

**COUNTY CIVIL
STANDING CASE MANAGEMENT PLAN/ORDER
(General Track)**

PURSUANT TO Florida Rule of Civil Procedure 1.200, and Ninth Judicial Circuit Court Administrative Order No. 2021-04-05 as amended (collectively the “Case Management Administrative Orders”), this case is before the Court for case management. Based on the case type of the initial filing in this case, the Case Management Administrative Orders, and pursuant to Rule 2.545, Fla. R. Gen. Prac. & Jud. Admin., the Court hereby establishes a case management plan. It is hereby

ORDERED that:

1. **COMPLIANCE WITH THIS CASE MANAGEMENT PLAN/ORDER:** The parties shall strictly comply with the terms of this Case Management Plan/Order, unless otherwise ordered by the Court. FAILURE TO COMPLY WITH ALL REQUIREMENTS OF THIS ORDER WILL RESULT IN THE IMPOSITION OF SANCTIONS.

2. **ADDITIONAL NINTH CIRCUIT AND DIVISION SPECIFIC GUIDELINES:** All counsel and unrepresented parties shall familiarize themselves and comply with the requirements of the following: (i) **Amended Administrative Order Establishing the Ninth Judicial Circuit Court Circuit Civil Court Guidelines** [\(AO 2012-03-01\)](#); (ii) **Amended Administrative Order Establishing the Ninth Judicial Circuit Courtroom Decorum Policy** [\(AO 2003-07-02\)](#) (iii) **Amended Administrative Order Establishing the Ninth Judicial Circuit Court County Civil Court Guidelines, Orange County** [\(AO2017-04-02\)](#) and (iv) [any division-specific guidelines that may be applicable](#).

3. **MODIFICATION OF THIS ORDER:** The provisions of this Order may be modified only in accordance with Fla. R. Civ. P. 1.200.

4. **SERVICE OF THIS ORDER WITH INITIAL PROCESS:** Pursuant to the Case Management Orders, the Plaintiff shall file a copy of this Order in the case. Any party serving an initial pleading (complaint, third-party complaint, etc.) in this case shall serve a copy of this Order together with initial service of process.

CASE MANAGEMENT PLAN – GENERAL TRACK

Note: All dates are to be calculated from the date of filing of the initial complaint unless otherwise noted.

Deadline for Service of Process:	120 days
Deadline for Service of Process extended if not accomplished within 120 days:	150 days, failing same, all unserved defendants are dismissed without prejudice without further notice or opportunity to be heard
Deadline for Leave to Add Parties and Amend Pleadings:	Motions must be set for hearing and heard within 90 days from service on the last defendant, or deemed abandoned and denied
Preliminary Motions including, but not limited to, Motions to Dismiss, Motions for More Definite Statement, Motions to Strike, Motions to Stay or Compel Appraisal/Arbitration and any objections to the pleadings:	Must be set for hearing and heard within 60 days from filing of the motion/objection, or deemed abandoned and denied. Non-movant shall timely submit a proposed order in the event the motion/objection is deemed abandoned and denied
Initial Discovery Disclosures:	60 days after service. See Fla. R. Civ. P. 1.280(a)(3)
Deadline for Completion of Fact and Expert Discovery:	450 days (additional disclosure and discovery deadlines will be established by the Uniform Order Setting Pre-Trial and Trial in the case)
Pre-trial Motions, including Dispositive and <i>Daubert</i> Motions	Must be filed no later than 15 days after completion of discovery and heard no later than 7 days prior to the pre-trial conference, or deemed abandoned and denied
Mediation/Alternative Dispute Resolution	Within 30 days after completion of the depositions of all parties, counsel shall meet and confer regarding whether an early mediation would be productive to resolution of certain issues or the entire case. A final mediation shall occur no later than 30 days after completion of all discovery

Approximate Pre-Trial Conference:	17 months <i>Actual Date to be set by Trial Order</i>
Approximate Trial Date:	18 months <i>Actual date to be set by Trial Order</i>

5. **NOTICES FOR TRIAL:** If the Court has not issued a Trial Order within 240 days from the date the case was filed, Plaintiff shall confer with opposing counsel/party regarding the anticipated length of trial and file a Notice for Trial. The Plaintiff shall forward a copy of the Notice for Trial to the Judicial Assistant at the Division email address noted on the [Ninth Circuit website](#).
6. **DISCOVERY:** All counsel and unrepresented parties shall familiarize themselves with the current edition of the [Florida Handbook on Civil Discovery Practice](#) and seek to resolve discovery issues without court intervention whenever possible.
7. **SETTLEMENT:** *The case will not be removed from the docket until all documents necessary for closure of the case are filed with the Clerk and notification has been provided to the judicial assistant. A notice of settlement is not sufficient to remove the case from the trial docket.*

DONE AND ORDERED in Orange/Osceola County, Florida.

/s/

Chief Judge

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator in your county at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days. If you are hearing or voice impaired, call 711.

ORANGE COUNTY: Human Resources, Orange County Courthouse,
425 N. Orange Avenue, Suite 510, Orlando, Florida, (407) 836-2303

OSCEOLA COUNTY: Court Administration, Osceola County Courthouse,
2 Courthouse Square, Suite 6300, Kissimmee, Florida, (407) 742-2417

DONYALE SWANN, a Florida Citizen and Resident,

Plaintiff,
vs.

IN THE CIRCUIT COURT OF THE NINTH
JUDICIAL CIRCUIT IN AND FOR ORANGE
COUNTY, FLORIDA

CASE NO.:

APPLE, INC., a Foreign Corporation, APPLE
SOUTH ASIA (THAILAND) LTD., a Foreign
Corporation, HUIZHOU DESAY BATTERY
CO., LTD., a Foreign Corporation, T-MOBILE
SOUTH, LLC, a Foreign Limited Liability
Company, and T-MOBILE US, INC. a Foreign
Corporation,

Defendants.

NOTICE OF COMPLIANCE WITH INITIAL DISCLOSURES

The Plaintiff, DONYALE SWANN, a Florida Citizen and Resident, by and through undersigned counsel, hereby gives Notice of Compliance with Initial Discovery Disclosure per Fl. R. Civ. P. 1.280.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy hereof has been filed with the Clerk of the Court through Florida Courts eFiling Portal and to be served contemporaneously with the Summons and Complaint on June 17, 2026.



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Attorneys for Plaintiff

DONYALE SWANN, a Florida Citizen and
Resident,

Plaintiff,
vs.

APPLE, INC., a Foreign Corporation,
APPLE SOUTH ASIA (THAILAND) LTD.,
a Foreign Corporation, HUIZHOU DESAY
BATTERY CO., LTD., a Foreign
Corporation, T-MOBILE SOUTH, LLC, a
Foreign Limited Liability Company, and T-
MOBILE US, INC. a Foreign Corporation,

Defendants.

IN THE CIRCUIT COURT OF THE NINTH
JUDICIAL CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA.

CASE NO.: 2026-CA-006458-O

CIVIL ACTION SUMMONS

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE COMMANDED to serve this summons and a copy of the Complaint
and/or Petition in this action on Defendant:

APPLE, INC.

**By serving: C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324**

Each defendant is required to serve written defenses to the Complaint or petition on

Ben J. Whitman, Esquire and
Daniel D. Walker of
CLARK, FOUNTAIN, LITTKY-RUBIN & WHITMAN, LLP

Plaintiffs' attorney, whose address is:

3601 PGA Blvd., Suite 300
Palm Beach Gardens, FL 33410
PH: (561) 899-2100 FAX: (561) 832-3580
E-Mail: bwhitman@clarkfountain.com; dwalker@clarkfountain.com

within 20 days after service of this summons on that defendant, exclusive of the day of service and to file the original of the defenses with the clerk of this court either before service on plaintiffs' attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

DATED: June 18, 2026.

As Clerk of the Court

By: *s/ Rasheda Thomas*
As Deputy Clerk



Tiffany Moore Russell, Clerk of Courts
Civil Division
425 N Orange Ave
Room 350
Orlando, Florida 32801

IMPORTANTE

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“If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact ADA Coordinator, Human Resources, Orange County Courthouse, 425 N. Orange Avenue, Suite 510, Orlando, Florida; telephone number (407) 836-2303 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.”

“Si usted es una persona con discapacidad que necesita algún tipo de adaptación para participar en este procedimiento, tiene derecho a recibir cierta asistencia sin costo alguno. Comuníquese con el Coordinador de la ADA, Recursos Humanos, Orange County Courthouse, 425 N. Orange Avenue, Suite 510, Orlando, Florida, al (407) 836-2303, al menos 7 días antes de su comparecencia programada ante el tribunal, o inmediatamente después de recibir esta notificación si el tiempo antes de la comparecencia es menor a 7 días; si tiene problemas de audición o de voz, llame al 711.”

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DONYALE SWANN, a Florida Citizen and
Resident,

IN THE CIRCUIT COURT OF THE NINTH
JUDICIAL CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA.

Plaintiff,
vs.

CASE NO.: 2026-CA-006458-O

APPLE, INC., a Foreign Corporation,
APPLE SOUTH ASIA (THAILAND) LTD.,
a Foreign Corporation, HUIZHOU DESAY
BATTERY CO., LTD., a Foreign
Corporation, T-MOBILE SOUTH, LLC, a
Foreign Limited Liability Company, and T-
MOBILE US, INC. a Foreign Corporation,

Defendants.

CIVIL ACTION SUMMONS

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE COMMANDED to serve this summons and a copy of the Complaint
and/or Petition in this action on Defendant:

APPLE SOUTH ASIA (THAILAND) LTD.

**By serving: The Offices at CentralWorld Building
44th Floor (Room HH4401-6 and HH4408-9), 999/9 Rama 1 Road
Pathumwan Sub-district, Pathumwan District
Bangkok 10330, Thailand**

Each defendant is required to serve written defenses to the Complaint or petition on

Ben J. Whitman, Esquire and
Daniel D. Walker of
CLARK, FOUNTAIN, LITTKY-RUBIN & WHITMAN, LLP

Plaintiffs' attorney, whose address is:

3601 PGA Blvd., Suite 300
Palm Beach Gardens, FL 33410
PH: (561) 899-2100 FAX: (561) 832-3580
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within 20 days after service of this summons on that defendant, exclusive of the day of service and to file the original of the defenses with the clerk of this court either before service on plaintiffs' attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

DATED: June 18, 2026.

As Clerk of the Court

By: *s/ Rasheda Thomas*

As Deputy Clerk



Tiffany Moore Russell, Clerk of Courts
Civil Division
425 N Orange Ave
Room 350
Orlando, Florida 32801

IMPORTANTE

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DONYALE SWANN, a Florida Citizen and
Resident,

Plaintiff,

vs.

APPLE, INC., a Foreign Corporation,
APPLE SOUTH ASIA (THAILAND) LTD.,
a Foreign Corporation, HUIZHOU DESAY
BATTERY CO., LTD., a Foreign
Corporation, T-MOBILE SOUTH, LLC, a
Foreign Limited Liability Company, and T-
MOBILE US, INC. a Foreign Corporation,

Defendants.

IN THE CIRCUIT COURT OF THE NINTH
JUDICIAL CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA.

CASE NO.: 2026-CA-006458-O

CIVIL ACTION SUMMONS

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE COMMANDED to serve this summons and a copy of the Complaint
and/or Petition in this action on Defendant:

HUIZHOU DESAY BATTERY CO., LTD.

**By serving: No.12, Guangtai Road, Huinan High-Tech Industrial Development
Zone, Huizhou, Guangdong, China**

Each defendant is required to serve written defenses to the Complaint or petition on

Ben J. Whitman, Esquire and
Daniel D. Walker of
CLARK, FOUNTAIN, LITTKY-RUBIN & WHITMAN, LLP

Plaintiffs' attorney, whose address is:

3601 PGA Blvd., Suite 300
Palm Beach Gardens, FL 33410
PH: (561) 899-2100 FAX: (561) 832-3580
E-Mail: bwhitman@clarkfountain.com; dwalker@clarkfountain.com

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DATED: June 18, 2026.

As Clerk of the Court

By: */Rasheda Thomas*
As Deputy Clerk



Tiffany Moore Russell, Clerk of Courts
Civil Division
425 N Orange Ave
Room 350
Orlando, Florida 32801

IMPORTANTE

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DONYALE SWANN, a Florida Citizen and
Resident,

Plaintiff,
vs.

IN THE CIRCUIT COURT OF THE NINTH
JUDICIAL CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA.

CASE NO.: 2026-CA-006458-O

APPLE, INC., a Foreign Corporation,
APPLE SOUTH ASIA (THAILAND) LTD.,
a Foreign Corporation, HUIZHOU DESAY
BATTERY CO., LTD., a Foreign
Corporation, T-MOBILE SOUTH, LLC, a
Foreign Limited Liability Company, and T-
MOBILE US, INC. a Foreign Corporation,

Defendants.

CIVIL ACTION SUMMONS

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE COMMANDED to serve this summons and a copy of the Complaint
and/or Petition in this action on Defendant:

T-MOBILE SOUTH, LLC

**By serving: CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301**

Each defendant is required to serve written defenses to the Complaint or petition on

Ben J. Whitman, Esquire and
Daniel D. Walker of
CLARK, FOUNTAIN, LITTKY-RUBIN & WHITMAN, LLP

Plaintiffs' attorney, whose address is:

3601 PGA Blvd., Suite 300
Palm Beach Gardens, FL 33410
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DATED: June 18, 2026.

As Clerk of the Court

By: *s/ Rasheda Thomas*
As Deputy Clerk



Tiffany Moore Russell, Clerk of Courts
Civil Division
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DONYALE SWANN, a Florida Citizen and
Resident,

Plaintiff,

vs.

APPLE, INC., a Foreign Corporation,
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a Foreign Corporation, HUIZHOU DESAY
BATTERY CO., LTD., a Foreign
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“If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact ADA Coordinator, Human Resources, Orange County Courthouse, 425 N. Orange Avenue, Suite 510, Orlando, Florida; telephone number (407) 836-2303 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.”

“Si usted es una persona con discapacidad que necesita algún tipo de adaptación para participar en este procedimiento, tiene derecho a recibir cierta asistencia sin costo alguno. Comuníquese con el Coordinador de la ADA, Recursos Humanos, Orange County Courthouse, 425 N. Orange Avenue, Suite 510, Orlando, Florida, al (407) 836-2303, al menos 7 días antes de su comparecencia programada ante el tribunal, o inmediatamente después de recibir esta notificación si el tiempo antes de la comparecencia es menor a 7 días; si tiene problemas de audición o de voz, llame al 711.”

“Si ou se yon moun ki gen yon andikap ki bezwen nenpòt aranjman pou patisipe nan pwosedi sa a, ou gen dwa, san okenn frè pou ou, pou yo ba w sèten asistans. Tanpri kontakte Kòdonatè ADA a, Resous Imèn (Human Resources), Tribinal Konte Orange (Orange County Courthouse), 425 N. Orange Avenue, Suite 510, Orlando, Florida, nan nimewo (407) 836-2303, omwen 7 jou anvan aparisyon ou nan tribinal la, oswa imedyatman lè w resevwa notifikasyon sa a si tan ki rete anvan aparisyon an mwens pase 7 jou; si ou gen pwoblèm pou tandè oswa pou pale, rele 711.”

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT, IN AND
FOR ORANGE/OSCEOLA COUNTY,
FLORIDA

CASE NO.: **2026-CA-006458-O**
DIVISION: 40

DONYALE SWANN

Plaintiff,

v.

**APPLE INC, APPLE SOUTH ASIA
THAILAND LTD, HUIZHOU DESAY
BATTERY CO LTD, T MOBILE SOUTH
LLC, T MOBILE US INC**
Defendant.

_____ /

UNIFORM TRIAL AND CASE MANAGEMENT ORDER
(General Track)
(Effective January 1, 2025)

PURSUANT TO Florida Rules of General Practice & Judicial Administration 2.250 and 2.545 and Florida Rules of Civil Procedure 1.200 and 1.440, and based on the case type designated in the initial filing (as required by AO 2021-04-05), the Court ORDERS as follows:

1. COMPLIANCE WITH UNIFORM TRIAL AND CASE MANAGEMENT ORDER. The parties must strictly comply with the terms of this Uniform Trial and Case Management Order (“UTCMO”), unless otherwise ordered by the court. Failure to comply with all requirements of this order may result in the imposition of sanctions, up to and including dismissal of this action or the striking of pleadings and entry of default final judgment.

2. ADDITIONAL NINTH CIRCUIT AND DIVISION-SPECIFIC GUIDELINES. All counsel and unrepresented parties must be familiar with and comply with the following: (a) Amended Administrative Order Establishing the Ninth Judicial Circuit Court Circuit Civil Court Guidelines (AO 2012-03-01); (b) Amended Administrative Order Establishing the Ninth Judicial Circuit Courtroom Decorum Policy (AO 2003-07-02); and (c) any division-specific guidelines published by the division (or the division judge) in which the case is pending.

3. MODIFICATION OF THIS ORDER. The parties may not, individually or by agreement, alter or extend the deadlines in this order or waive any of the provisions of this order. The provisions of this order may be modified only upon motion/stipulation and court order in

accordance with applicable law.

4. SERVICE OF THIS ORDER WITH INITIAL PROCESS. The court will issue and electronically file a UTCMO within three (3) business days after the date of filing of the initial complaint. Any party serving an initial pleading in this case must serve a copy of this order with initial service of process.

5. CASE MANAGEMENT. The following pretrial deadlines are imposed. All dates are to be calculated from the date of the filing of the initial complaint unless otherwise noted. These are the dates that will control this case unless modified by court order pursuant to Florida Rule of Civil Procedure 1.200.

6. TRIAL DATE. This case is set for a jury trial during the trial docket beginning **05/29/2028** in **COURTROOM 18C** beginning at **9:00 a.m.** at the ORANGE COUNTY COURTHOUSE, 425 N. Orange Ave., Orlando, FL 32801.

7. PRETRIAL CONFERENCE. Lead Trial Counsel, or a trial partner with full authority,¹ and unrepresented parties must attend a Pretrial Conference on **04/24/2028** beginning at **9:30 a.m. IN PERSON, Hearing Room 1400.02**. The parties must comply with the requirements for pretrial conferences of the division to which the case is assigned. No motions will be heard at the pretrial conference except as otherwise provided for in the division guidelines or allowed by court order.

8. CASE MANAGEMENT. The following pretrial compliance deadlines are imposed. All dates must be calculated from the date of filing of the initial complaint unless otherwise noted.

Deadline for Service of Process:	120 days
Automatic Extension for Service of Process if not perfected timely:	30 additional days, for a total of 150 days. If service of process is not completed by the end of the Automatic Extension, all unserved defendants are automatically dismissed without prejudice and without notice or further opportunity to be heard.
Initial Discovery Disclosures:	60 days after service. See Fla. R. Civ.

¹ No other attorney may cover a pretrial conference unless they are: (i) fully prepared; (ii) have confirmed all pretrial requirements have been fulfilled, and (iii) have full authority from the client and lead counsel to make decisions about the case.

	P. 1.280(a)(3).
Motions to Dismiss, Motions for More Definite Statement, Motions to Strike, and Any Objections to the Pleadings:	Must be filed, set for hearing and heard within 60 days from filing of the motion, or automatically deemed abandoned and denied without further order.
Disclosure of Expert Witnesses:	365 days.
Deadline for Completion of Fact and Expert Discovery:	540 days.
Pretrial Motions (excluding Motions in Limine), Motions for Summary Judgment and Daubert Motions:	Filed: 585 days. Heard: No later than 7 days prior to the Pretrial Conference or automatically deemed abandoned and denied without further order.
Motions in Limine:	Filed: Prior to the Pretrial Conference. Heard: No later than 7 days prior to the beginning of the trial period
Mediation:	Completed prior to the Pretrial Conference. Plaintiff must submit a mediation order ² for entry by the Court once the date of mediation has been agreed and a mediator selected.

9. EXPERT WITNESSES. The following will govern proceedings related to expert witnesses.

a. Within the time required in Paragraph 8 above, Plaintiff must disclose the expert witnesses (including both treating and hybrid experts) that Plaintiff actually intends to present at trial. "Experts" is specifically defined in this order (wherever used) to include retained experts, treating experts and hybrid experts.

² All mediation orders shall contain the following language: *All parties, counsel, authorized representatives and other mediation participants are hereby ordered to turn on your video cameras (and visually appear in your video) for the duration of the mediation conference unless otherwise excused by the mediator.*

b. Defendant must disclose the expert witnesses that Defendant actually intends to present at trial within 15 days of Plaintiff's expert witness disclosure or the time required by Paragraph 8, whichever is later.

c. Plaintiff must disclose all rebuttal witnesses within 15 days of Defendant's expert witness disclosure or the time required by Paragraph 8, whichever is later.

d. As used herein, "disclose" means furnishing in writing the expert's (a) name, business address and telephone number, (b) curriculum vitae or qualifications, (c) medical specialty or field of expertise, (iv) statement of the specific subjects upon which the expert will testify and offer opinions, and (v) the party or parties against whom the expert will be called to testify. Any changes in an expert's opinion or changes in the basis of the expert's opinion must be disclosed to all parties no less than 60 days prior to the Pretrial Conference.

e. All out-of-court testing, experiments, or physical or mental examinations by experts must be completed prior to the expert's deposition.

10. CLOSE OF DISCOVERY. Discovery closes 540 days after the initial filing of the action. All depositions must be completed by this date. All answers to interrogatories, responses to requests to produce, and requests for admissions must be served by this date. This deadline may only be extended by court order. Joint stipulations to extend this deadline (without court order) do not alter the discovery deadline.

11. MOTIONS:

a. PRETRIAL MOTIONS (*EXCLUDING MOTIONS IN LIMINE*), MOTIONS FOR SUMMARY JUDGMENT AND DAUBERT MOTIONS. Must be filed within 585 days of the date of the filing of the initial complaint and heard no later than 7 days prior to the Pretrial Conference. Late-filed motions are subject to summary denial.

b. MOTIONS IN LIMINE AND MOTIONS TO EXCLUDE WITNESSES OR EVIDENCE: Motions in limine and motions to exclude witnesses or evidence must be filed and served prior to the Pretrial Conference. Motions in Limine must be scheduled and heard no later than 7 days prior to the beginning of the trial

period. Motions in limine will not be heard during the trial period, absent good cause. No motion in limine may be scheduled for hearing unless it contains a certification of good faith attempt to resolve the matter at issue. Omnibus motions asking that the Court order the opposing party/counsel to comply with Florida law, the Florida Rules of Civil Procedure, and the Florida Rules of Professional Conduct are disfavored.

12. MOTIONS FOR SUMMARY JUDGMENT. Motions for summary judgment are subject to the deadline imposed above. Failure to respond to a motion for summary judgment within the time required by Florida Rule of Civil Procedure 1.510(b) may result in the court granting any relief available pursuant to Florida Rule of Civil Procedure 1.510(e). Refer to and comply with any division requirements for additional requirements.

13. EXCHANGE OF WITNESS LISTS AND EVIDENCE SCHEDULES. No less than 60 days before the Pretrial Conference, attorneys and unrepresented parties must serve the following:

a. A list of all witnesses including potential impeachment and rebuttal witnesses who may testify at trial. The list must: (a) provide the name, address and telephone number of the witness, and (b) specify whether the witness is a liability, damage, rebuttal, or impeachment witness.

b. A schedule of all exhibits, including depositions, a party may offer at trial, lettered sequentially. Exhibits must be described with specificity. For example, "all medical records" is insufficient.

14. MEETING OF COUNSEL. No later than 15 days prior to the Pretrial Conference, lead counsel and pro se parties, if any, must meet. Live or videoconference attendance at this meeting by Lead Trial Counsel is mandatory. At the meeting, the attorneys and unrepresented parties must:

a. Discuss and attempt to settle the case.

b. Produce all documents to be offered at trial. Exhibits must be bates-stamped.

c. Examine, and initial every exhibit (or entry on an Exhibit Schedule) to be

produced by the opposing party at trial. The parties must agree on those exhibits which will be admitted as joint exhibits and those that can be admitted without objection. The parties must identify all other exhibits and specify all objections thereto. "Exhibit Schedules" must be prepared reflecting these separate categories of exhibits for each party. The Exhibit Schedules for each party must be attached to the Joint Pretrial Statement described below. Objections not noted are waived. Exhibits marked for identification must be listed alphabetically (e.g., Ex. A) and, if received in evidence, will be listed numerically (e.g., Ex. 1).

- d. Review opposing parties' witness lists. Witness lists for each party must be attached to the Joint Pretrial Statement described below.
- e. Discuss and stipulate to any facts requiring no proof at trial.
- f. Discuss, clarify, and frame all factual issues of fact to be tried.
- g. Identify all legal, procedural, or evidentiary issues to be decided prior to or during trial.
- h. Discuss any evidentiary stipulations.
- i. Agree upon and draft a concise statement of the case to be read by the Court at the beginning of voir dire.
- j. Discuss the proposed jury instructions (voir dire through closing) and verdict forms. Discuss whether the Court will instruct the jury on the law prior to opening statements and, if so, which jury instructions are to be read at that time.
- k. Prepare Jury Instructions and a Verdict Form. The Jury Instructions and Verdict Form must be emailed to the division email address to which the case is assigned in Word format no later than 3 business days before the first day of trial. The email for the jury instructions shall contain the following in the subject line of the email: "JURY INSTR. **2026-CA-006458-O.**" The email for the Verdict form shall contain the following in the subject line of the email: "VERDICT FORM **2026-CA-006458-O.**" External hard drives are discouraged. The parties must designate which instructions are agreed and which instructions, if any, are in

dispute. Jury instructions must include a cover page with the case style. Any blanks or bracketed terms contained in the standard jury instructions must be filled in or deleted if inapplicable. Additional division guidelines may apply.

- I. Discuss and attempt to agree upon any other matters leading to a more orderly and expeditious trial.
- m. Prepare a Pretrial Checklist if required by the division procedures of the division to which the case is assigned. Any required checklist must be emailed (but not filed) to the division email, together with the Joint Pretrial Statement, no less than 5 days prior to the Pretrial Conference. The email for the Checklist and the Joint Pretrial Statement must contain the following in the subject line of the email: **"CHECKLIST & PTS 2026-CA-006458-O."** Additional division guidelines may apply.

15. **JOINT PRETRIAL STATEMENT.** The parties must confer on and file a Joint Pretrial Statement addressing the matters described below, no later than 5 days prior to the Pretrial Conference, with a courtesy copy sent to the division email. If the Parties are unable to agree on the contents of the Joint Pretrial Statement, the differing views should be set forth within a single Joint Pretrial Statement. The Joint Pretrial Statement must contain the following:

- a. A statement of the case to be read to the jury at the beginning of voir dire.
- b. A statement of admitted facts that may be read at trial as a stipulation of counsel.
- c. A statement of the issues of fact to be tried.
- d. A statement of the unresolved issues of law, procedure or evidence.
- e. Each party's witness list.
- f. Each party's schedule of exhibits with objections.
- g. Any stipulation on evidentiary matters specifying the applicable matters to which such stipulation applies, e.g., authenticity, hearsay exceptions, etc.
- h. The number of peremptory challenges available to each party.
- i. An estimate of the number of jurors requested for the venire panel and a

statement regarding the necessity of any jury panel in excess of 22 venirepersons.

- j. A current estimate of the number of days (to include voir dire) required for trial.
- k. The specific category of damages, including attorneys' fees, claimed by each party and, when possible, the amount of such damages sought by each party.
- l. A designation of Lead Trial Counsel. No change of Lead Trial Counsel may be made without leave of the Court if such change would disrupt the trial schedule.
- m. A list of all pending motions and date filed. Motions not timely heard in accordance with the dates set forth herein are subject to summary denial.
- n. A list identifying, with specificity, any matters of which the parties will ask the Court to take Judicial Notice under sections 90.201 and 90.202, Florida Statutes, and any objections or agreement thereto.

16. DEPOSITION DESIGNATIONS. No less than 30 days prior to the beginning of the trial period, each party must file designations of the depositions it intends to offer at trial. Counter (or "fairness") designations and objections, if any, must be filed within 7 days of the deposition designations. Objections to the counter-designations shall be filed within 7 days thereafter. Deposition designations must be heard by the Court before the first day of trial unless the court directs otherwise. If the parties cannot resolve objections to deposition designations, and no hearing time can be coordinated, the party making the objection must submit to the court a properly marked copy of the deposition transcript along with a proposed order identifying the page and line of the testimony to which the party objects, the basis for the objection, and a blank space for the Court to rule no later than 7 days prior to the first day of trial. Additional division guidelines may apply.

17. *[FOR OPENING STATEMENTS ONLY]*: DEMONSTRATIVE AIDS, COMPUTER SLIDESHOWS AND/OR POWERPOINT PRESENTATIONS. Demonstrative aids, computer slideshows and/or PowerPoint presentations counsel seek to use *during opening statement* must be shared with opposing counsel no less than 3 business days prior to the beginning of trial. Computer slideshows and/or PowerPoint presentations may refer to

what a party believes the evidence will show if the parties agree that the matter will, in fact, be received in evidence. Computer slideshows and/or PowerPoint presentations may not include argument or citations to legal authorities. Disputes over demonstrative aids, computer slideshows and/or PowerPoint presentations must be heard by the Court before the first day of trial. If the parties cannot resolve disputes over computer slideshows and/or PowerPoint presentations (and no hearing time can be coordinated), the demonstrative aids, computer slideshows and/or PowerPoint presentations are subject to being excluded during Opening Statement, subject to division procedures.

18. NOTICE OF SETTLEMENT. In the event of settlement, the parties must immediately email the division to which the case is assigned. The email for the Notice of Settlement must contain the following in the subject line of the email: "NOTICE OF SETTLEMENT: **2026-CA-006458-O**." Thereafter, the parties must file a Notice of Settlement signed by all parties. Noncompliance with this Paragraph will result in the case remaining on the docket as well as the possible imposition of sanctions. When a Notice of Settlement is filed, the parties are required to appear at trial call on the first day of their designated trial period unless expressly advised they are excused from appearing. If the parties are advised they are excused from appearing at trial call, the parties are directed to conclude the settlement and file the appropriate dismissal within 60 days, or the court may *sua sponte* enter an order of dismissal. *There is no requirement that the settlement documents be filed.* Additional division guidelines may apply.

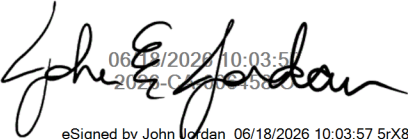
19. DISCOVERY DISPUTES. All counsel and unrepresented parties must familiarize themselves with the current edition of the Florida Handbook on Civil Discovery Practice and seek to resolve discovery issues without court intervention whenever possible. Counsel are also directed to familiarize themselves with Florida Rules of Civil Procedure 1.280(k), 1.340(a), 1.350(b), and 1.380. Failure to comply with any Florida Rule of Civil Procedure may result in sanctions.

20. MEET AND CONFER. The parties must comply with the “meet and confer” requirements of Florida Rule of Civil Procedure 1.202(d) and Administrative Order No. 2012-03-01. Any non-compliant motion or notice of hearing may be summarily stricken or denied by the Court, requiring resubmission of the motion, notice of hearing, or both.

21. SANCTIONS. Failure to attend the meeting of counsel referenced above, the pretrial conference, or the trial, or to comply with the requirements of this order, may result in the imposition of appropriate sanctions, including but not limited to contempt, dismissal, default, striking of pleadings, exclusion of evidence, assessment of attorneys’ fees or costs, or any combination thereof.

22. AUDIO/VISUAL. Requests for audio or visual equipment (or both) must be made at least three (3) business days in advance of trial to avoid delaying jury selection. All such requests must be made to the Ninth Circuit’s Technology Support Department and not to the division email. For assistance, see the Court’s website: www.ninthcircuit.org, under Programs and Services, then Technology Support.

DONE and ORDERED in Orange County, Florida, on the date shown on the electronic signature.


eSigned by John Jordan 06/18/2026 10:03:57 5rX86prm
JOHN E. JORDAN
CIRCUIT JUDGE

Copies to Counsel of Record
Via Florida’s e-Filing Portal

Aberlynn Derosier, Case Manager

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact ADA Coordinator, Human Resources, Orange County Courthouse, 425 N. Orange Avenue, Suite 510, Orlando, Florida, (407) 836-2303 at least 7 days before your scheduled court appearance, or immediately on receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

DONYALE SWANN, a Florida Citizen and
Resident,

Plaintiff,

vs.

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA

CASE NO.: 2026-CA-006458-O

APPLE, INC., a Foreign Corporation,
APPLE SOUTH ASIA (THAILAND) LTD., a
Foreign Corporation, HUIZHOU DESAY
BATTERY CO., LTD., a Foreign
Corporation, T-MOBILE SOUTH, LLC, a
Foreign Limited Liability Company, and T-
MOBILE US, INC. a Foreign Corporation,

Defendants.

_____/

PLAINTIFF'S FIRST REQUEST TO PRODUCE TO DEFENDANT, APPLE, INC.

Plaintiff, DONYALE SWANN, by and through the undersigned attorneys and hereby requests the Defendant, APPLE INC., ("APPLE"), to produce to the offices of Clark, Fountain, Littky-Rubin & Whitman, LLP for inspection and/or copying, within the time specified by the applicable Rules of Civil Procedure, the following:

DEFINITIONS

The following definitions shall apply to this request for production:

1. **"Action"** means the above-captioned action.
2. The terms **"and"** and **"or"** shall be construed either conjunctively or disjunctively as necessary to bring within the scope of the request all responses that might otherwise fall outside the scope of this request.
3. **"Communication"** means the transmittal of information (in the form of facts, ideas, inquiries or otherwise), including, without limitation, written, oral, or electronic transmissions.

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4. **"Complaint"** means the Complaint filed by the Plaintiff in this action setting forth the allegations against Defendants, unless otherwise specified.

5. **"Document(s)"** or **"Information"** means all materials within the scope of Florida Rule of Civil Procedure, including, without limitation, all writings, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations, including electronically stored information (ESI), that are stored in any medium whatsoever from which information can be obtained either directly or, if necessary, after translation by the responding party into a reasonably usable form, as well as any tangible things. A draft or nonidentical copy of a document is a separate document within the meaning of this term. A document includes all appendices, schedules, exhibits, and other attachments. [The term "Document(s)" or "Information" includes but is not limited to emails and other types of messages (including but not limited to text, instant, and direct messages), social media or other online content, geolocation data, data generated and stored by devices connected to the Internet of Things (IoT), communications generated and stored in workplace collaboration tools (including, without limitation, Slack and Microsoft Teams) or ephemeral messaging applications, and all associated data and metadata.

6. The **"incident"** refers to the time, place, date, and circumstances of the event as described in the Complaint.

7. The **"product"** refers to the iPhone 12 Pro Max, and its components, which was involved in the incident.

8. The **"model of the product"** refers to the same model as the subject iPhone 12 Pro Max described in the Complaint and includes any model revisions before or after the Incident.

9. **"Person"** means any natural person or any legal entity, including but not limited to any business or governmental entity, organization, or association.

10. **"Plaintiff"** means Plaintiff in the above-captioned action.

11. **"Relate," "related,"** or **"relating"** means, in addition to their usual and customary meanings, concerning, referring to, reflecting, regarding, pertaining to,

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addressing, discussing, alluding to, describing, evidencing, constituting, or otherwise having any logical or factual connection with the subject matter addressed.

12. "You," or "Your" shall mean Defendant **APPLE INC.** and each of its employees, agents, officers, directors, representatives, consultants, accountants, and attorneys, including any person who served in any such capacity at any time during the relevant time period specified herein.

INSTRUCTIONS

13. All responses to Plaintiff's Request for Production must be in conformity with the Florida Rules of Civil Procedure, including but not limited to, Rule 1.280 and Rule 1.351.

14. All objections to the production of documents requested herein shall be made in writing and delivered to the office of Plaintiff's counsel, on or before the date set for production.

15. All information is to be produced as they are kept in the usual course of business including any labels, file markings, or similar identifying features, or shall be organized and labeled to correspond to the categories requested herein. If there is/are no information/documents in response to a particular request, or if you withhold any responsive documents/information or categories of documents/information based on any objections, Defendant shall state so in writing.

16. Electronically stored information (ESI) must be produced in its original native format including its accompanying metadata.

17. These requests call for the production of all responsive documents and things in your possession, custody or control, or in the possession, custody or control of your employees, predecessors, successors, parents, subsidiaries, divisions, affiliates, partners, joint venturers, brokers, accountants, financial advisors, representatives, and agents or other persons acting on your behalf, without regard to the physical location of such documents.

18. If your response is that the documents or things are not within your possession or custody, describe in detail the efforts you made to locate each such

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document or thing. If your response is that documents or things are not under your control, identify who has control and the location of the documents or things.

19. If any responsive document or thing was, but no longer is, in your possession, subject to your control, or in existence, include a statement:

- a. identifying the document or thing;
- b. describing where the document or thing is now;
- c. identifying who has control of the document or thing;
- d. describing how the document or thing became lost or destroyed or was transferred; and
- e. identifying each person responsible for or having knowledge of the loss, destruction, or transfer of the document or thing from your possession, custody, or control.

20. Unless otherwise stated herein, all documents requested cover the period ten (10) years before the date of the incident described in the Complaint through the present.

21. If responsive documents are in a language other than English, please provide the document in their original language as well as a version translated to English.

22. These requests are continuing, and Defendant's response to these requests must be promptly supplemented when appropriate or necessary in accordance with Florida Rule of Civil Procedure 1.280.

DOCUMENTS AND THINGS REQUESTED

1. Copies of the all policies of **liability insurance** which would or might inure / insure to the benefit of the Plaintiff in this lawsuit by providing for payment of a part of or all of any judgment rendered in favor of the Plaintiff against **APPLE INC.** or against any other person, firm, or corporation who is or may be liable to the Plaintiff by reason of the incident described in the Complaint (including all umbrella, excess, reinsurance, etc.). This request includes all documents related to any liability insurance policy produced in response to this request including but not limited to; (i) documents which show / identify / explain the relationship between any named insured(s) and / or any additional insured(s); (ii) any documents which show / identify / explain whether or not any insured(s) is required to pay a part or any part of any judgement before the insurer must make any payment,

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and if so what payment must be made and by whom before the insurer must make payment (e.g. a self-insured retention); (iii) any documents which are notifications from any insurer(s) to any insured(s) that said insurer claims that there is or may be no coverage under the terms of the policy of insurance involved; (iv) any documents which show / identify / explain whether or not there is any protection afforded by the type of risk sued hereon by any reinsurance and / or excess insurance.

2. Documents sent by or between **APPLE INC.** and any other named Defendant that constitute or reference a request or **demand for indemnification** related to the claims made by the Plaintiff in this lawsuit as a result of the Incident that is the subject of this lawsuit.

3. Documents sent by or between **APPLE INC.** and any Third Party that constitute or reference a request or **demand for indemnification** related to the claims made by the Plaintiff in this lawsuit as a result of the Incident that is the subject of this lawsuit.

4. Documents sent by or between **APPLE INC.** and any other named Defendant that constitute or reference a request or **demand for a legal defense** related to the claims made by the Plaintiff in this lawsuit as a result of the Incident that is the subject of this lawsuit.

5. Documents sent by or between **APPLE INC.** and any Third Party that constitute or reference a request or **demand for a legal defense** related to the claims made by the Plaintiff in this lawsuit as a result of the Incident that is the subject of this lawsuit.

6. Documents sent by or between **APPLE INC.** and any other named Defendant that constitute or reference a request for a **joint defense agreement** related to the defense of the claims made by the Plaintiff in this lawsuit as a result the Incident that is the subject of this lawsuit.

7. Contracts or other **written agreements** or documents which describe and explain the relationship between and amongst **APPLE INC.** and any of the named Defendants from 2015 until the present.

8. All correspondences between **APPLE INC.** and any other entity regarding the incident described in the Complaint.

9. Contracts or other **written agreements** entered into between **APPLE INC.** and any other entity regarding the design, engineering, manufacturing, testing, product

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certification, inspection, distribution, marketing and sale of the **product** involved in this Incident.

10. Any complaints, including customer complaints, third party complaints, and/or any complaint from any member of the public regarding any fire related incident, overheating related incident, or battery defect, involving the **model of the product**.

11. All documents identifying each and every entity forming any part in the **chain of sale and distribution** for the **product** including, but not limited to, designers, manufacturers, distributors, wholesalers, and retailers.

12. All documents identifying each and every entity responsible for the **design of the product** including, but not limited to, designers, manufacturers, distributors, wholesalers, and retailers.

13. All documents relating to the **product's design**, including product design drawings, engineering drawings and reports, schematics, design documents, and other records pertaining to the development of the **product**.

14. All design FMEA ("Failure Modes and Effects Analysis") for the model of the product, regardless of whether You title the document FMEA or some other name.

15. All process FMEA ("Failure Modes and Effects Analysis") for the model of the product, regardless of whether You title the document FMEA or some other name.

16. All system FMEA ("Failure Modes and Effects Analysis") for the model of the product, regardless of whether You title the document FMEA or some other name.

All Finite Element Analyses (FEA) performed for the model of the product, including any documents generated from the FEA results, reports generated from FEA results, and the FEA files in raw format.

17. All documents relating to **changes at any time in the design** and specifications of the **product**.

18. All documents identifying each and every entity responsible for the **manufacture of the product** including, but not limited to, designers, manufacturers, distributors, wholesalers, and retailers.

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19. All documents related the **manufacture of the product and its components**, including but not limited to Control Plans, pick tickets, parts lists, assembly instructions, assembly checklists, bill of materials, quality checks, quality control documents, testing performed during and subsequent to the manufacturing and assembly process, and any other related documents.

20. All documents relating to **changes at any time in the manufacturing**, engineering, and procedures for the manufacture of the product, including changes to its materials, component parts, composition and construction.

21. All documents identifying any **component parts** in the **product**, and each and every entity forming any part in the chain of distribution for the product's component parts including, but not limited to, designers, manufacturers, distributors, wholesalers, and retailers.

22. All documents relating to the **testing, inspection or production certification** of the **product**, including but not limited to, raw data, analysis, correspondence, photographs and/or videos, assessments and evaluations.

23. All documents regarding **temperature cycling testing** of the **product** or model of the product (for use to evaluate how the battery performs across different temperatures over a period of time), including testing protocols, procedures, raw data, media, results, analysis, evaluations, reports and correspondence.

24. All documents relating to the **product's compliance with all applicable safety standards** including, but not limited to, federal, state, and local government standards, and federal agency standards.

25. All documents identifying each and every entity responsible for the **warnings, instructions and packaging of the product** including, but not limited to, designers, manufacturers, distributors, wholesalers, and retailers.

26. All documents relating to the design, development, design modification, and manufacturing of the **packaging, labeling, warnings and instructions** for the **product**, including any changes made to the packaging, labeling, warnings and instructions of the product, including an example of each iteration or version of every label, warning, instruction and packaging of the **product**.

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to Defendant, Apple Inc.
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27. All documents, including analyses, assessments and evaluations that analyze the effectiveness of all **warnings and instructions** on the packaging and the warnings and instructions printed inside the packaging.

28. All documents relating to the Defendant's **marketing** of the product including, but not limited to, how and where the product was marketed and advertised to the consuming public, and to what class of intended users the product was marketed and advertised.

29. All documents related to any **claim, complaint, or reports of incidents and injuries** involving the model of the product, received from any source, including directly from consumers, retailers, medical personnel, local/state/federal government officials, or through international government agencies. This request includes:

- a. All documents associated with the claim, complaint, or reports of incidents and injuries, including documents given to you as well as documents you requested from the person or entity making the report. It also includes documents you received from a third party such as medical reports or insurance claims; and
- b. All documents generated by you, or generated by a third party at your request, such as witness statements and evaluations and assessments of the claim, complaint, or report.

30. All documents related to any **known defects** with the **model of the product** brought to the attention of **APPLE INC.** by either a consumer or entity.

31. All documents regarding **any warranty provided with the product**, including any disclaimers or limitations of any warranty and all versions thereof.

32. All documents regarding **warranty claims** submitted to the Defendant regarding the **model of the product**, related to the battery or battery management system, including the nature of the warranty claim, any action taken by Defendant in response thereto (e.g. repairs, replacements, service), reports, evaluations and correspondence.

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33. All documents regarding any **litigation or alternate dispute resolution** involving the **model of the product** other than the present matter.

34. All reports of and correspondence with any **expert expected** to testify in this proceeding, a current curriculum vitae for each such person, and all documents and other evidence reviewed, considered or relied upon by any such person for his or her opinions.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy hereof has been served with a copy of the Complaint and Summons.



Ben J. Whitman, Esq.
Daniel D. Walker, Esq. for
CLARK, FOUNTAIN, LITTKY-RUBIN
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Florida Bar No. 106234
Florida Bar No. 1018257
Attorneys for Plaintiff

DONYALE SWANN, a Florida Citizen and
Resident,

Plaintiff,

vs.

APPLE, INC., a Foreign Corporation,
APPLE SOUTH ASIA (THAILAND) LTD., a
Foreign Corporation, HUIZHOU DESAY
BATTERY CO., LTD., a Foreign
Corporation, T-MOBILE SOUTH, LLC, a
Foreign Limited Liability Company, and T-
MOBILE US, INC. a Foreign Corporation,

Defendants.

_____ /

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA

CASE NO.: 2026-CA-006458-O

**PLAINTIFF'S FIRST REQUEST TO PRODUCE TO
DEFENDANT, APPLE SOUTH ASIA (THAILAND) LTD.**

Plaintiff, DONYALE SWANN, by and through the undersigned attorneys and hereby requests the Defendant, APPLE SOUTH ASIA (THAILAND) LTD., a Foreign Corporation, ("APPLE SOUTH ASIA"), to produce to the offices of Clark, Fountain, Littky-Rubin & Whitman, LLP for inspection and/or copying, within the time specified by the applicable Rules of Civil Procedure, the following:

DEFINITIONS

The following definitions shall apply to this request for production:

1. **"Action"** means the above-captioned action.
2. The terms **"and"** and **"or"** shall be construed either conjunctively or disjunctively as necessary to bring within the scope of the request all responses that might otherwise fall outside the scope of this request.

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3. **"Communication"** means the transmittal of information (in the form of facts, ideas, inquiries or otherwise), including, without limitation, written, oral, or electronic transmissions.

4. **"Complaint"** means the Complaint filed by the Plaintiff in this action setting forth the allegations against Defendants, unless otherwise specified.

5. **"Document(s)"** or **"Information"** means all materials within the scope of Florida Rule of Civil Procedure, including, without limitation, all writings, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations, including electronically stored information (ESI), that are stored in any medium whatsoever from which information can be obtained either directly or, if necessary, after translation by the responding party into a reasonably usable form, as well as any tangible things. A draft or nonidentical copy of a document is a separate document within the meaning of this term. A document includes all appendices, schedules, exhibits, and other attachments. [The term "Document(s)" or "Information" includes but is not limited to emails and other types of messages (including but not limited to text, instant, and direct messages), social media or other online content, geolocation data, data generated and stored by devices connected to the Internet of Things (IoT), communications generated and stored in workplace collaboration tools (including, without limitation, Slack and Microsoft Teams) or ephemeral messaging applications, and all associated data and metadata.

6. The **"incident"** refers to the time, place, date, and circumstances of the event as described in the Complaint.

7. The **"product"** refers to the iPhone 12 Pro Max, and its components, which was involved in the incident.

8. The **"model of the product"** refers to the same model as the subject iPhone 12 Pro Max described in the Complaint and includes any model revisions before or after the Incident.

9. **"Person"** means any natural person or any legal entity, including but not limited to any business or governmental entity, organization, or association.

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10. **"Plaintiff"** means Plaintiff in the above-captioned action.

11. **"Relate," "related," or "relating"** means, in addition to their usual and customary meanings, concerning, referring to, reflecting, regarding, pertaining to, addressing, discussing, alluding to, describing, evidencing, constituting, or otherwise having any logical or factual connection with the subject matter addressed.

12. **"You," or "Your"** shall mean Defendant **APPLE SOUTH ASIA** and each of its employees, agents, officers, directors, representatives, consultants, accountants, and attorneys, including any person who served in any such capacity at any time during the relevant time period specified herein.

INSTRUCTIONS

13. All responses to Plaintiff's Request for Production must be in conformity with the Florida Rules of Civil Procedure, including but not limited to, Rule 1.280 and Rule 1.351.

14. All objections to the production of documents requested herein shall be made in writing and delivered to the office of Plaintiff's counsel, on or before the date set for production.

15. All information is to be produced as they are kept in the usual course of business including any labels, file markings, or similar identifying features, or shall be organized and labeled to correspond to the categories requested herein. If there is/are no information/documents in response to a particular request, or if you withhold any responsive documents/information or categories of documents/information based on any objections, Defendant shall state so in writing.

16. Electronically stored information (ESI) must be produced in its original native format including its accompanying metadata.

17. These requests call for the production of all responsive documents and things in your possession, custody or control, or in the possession, custody or control of your employees, predecessors, successors, parents, subsidiaries, divisions, affiliates, partners, joint venturers, brokers, accountants, financial advisors, representatives, and

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Page 4

agents or other persons acting on your behalf, without regard to the physical location of such documents.

18. If your response is that the documents or things are not within your possession or custody, describe in detail the efforts you made to locate each such document or thing. If your response is that documents or things are not under your control, identify who has control and the location of the documents or things.

19. If any responsive document or thing was, but no longer is, in your possession, subject to your control, or in existence, include a statement:

- a. identifying the document or thing;
- b. describing where the document or thing is now;
- c. identifying who has control of the document or thing;
- d. describing how the document or thing became lost or destroyed or was transferred; and
- e. identifying each person responsible for or having knowledge of the loss, destruction, or transfer of the document or thing from your possession, custody, or control.

20. Unless otherwise stated herein, all documents requested cover the period ten (10) years before the date of the incident described in the Complaint through the present.

21. If responsive documents are in a language other than English, please provide the document in their original language as well as a version translated to English.

22. These requests are continuing, and Defendant's response to these requests must be promptly supplemented when appropriate or necessary in accordance with Florida Rule of Civil Procedure 1.280.

DOCUMENTS AND THINGS REQUESTED

1. Copies of the all policies of **liability insurance** which would or might inure / insure to the benefit of the Plaintiff in this lawsuit by providing for payment of a part of or all of any judgment rendered in favor of the Plaintiff against **APPLE SOUTH ASIA** or against any other person, firm, or corporation who is or may be liable to the Plaintiff by reason of the incident described in the Complaint (including all umbrella, excess,

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reinsurance, etc.). This request includes all documents related to any liability insurance policy produced in response to this request including but not limited to; (i) documents which show / identify / explain the relationship between any named insured(s) and / or any additional insured(s); (ii) any documents which show / identify / explain whether or not any insured(s) is required to pay a part or any part of any judgement before the insurer must make any payment, and if so what payment must be made and by whom before the insurer must make payment (e.g. a self-insured retention); (iii) any documents which are notifications from any insurer(s) to any insured(s) that said insurer claims that there is or may be no coverage under the terms of the policy of insurance involved; (iv) any documents which show / identify / explain whether or not there is any protection afforded by the type of risk sued hereon by any reinsurance and / or excess insurance.

2. Documents sent by or between **APPLE SOUTH ASIA** and any other named Defendant that constitute or reference a request or **demand for indemnification** related to the claims made by the Plaintiff in this lawsuit as a result of the Incident that is the subject of this lawsuit.

3. Documents sent by or between **APPLE SOUTH ASIA** and any Third Party that constitute or reference a request or **demand for indemnification** related to the claims made by the Plaintiff in this lawsuit as a result of the Incident that is the subject of this lawsuit.

4. Documents sent by or between **APPLE SOUTH ASIA** and any other named Defendant that constitute or reference a request or **demand for a legal defense** related to the claims made by the Plaintiff in this lawsuit as a result of the Incident that is the subject of this lawsuit.

5. Documents sent by or between **APPLE SOUTH ASIA** and any Third Party that constitute or reference a request or **demand for a legal defense** related to the claims made by the Plaintiff in this lawsuit as a result of the Incident that is the subject of this lawsuit.

6. Documents sent by or between **APPLE SOUTH ASIA** and any other named Defendant that constitute or reference a request for a **joint defense agreement** related to the defense of the claims made by the Plaintiff in this lawsuit as a result the Incident that is the subject of this lawsuit.

7. Contracts or other **written agreements** or documents which describe and explain the relationship between and amongst **APPLE SOUTH ASIA** and any of the named Defendants from 2015 until the present.

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8. All correspondences between **APPLE SOUTH ASIA** and any other entity regarding the incident described in the Complaint.

9. Contracts or other **written agreements** entered into between **APPLE SOUTH ASIA** and any other entity regarding the design, engineering, manufacturing, testing, product certification, inspection, distribution, marketing and sale of the **product** involved in this Incident.

10. Any complaints, including customer complaints, third party complaints, and/or any complaint from any member of the public regarding any fire related incident, overheating related incident, or battery defect, involving the **model of the product**.

11. All documents identifying each and every entity forming any part in the **chain of sale and distribution** for the **product** including, but not limited to, designers, manufacturers, distributors, wholesalers, and retailers.

12. All documents identifying each and every entity responsible for the **design of the product** including, but not limited to, designers, manufacturers, distributors, wholesalers, and retailers.

13. All documents relating to the **product's design**, including product design drawings, engineering drawings and reports, schematics, design documents, and other records pertaining to the development of the **product**.

14. All design FMEA ("Failure Modes and Effects Analysis") for the **model of the product**, regardless of whether You title the document FMEA or some other name.

15. All process FMEA ("Failure Modes and Effects Analysis") for the **model of the product**, regardless of whether You title the document FMEA or some other name.

16. All system FMEA ("Failure Modes and Effects Analysis") for the **model of the product**, regardless of whether You title the document FMEA or some other name.

17. All Finite Element Analyses (FEA) performed for the **model of the product**, including any documents generated from the FEA results, reports generated from FEA results, and the FEA files in raw format.

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to Defendant, Apple South Asia (Thailand) Ltd.
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18. All documents relating to **changes at any time in the design** and specifications of the **product**.

19. All documents identifying each and every entity responsible for the **manufacture of the product** including, but not limited to, designers, manufacturers, distributors, wholesalers, and retailers.

20. All documents related the **manufacture of the product and its components**, including but not limited to Control Plans, pick tickets, parts lists, assembly instructions, assembly checklists, bill of materials, quality checks, quality control documents, testing performed during and subsequent to the manufacturing and assembly process, and any other related documents.

21. All documents relating to **changes at any time in the manufacturing**, engineering, and procedures for the manufacture of the product, including changes to its materials, component parts, composition and construction.

22. All documents identifying any **component parts** in the **product**, and each and every entity forming any part in the chain of distribution for the product's component parts including, but not limited to, designers, manufacturers, distributors, wholesalers, and retailers.

23. All documents relating to the **testing, inspection or production certification** of the **product**, including but not limited to, raw data, analysis, correspondence, photographs and/or videos, assessments and evaluations.

24. All documents regarding **temperature cycling testing** of the **product** or model of the product (for use to evaluate how the battery performs across different temperatures over a period of time), including testing protocols, procedures, raw data, media, results, analysis, evaluations, reports and correspondence.

25. All documents relating to the **product's compliance with all applicable safety standards** including, but not limited to, federal, state, and local government standards, and federal agency standards.

26. All documents identifying each and every entity responsible for the **warnings, instructions and packaging of the product** including, but not limited to, designers, manufacturers, distributors, wholesalers, and retailers.

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Plaintiff's First Request to Produce
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27. All documents relating to the design, development, design modification, and manufacturing of the **packaging, labeling, warnings and instructions** for the **product**, including any changes made to the packaging, labeling, warnings and instructions of the product, including an example of each iteration or version of every label, warning, instruction and packaging of the **product**.

28. All documents, including analyses, assessments and evaluations that analyze the effectiveness of all **warnings and instructions** on the packaging and the warnings and instructions printed inside the packaging.

29. All documents relating to the Defendant's **marketing** of the product including, but not limited to, how and where the product was marketed and advertised to the consuming public, and to what class of intended users the product was marketed and advertised.

30. All documents related to any **claim, complaint, or reports of incidents and injuries** involving the model of the product, received from any source, including directly from consumers, retailers, medical personnel, local/state/federal government officials, or through international government agencies. This request includes:

- a. All documents associated with the claim, complaint, or reports of incidents and injuries, including documents given to you as well as documents you requested from the person or entity making the report. It also includes documents you received from a third party such as medical reports or insurance claims; and
- b. All documents generated by you, or generated by a third party at your request, such as witness statements and evaluations and assessments of the claim, complaint, or report.

31. All documents related to any **known defects** with the **model of the product** brought to Your attention by either a consumer or entity.

32. All documents regarding **any warranty provided with the product**, including any disclaimers or limitations of any warranty and all versions thereof.

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33. All documents regarding **warranty claims** submitted to the Defendant regarding the **model of the product**, related to the battery or battery management system, including the nature of the warranty claim, any action taken by Defendant in response thereto (e.g. repairs, replacements, service), reports, evaluations and correspondence.

34. All documents regarding any **litigation or alternate dispute resolution** involving the **model of the product** other than the present matter.

35. All reports of and correspondence with any **expert expected** to testify in this proceeding, a current curriculum vitae for each such person, and all documents and other evidence reviewed, considered or relied upon by any such person for his or her opinions.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy hereof has been served with a copy of the Complaint and Summons.



Ben J. Whitman, Esq.
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Florida Bar No. 106234
Florida Bar No. 1018257
Attorneys for Plaintiff

DONYALE SWANN, a Florida Citizen and
Resident,

Plaintiff,

vs.

APPLE, INC., a Foreign Corporation,
APPLE SOUTH ASIA (THAILAND) LTD., a
Foreign Corporation, HUIZHOU DESAY
BATTERY CO., LTD., a Foreign
Corporation, T-MOBILE SOUTH, LLC, a
Foreign Limited Liability Company, and T-
MOBILE US, INC. a Foreign Corporation,

Defendants.

_____ /

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA

CASE NO.: 2026-CA-006458-O

**PLAINTIFF'S FIRST REQUEST TO PRODUCE TO
DEFENDANT, HUIZHOU DESAY BATTERY CO., LTD.**

Plaintiff, DONYALE SWANN, by and through the undersigned attorneys, hereby requests the Defendant, HUIZHOU DESAY BATTERY CO., LTD., a Foreign Corporation, ("HUIZHOU DESAY BATTERY"), produce to the offices of Clark, Fountain, Littky-Rubin & Whitman, LLP for inspection and/or copying, within the time specified by the applicable Rules of Civil Procedure, the following:

DEFINITIONS

The following definitions shall apply to this request for production:

1. **"Action"** means the above-captioned action.
2. The terms **"and"** and **"or"** shall be construed either conjunctively or disjunctively as necessary to bring within the scope of the request all responses that might otherwise fall outside the scope of this request.

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Plaintiff's First Request to Produce to
Defendant, Huizhou Desay Battery Co., Ltd.
Page 2

3. **"Communication"** means the transmittal of information (in the form of facts, ideas, inquiries or otherwise), including, without limitation, written, oral, or electronic transmissions.

4. **"Complaint"** means the Complaint filed by the Plaintiff in this action setting forth the allegations against Defendants, unless otherwise specified.

5. **"Document(s)"** or **"Information"** means all materials within the scope of Florida Rule of Civil Procedure, including, without limitation, all writings, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations, including electronically stored information (ESI), that are stored in any medium whatsoever from which information can be obtained either directly or, if necessary, after translation by the responding party into a reasonably usable form, as well as any tangible things. A draft or nonidentical copy of a document is a separate document within the meaning of this term. A document includes all appendices, schedules, exhibits, and other attachments. [The term "Document(s)" or "Information" includes but is not limited to emails and other types of messages (including but not limited to text, instant, and direct messages), social media or other online content, geolocation data, data generated and stored by devices connected to the Internet of Things (IoT), communications generated and stored in workplace collaboration tools (including, without limitation, Slack and Microsoft Teams) or ephemeral messaging applications, and all associated data and metadata.

6. The **"incident"** refers to the time, place, date, and circumstances of the event as described in the Complaint.

7. The **"product"** refers to the iPhone 12 Pro Max, and its components, which was involved in the incident.

8. The **"model of the product"** refers to the same model as the subject iPhone 12 Pro Max described in the Complaint and includes any model revisions before or after the Incident.

9. **"Person"** means any natural person or any legal entity, including but not limited to any business or governmental entity, organization, or association.

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Plaintiff's First Request to Produce to
Defendant, Huizhou Desay Battery Co., Ltd.
Page 3

10. **"Plaintiff"** means Plaintiff in the above-captioned action.

11. **"Relate," "related," or "relating"** means, in addition to their usual and customary meanings, concerning, referring to, reflecting, regarding, pertaining to, addressing, discussing, alluding to, describing, evidencing, constituting, or otherwise having any logical or factual connection with the subject matter addressed.

12. **"You," or "Your"** shall mean Defendant **HUIZHOU DESAY BATTERY** and each of its employees, agents, officers, directors, representatives, consultants, accountants, and attorneys, including any person who served in any such capacity at any time during the relevant time period specified herein.

INSTRUCTIONS

13. All responses to Plaintiff's Request for Production must be in conformity with the Florida Rules of Civil Procedure, including but not limited to, Rule 1.280 and Rule 1.351.

14. All objections to the production of documents requested herein shall be made in writing and delivered to the office of Plaintiff's counsel, on or before the date set for production.

15. All information is to be produced as they are kept in the usual course of business including any labels, file markings, or similar identifying features, or shall be organized and labeled to correspond to the categories requested herein. If there is/are no information/documents in response to a particular request, or if you withhold any responsive documents/information or categories of documents/information based on any objections, Defendant shall state so in writing.

16. Electronically stored information (ESI) must be produced in its original native format including its accompanying metadata.

17. These requests call for the production of all responsive documents and things in your possession, custody or control, or in the possession, custody or control of your employees, predecessors, successors, parents, subsidiaries, divisions, affiliates, partners, joint venturers, brokers, accountants, financial advisors, representatives, and

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Page 4

agents or other persons acting on your behalf, without regard to the physical location of such documents.

18. If your response is that the documents or things are not within your possession or custody, describe in detail the efforts you made to locate each such document or thing. If your response is that documents or things are not under your control, identify who has control and the location of the documents or things.

19. If any responsive document or thing was, but no longer is, in your possession, subject to your control, or in existence, include a statement:

- a. identifying the document or thing;
- b. describing where the document or thing is now;
- c. identifying who has control of the document or thing;
- d. describing how the document or thing became lost or destroyed or was transferred; and
- e. identifying each person responsible for or having knowledge of the loss, destruction, or transfer of the document or thing from your possession, custody, or control.

20. Unless otherwise stated herein, all documents requested cover the period ten (10) years before the date of the incident described in the Complaint through the present.

21. If responsive documents are in a language other than English, please provide the document in their original language as well as a version translated to English.

22. These requests are continuing, and Defendant's response to these requests must be promptly supplemented when appropriate or necessary in accordance with Florida Rule of Civil Procedure 1.280.

DOCUMENTS AND THINGS REQUESTED

1. Copies of the all policies of **liability insurance** which would or might inure / insure to the benefit of the Plaintiff in this lawsuit by providing for payment of a part of or all of any judgment rendered in favor of the Plaintiff against **HUIZHOU DESAY BATTERY** or against any other person, firm, or corporation who is or may be liable to the Plaintiff by reason of the incident described in the Complaint (including all umbrella, excess,

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Plaintiff's First Request to Produce to
Defendant, Huizhou Desay Battery Co., Ltd.
Page 5

reinsurance, etc.). This request includes all documents related to any liability insurance policy produced in response to this request including but not limited to; (i) documents which show / identify / explain the relationship between any named insured(s) and / or any additional insured(s); (ii) any documents which show / identify / explain whether or not any insured(s) is required to pay a part or any part of any judgement before the insurer must make any payment, and if so what payment must be made and by whom before the insurer must make payment (e.g. a self-insured retention); (iii) any documents which are notifications from any insurer(s) to any insured(s) that said insurer claims that there is or may be no coverage under the terms of the policy of insurance involved; (iv) any documents which show / identify / explain whether or not there is any protection afforded by the type of risk sued hereon by any reinsurance and / or excess insurance.

2. Documents sent by or between **HUIZHOU DESAY BATTERY** and any other named Defendant that constitute or reference a request or **demand for indemnification** related to the claims made by the Plaintiff in this lawsuit as a result of the Incident that is the subject of this lawsuit.

3. Documents sent by or between **HUIZHOU DESAY BATTERY** and any Third Party that constitute or reference a request or **demand for indemnification** related to the claims made by the Plaintiff in this lawsuit as a result of the Incident that is the subject of this lawsuit.

4. Documents sent by or between **HUIZHOU DESAY BATTERY** and any other named Defendant that constitute or reference a request or **demand for a legal defense** related to the claims made by the Plaintiff in this lawsuit as a result of the Incident that is the subject of this lawsuit.

5. Documents sent by or between **HUIZHOU DESAY BATTERY** and any Third Party that constitute or reference a request or **demand for a legal defense** related to the claims made by the Plaintiff in this lawsuit as a result of the Incident that is the subject of this lawsuit.

6. Documents sent by or between **HUIZHOU DESAY BATTERY** and any other named Defendant that constitute or reference a request for a **joint defense agreement** related to the defense of the claims made by the Plaintiff in this lawsuit as a result the Incident that is the subject of this lawsuit.

7. Contracts or other **written agreements** or documents which describe and explain the relationship between and amongst **HUIZHOU DESAY BATTERY** and any of the named Defendants from 2015 until the present.

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Plaintiff's First Request to Produce to
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Page 6

8. All correspondences between **HUIZHOU DESAY BATTERY** and any other entity regarding the incident described in the Complaint.

9. Contracts or other **written agreements** entered into between **HUIZHOU DESAY BATTERY** and any other entity regarding the design, engineering, manufacturing, testing, product certification, inspection, distribution, marketing and sale of the **product** involved in this Incident.

10. Any complaints, including customer complaints, third party complaints, and/or any complaint from any member of the public regarding any fire related incident, overheating related incident, or battery defect, involving the **model of the product**.

11. Any complaints, including customer complaints, third party complaints, and/or any complaint from any member of the public regarding any fire related incident, overheating related incident, or battery defect, involving the same model battery that was used in the **model of the product**.

12. All documents identifying each and every entity forming any part in the **chain of sale and distribution** for the **product** including, but not limited to, designers, manufacturers, distributors, wholesalers, and retailers.

13. All documents identifying each and every entity responsible for the **design of the product** including, but not limited to, designers, manufacturers, distributors, wholesalers, and retailers.

14. All documents relating to the **product's design**, including product design drawings, engineering drawings and reports, schematics, design documents, and other records pertaining to the development of the **product**.

15. All design **FMEA** ("Failure Modes and Effects Analysis") for the **model of the product**, regardless of whether You title the document FMEA or some other name.

16. All process **FMEA** ("Failure Modes and Effects Analysis") for the **model of the product**, regardless of whether You title the document FMEA or some other name.

17. All system **FMEA** ("Failure Modes and Effects Analysis") for the **model of the product**, regardless of whether You title the document FMEA or some other name.

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Defendant, Huizhou Desay Battery Co., Ltd.
Page 7

18. All Finite Element Analyses (**FEA**) performed for the **model of the product**, including any documents generated from the FEA results, reports generated from FEA results, and the FEA files in raw format.

19. All documents relating to **changes at any time in the design** and specifications of the **model of the product**.

20. All documents identifying each and every entity responsible for the **manufacture of the product** including, but not limited to, designers, manufacturers, distributors, wholesalers, and retailers.

21. All documents related the **manufacture of the product and its components**, including but not limited to Control Plans, pick tickets, parts lists, assembly instructions, assembly checklists, bill of materials, quality checks, quality control documents, testing performed during and subsequent to the manufacturing and assembly process, and any other related documents.

22. All documents relating to **changes at any time in the manufacturing**, engineering, and procedures for the manufacture of the product, including changes to its materials, component parts, composition and construction.

23. All documents identifying any **component parts** in the **product**, and each and every entity forming any part in the chain of distribution for the product's component parts including, but not limited to, designers, manufacturers, distributors, wholesalers, and retailers.

24. All documents relating to the **testing, inspection or production certification** of the **product**, including but not limited to, raw data, analysis, correspondence, photographs and/or videos, assessments and evaluations.

25. All documents regarding **temperature cycling testing** of the **product** or model of the product (for use to evaluate how the battery performs across different temperatures over a period of time), including testing protocols, procedures, raw data, media, results, analysis, evaluations, reports and correspondence.

26. All documents relating to the **product's compliance with all applicable safety standards** including, but not limited to, federal, state, and local government standards, and federal agency standards.

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27. All documents identifying each and every entity responsible for the **warnings, instructions and packaging of the product** including, but not limited to, designers, manufacturers, distributors, wholesalers, and retailers.

28. All documents relating to the design, development, design modification, and manufacturing of the **packaging, labeling, warnings and instructions for the product**, including any changes made to the packaging, labeling, warnings and instructions of the product, including an example of each iteration or version of every label, warning, instruction and packaging of the **product**.

29. All documents, including analyses, assessments and evaluations that analyze the effectiveness of all **warnings and instructions** on the packaging and the warnings and instructions printed inside the packaging.

30. All documents relating to the Defendant's **marketing** of the product including, but not limited to, how and where the product was marketed and advertised to the consuming public, and to what class of intended users the product was marketed and advertised.

31. All documents related to any **claim, complaint, or reports of incidents and injuries** involving the model of the product, received from any source, including directly from consumers, retailers, medical personnel, local/state/federal government officials, or through international government agencies. This request includes:

- a. All documents associated with the claim, complaint, or reports of incidents and injuries, including documents given to you as well as documents you requested from the person or entity making the report. It also includes documents you received from a third party such as medical reports or insurance claims; and
- b. All documents generated by you, or generated by a third party at your request, such as witness statements and evaluations and assessments of the claim, complaint, or report.

32. All documents related to any **known defects** with the **model of the product** brought to Your attention by either a consumer or entity.

33. All documents regarding **any warranty provided with the product**, including any disclaimers or limitations of any warranty and all versions thereof.

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34. All documents regarding **warranty claims** submitted to the Defendant regarding the **model of the product**, related to the battery or battery management system, including the nature of the warranty claim, any action taken by Defendant in response thereto (e.g. repairs, replacements, service), reports, evaluations and correspondence.

35. All documents regarding any **litigation or alternate dispute resolution** involving the **model of the product** other than the present matter.

36. All reports of and correspondence with any **expert expected** to testify in this proceeding, a current curriculum vitae for each such person, and all documents and other evidence reviewed, considered or relied upon by any such person for his or her opinions.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy hereof has been served with a copy of the Complaint and Summons.



Ben J. Whitman, Esq.
Daniel D. Walker, Esq. for
CLARK, FOUNTAIN, LITTKY-RUBIN
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dwalker@clarkfountain.com
Florida Bar No. 106234
Florida Bar No. 1018257
Attorneys for Plaintiff

DONYALE SWANN, a Florida Citizen and
Resident,

Plaintiff,

vs.

APPLE, INC., a Foreign Corporation,
APPLE SOUTH ASIA (THAILAND) LTD., a
Foreign Corporation, HUIZHOU DESAY
BATTERY CO., LTD., a Foreign
Corporation, T-MOBILE SOUTH, LLC, a
Foreign Limited Liability Company, and T-
MOBILE US, INC. a Foreign Corporation,

Defendants.

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA

CASE NO.: 2026-CA-006458-O

PLAINTIFF'S FIRST REQUEST TO PRODUCE TO
DEFENDANT, T-MOBILE SOUTH, LLC

Plaintiff, DONYALE SWANN, by and through the undersigned attorneys and hereby requests the Defendant, T-MOBILE SOUTH, LLC, a Foreign Limited Liability, ("T-MOBILE SOUTH"), to produce to the offices of Clark, Fountain, Littky-Rubin & Whitman, LLP for inspection and/or copying, within the time specified by the applicable Rules of Civil Procedure, the following:

DEFINITIONS

The following definitions shall apply to this request for production:

1. **"Action"** means the above-captioned action.
2. The terms **"and"** and **"or"** shall be construed either conjunctively or disjunctively as necessary to bring within the scope of the request all responses that might otherwise fall outside the scope of this request.

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3. **"Communication"** means the transmittal of information (in the form of facts, ideas, inquiries or otherwise), including, without limitation, written, oral, or electronic transmissions.

4. **"Complaint"** means the Complaint filed by the Plaintiff in this action setting forth the allegations against Defendants, unless otherwise specified.

5. **"Document(s)"** or **"Information"** means all materials within the scope of Florida Rule of Civil Procedure, including, without limitation, all writings, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations, including electronically stored information (ESI), that are stored in any medium whatsoever from which information can be obtained either directly or, if necessary, after translation by the responding party into a reasonably usable form, as well as any tangible things. A draft or nonidentical copy of a document is a separate document within the meaning of this term. A document includes all appendices, schedules, exhibits, and other attachments. [The term "Document(s)" or "Information" includes but is not limited to emails and other types of messages (including but not limited to text, instant, and direct messages), social media or other online content, geolocation data, data generated and stored by devices connected to the Internet of Things (IoT), communications generated and stored in workplace collaboration tools (including, without limitation, Slack and Microsoft Teams) or ephemeral messaging applications, and all associated data and metadata.

6. The **"incident"** refers to the time, place, date, and circumstances of the event as described in the Complaint.

7. The **"product"** refers to the iPhone 12 Pro Max, and its components, which was involved in the incident.

8. The **"model of the product"** refers to the same model as the subject iPhone 12 Pro Max described in the Complaint and includes any model revisions before or after the Incident.

9. **"Person"** means any natural person or any legal entity, including but not limited to any business or governmental entity, organization, or association.

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Plaintiff's First Request to Produce
to Defendant, T-Mobile South LLC
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10. **"Plaintiff"** means Plaintiff in the above-captioned action.

11. **"Relate," "related," or "relating"** means, in addition to their usual and customary meanings, concerning, referring to, reflecting, regarding, pertaining to, addressing, discussing, alluding to, describing, evidencing, constituting, or otherwise having any logical or factual connection with the subject matter addressed.

12. **"You," or "Your"** shall mean Defendant **T-MOBILE SOUTH** and each of its employees, agents, officers, directors, representatives, consultants, accountants, and attorneys, including any person who served in any such capacity at any time during the relevant time period specified herein.

INSTRUCTIONS

13. All responses to Plaintiff's Request for Production must be in conformity with the Florida Rules of Civil Procedure, including but not limited to, Rule 1.280 and Rule 1.351.

14. All objections to the production of documents requested herein shall be made in writing and delivered to the office of Plaintiff's counsel, on or before the date set for production.

15. All information is to be produced as they are kept in the usual course of business including any labels, file markings, or similar identifying features, or shall be organized and labeled to correspond to the categories requested herein. If there is/are no information/documents in response to a particular request, or if you withhold any responsive documents/information or categories of documents/information based on any objections, Defendant shall state so in writing.

16. Electronically stored information (ESI) must be produced in its original native format including its accompanying metadata.

17. These requests call for the production of all responsive documents and things in your possession, custody or control, or in the possession, custody or control of your employees, predecessors, successors, parents, subsidiaries, divisions, affiliates, partners, joint venturers, brokers, accountants, financial advisors, representatives, and

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Plaintiff's First Request to Produce
to Defendant, T-Mobile South LLC
Page 4

agents or other persons acting on your behalf, without regard to the physical location of such documents.

18. If your response is that the documents or things are not within your possession or custody, describe in detail the efforts you made to locate each such document or thing. If your response is that documents or things are not under your control, identify who has control and the location of the documents or things.

19. If any responsive document or thing was, but no longer is, in your possession, subject to your control, or in existence, include a statement:

- a. identifying the document or thing;
- b. describing where the document or thing is now;
- c. identifying who has control of the document or thing;
- d. describing how the document or thing became lost or destroyed or was transferred; and
- e. identifying each person responsible for or having knowledge of the loss, destruction, or transfer of the document or thing from your possession, custody, or control.

20. Unless otherwise stated herein, all documents requested cover the period ten (10) years before the date of the incident described in the Complaint through the present.

21. If responsive documents are in a language other than English, please provide the document in their original language as well as a version translated to English.

22. These requests are continuing, and Defendant's response to these requests must be promptly supplemented when appropriate or necessary in accordance with Florida Rule of Civil Procedure 1.280.

DOCUMENTS AND THINGS REQUESTED

1. Copies of the all policies of **liability insurance** which would or might inure / insure to the benefit of the Plaintiff in this lawsuit by providing for payment of a part of or all of any judgment rendered in favor of the Plaintiff against **T-MOBILE SOUTH** or against any other person, firm, or corporation who is or may be liable to the Plaintiff by reason of the incident described in the Complaint (including all umbrella, excess, reinsurance, etc.).

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This request includes all documents related to any liability insurance policy produced in response to this request including but not limited to; (i) documents which show / identify / explain the relationship between any named insured(s) and / or any additional insured(s); (ii) any documents which show / identify / explain whether or not any insured(s) is required to pay a part or any part of any judgement before the insurer must make any payment, and if so what payment must be made and by whom before the insurer must make payment (e.g. a self-insured retention); (iii) any documents which are notifications from any insurer(s) to any insured(s) that said insurer claims that there is or may be no coverage under the terms of the policy of insurance involved; (iv) any documents which show / identify / explain whether or not there is any protection afforded by the type of risk sued hereon by any reinsurance and / or excess insurance.

2. Documents sent by or between **T-MOBILE SOUTH** and any other named Defendant that constitute or reference a request or **demand for indemnification** related to the claims made by the Plaintiff in this lawsuit as a result of the Incident that is the subject of this lawsuit.

3. Documents sent by or between **T-MOBILE SOUTH** and any Third Party that constitute or reference a request or **demand for indemnification** related to the claims made by the Plaintiff in this lawsuit as a result of the Incident that is the subject of this lawsuit.

4. Documents sent by or between **T-MOBILE SOUTH** and any other named Defendant that constitute or reference a request or **demand for a legal defense** related to the claims made by the Plaintiff in this lawsuit as a result of the Incident that is the subject of this lawsuit.

5. Documents sent by or between **T-MOBILE SOUTH** and any Third Party that constitute or reference a request or **demand for a legal defense** related to the claims made by the Plaintiff in this lawsuit as a result of the Incident that is the subject of this lawsuit.

6. Documents sent by or between **T-MOBILE SOUTH** and any other named Defendant that constitute or reference a request for a **joint defense agreement** related to the defense of the claims made by the Plaintiff in this lawsuit as a result the Incident that is the subject of this lawsuit.

7. Contracts or other **written agreements** or documents which describe and explain the relationship between and amongst **T-MOBILE SOUTH** and any of the named Defendants from 2015 until the present.

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Plaintiff's First Request to Produce
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8. All correspondences between **T-MOBILE SOUTH** and any other entity regarding the incident described in the Complaint.

9. Contracts or other **written agreements** entered into between **T-MOBILE SOUTH** and any other entity regarding the design, engineering, manufacturing, testing, product certification, inspection, distribution, marketing and sale of the **product** involved in this Incident.

10. All documents or correspondence related to the purchase, sale, exchange, repair, inspection, or maintenance of the **product**.

11. Any complaints, including customer complaints, third party complaints, and/or any complaint from any member of the public regarding any fire related incident, overheating related incident, or battery defect, involving the **model of the product**.

12. All documents identifying each and every entity forming any part in the **chain of sale and distribution** for the **product** including, but not limited to, designers, manufacturers, distributors, wholesalers, and retailers.

13. All documents identifying each and every entity responsible for the **design of the product** including, but not limited to, designers, manufacturers, distributors, wholesalers, and retailers.

14. All documents relating to **changes at any time in the design** and specifications of the **product**, including service bulletins.

15. All documents identifying each and every entity responsible for the **manufacture of the product** including, but not limited to, designers, manufacturers, distributors, wholesalers, and retailers.

16. All documents related the **manufacture of the product and its components**, including but not limited to Control Plans, pick tickets, parts lists, assembly instructions, assembly checklists, bill of materials, quality checks, quality control documents, testing performed during and subsequent to the manufacturing and assembly process, and any other related documents.

17. All documents relating to **changes at any time in the manufacturing**, engineering, and procedures for the manufacture of the product, including changes to its materials, component parts, composition and construction.

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Plaintiff's First Request to Produce
to Defendant, T-Mobile South LLC
Page 7

18. All documents identifying any **component parts** in the **product**, and each and every entity forming any part in the chain of distribution for the product's component parts including, but not limited to, designers, manufacturers, distributors, wholesalers, and retailers.

19. All documents relating to the **testing, inspection or production certification** of the **product**, including but not limited to, raw data, analysis, correspondence, photographs and/or videos, assessments and evaluations.

20. All documents regarding **temperature cycling testing** of the **product** or model of the product (for use to evaluate how the battery performs across different temperatures over a period of time), including testing protocols, procedures, raw data, media, results, analysis, evaluations, reports and correspondence.

21. All documents relating to the **product's compliance with all applicable safety standards** including, but not limited to, federal, state, and local government standards, and federal agency standards.

22. All documents identifying each and every entity responsible for the **warnings, instructions and packaging of the product** including, but not limited to, designers, manufacturers, distributors, wholesalers, and retailers.

23. All documents relating to the design, development, design modification, and manufacturing of the **packaging, labeling, warnings and instructions** for the **product**, including any changes made to the packaging, labeling, warnings and instructions of the product, including an example of each iteration or version of every label, warning, instruction and packaging of the **product**.

24. All documents, including analyses, assessments and evaluations that analyze the effectiveness of all **warnings and instructions** on the packaging and the warnings and instructions printed inside the packaging.

25. All documents relating to the Defendant's **marketing** of the product including, but not limited to, how and where the product was marketed and advertised to the consuming public, and to what class of intended users the product was marketed and advertised.

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26. All documents related to any **claim, complaint, or reports of incidents and injuries** involving the model of the product, received from any source, including directly from consumers, retailers, medical personnel, local/state/federal government officials, or through international government agencies. This request includes:

- a. All documents associated with the claim, complaint, or reports of incidents and injuries, including documents given to you as well as documents you requested from the person or entity making the report. It also includes documents you received from a third party such as medical reports or insurance claims; and
- b. All documents generated by you, or generated by a third party at your request, such as witness statements and evaluations and assessments of the claim, complaint, or report.

27. All documents related to any **known defects** with the **model of the product** brought to Your attention by either a consumer or entity.

28. All documents regarding **any warranty provided with the product**, including any disclaimers or limitations of any warranty and all versions thereof.

29. All documents regarding **warranty claims** submitted to the Defendant regarding the **model of the product**, related to the battery or battery management system, including the nature of the warranty claim, any action taken by Defendant in response thereto (e.g. repairs, replacements, service), reports, evaluations and correspondence.

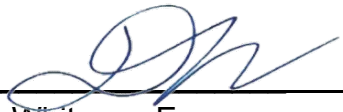
30. All documents regarding any **litigation or alternate dispute resolution** involving the **model of the product** other than the present matter.

31. All reports of and correspondence with any **expert expected** to testify in this proceeding, a current curriculum vitae for each such person, and all documents and other evidence reviewed, considered or relied upon by any such person for his or her opinions.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy hereof has been served with a copy of the
Complaint and Summons.



Ben J. Whitman, Esq.
Daniel D. Walker, Esq. for
CLARK, FOUNTAIN, LITTKY-RUBIN
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Florida Bar No. 106234
Florida Bar No. 1018257
Attorneys for Plaintiff

DONYALE SWANN, a Florida Citizen and
Resident,

Plaintiff,

vs.

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA

CASE NO.: 2026-CA-006458-O

APPLE, INC., a Foreign Corporation,
APPLE SOUTH ASIA (THAILAND) LTD., a
Foreign Corporation, HUIZHOU DESAY
BATTERY CO., LTD., a Foreign
Corporation, T-MOBILE SOUTH, LLC, a
Foreign Limited Liability Company, and T-
MOBILE US, INC. a Foreign Corporation,

Defendants.

_____ /

**PLAINTIFF'S FIRST REQUEST TO PRODUCE TO
DEFENDANT, T-MOBILE US, INC.**

Plaintiff, DONYALE SWANN, by and through the undersigned attorneys, hereby requests the Defendant, T-MOBILE US, INC., a Foreign Corporation, ("T-MOBILE US"), produce to the offices of Clark, Fountain, Littky-Rubin & Whitman, LLP for inspection and/or copying, within the time specified by the applicable Rules of Civil Procedure, the following:

DEFINITIONS

The following definitions shall apply to this request for production:

1. **"Action"** means the above-captioned action.
2. The terms **"and"** and **"or"** shall be construed either conjunctively or disjunctively as necessary to bring within the scope of the request all responses that might otherwise fall outside the scope of this request.

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Plaintiff's First Request to Produce
to Defendant, T-Mobile US, Inc.
Page 2

3. **"Communication"** means the transmittal of information (in the form of facts, ideas, inquiries or otherwise), including, without limitation, written, oral, or electronic transmissions.

4. **"Complaint"** means the Complaint filed by the Plaintiff in this action setting forth the allegations against Defendants, unless otherwise specified.

5. **"Document(s)"** or **"Information"** means all materials within the scope of Florida Rule of Civil Procedure, including, without limitation, all writings, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations, including electronically stored information (ESI), that are stored in any medium whatsoever from which information can be obtained either directly or, if necessary, after translation by the responding party into a reasonably usable form, as well as any tangible things. A draft or nonidentical copy of a document is a separate document within the meaning of this term. A document includes all appendices, schedules, exhibits, and other attachments. [The term "Document(s)" or "Information" includes but is not limited to emails and other types of messages (including but not limited to text, instant, and direct messages), social media or other online content, geolocation data, data generated and stored by devices connected to the Internet of Things (IoT), communications generated and stored in workplace collaboration tools (including, without limitation, Slack and Microsoft Teams) or ephemeral messaging applications, and all associated data and metadata.

6. The **"incident"** refers to the time, place, date, and circumstances of the event as described in the Complaint.

7. The **"product"** refers to the iPhone 12 Pro Max, and its components, which was involved in the incident.

8. The **"model of the product"** refers to the same model as the subject iPhone 12 Pro Max described in the Complaint and includes any model revisions before or after the Incident.

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Plaintiff's First Request to Produce
to Defendant, T-Mobile US, Inc.
Page 3

9. **"Person"** means any natural person or any legal entity, including but not limited to any business or governmental entity, organization, or association.

10. **"Plaintiff"** means Plaintiff in the above-captioned action.

11. **"Relate," "related," or "relating"** means, in addition to their usual and customary meanings, concerning, referring to, reflecting, regarding, pertaining to, addressing, discussing, alluding to, describing, evidencing, constituting, or otherwise having any logical or factual connection with the subject matter addressed.

12. **"You," or "Your"** shall mean Defendant **T-MOBILE US** and each of its employees, agents, officers, directors, representatives, consultants, accountants, and attorneys, including any person who served in any such capacity at any time during the relevant time period specified herein.

INSTRUCTIONS

13. All responses to Plaintiff's Request for Production must be in conformity with the Florida Rules of Civil Procedure, including but not limited to, Rule 1.280 and Rule 1.351.

14. All objections to the production of documents requested herein shall be made in writing and delivered to the office of Plaintiff's counsel, on or before the date set for production.

15. All information is to be produced as they are kept in the usual course of business including any labels, file markings, or similar identifying features, or shall be organized and labeled to correspond to the categories requested herein. If there is/are no information/documents in response to a particular request, or if you withhold any responsive documents/information or categories of documents/information based on any objections, Defendant shall state so in writing.

16. Electronically stored information (ESI) must be produced in its original native format including its accompanying metadata.

17. These requests call for the production of all responsive documents and things in your possession, custody or control, or in the possession, custody or control of

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Page 4

your employees, predecessors, successors, parents, subsidiaries, divisions, affiliates, partners, joint venturers, brokers, accountants, financial advisors, representatives, and agents or other persons acting on your behalf, without regard to the physical location of such documents.

18. If your response is that the documents or things are not within your possession or custody, describe in detail the efforts you made to locate each such document or thing. If your response is that documents or things are not under your control, identify who has control and the location of the documents or things.

19. If any responsive document or thing was, but no longer is, in your possession, subject to your control, or in existence, include a statement:

- a. identifying the document or thing;
- b. describing where the document or thing is now;
- c. identifying who has control of the document or thing;
- d. describing how the document or thing became lost or destroyed or was transferred; and
- e. identifying each person responsible for or having knowledge of the loss, destruction, or transfer of the document or thing from your possession, custody, or control.

20. Unless otherwise stated herein, all documents requested cover the period ten (10) years before the date of the incident described in the Complaint through the present.

21. If responsive documents are in a language other than English, please provide the document in their original language as well as a version translated to English.

22. These requests are continuing, and Defendant's response to these requests must be promptly supplemented when appropriate or necessary in accordance with Florida Rule of Civil Procedure 1.280.

DOCUMENTS AND THINGS REQUESTED

1. Copies of the all policies of **liability insurance** which would or might inure / insure to the benefit of the Plaintiff in this lawsuit by providing for payment of a part of or

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Plaintiff's First Request to Produce
to Defendant, T-Mobile US, Inc.
Page 5

all of any judgment rendered in favor of the Plaintiff against **T-MOBILE US** or against any other person, firm, or corporation who is or may be liable to the Plaintiff by reason of the incident described in the Complaint (including all umbrella, excess, reinsurance, etc.). This request includes all documents related to any liability insurance policy produced in response to this request including but not limited to; (i) documents which show / identify / explain the relationship between any named insured(s) and / or any additional insured(s); (ii) any documents which show / identify / explain whether or not any insured(s) is required to pay a part or any part of any judgement before the insurer must make any payment, and if so what payment must be made and by whom before the insurer must make payment (e.g. a self-insured retention); (iii) any documents which are notifications from any insurer(s) to any insured(s) that said insurer claims that there is or may be no coverage under the terms of the policy of insurance involved; (iv) any documents which show / identify / explain whether or not there is any protection afforded by the type of risk sued hereon by any reinsurance and / or excess insurance.

2. Documents sent by or between **T-MOBILE US** and any other named Defendant that constitute or reference a request or **demand for indemnification** related to the claims made by the Plaintiff in this lawsuit as a result of the Incident that is the subject of this lawsuit.

3. Documents sent by or between **T-MOBILE US** and any Third Party that constitute or reference a request or **demand for indemnification** related to the claims made by the Plaintiff in this lawsuit as a result of the Incident that is the subject of this lawsuit.

4. Documents sent by or between **T-MOBILE US** and any other named Defendant that constitute or reference a request or **demand for a legal defense** related to the claims made by the Plaintiff in this lawsuit as a result of the Incident that is the subject of this lawsuit.

5. Documents sent by or between **T-MOBILE US** and any Third Party that constitute or reference a request or **demand for a legal defense** related to the claims made by the Plaintiff in this lawsuit as a result of the Incident that is the subject of this lawsuit.

6. Documents sent by or between **T-MOBILE US** and any other named Defendant that constitute or reference a request for a **joint defense agreement** related to the defense of the claims made by the Plaintiff in this lawsuit as a result the Incident that is the subject of this lawsuit.

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Plaintiff's First Request to Produce
to Defendant, T-Mobile US, Inc.
Page 6

7. Contracts or other **written agreements** or documents which describe and explain the relationship between and amongst **T-MOBILE US** and any of the named Defendants from 2015 until the present.

8. All correspondences between **T-MOBILE US** and any other entity regarding the incident described in the Complaint.

9. Contracts or other **written agreements** entered into between **T-MOBILE US** and any other entity regarding the design, engineering, manufacturing, testing, product certification, inspection, distribution, marketing and sale of the **product** involved in this Incident.

10. All documents or correspondence related to the purchase, sale, exchange, repair, inspection, or maintenance of the **product**.

11. Any complaints, including customer complaints, third party complaints, and/or any complaint from any member of the public regarding any fire related incident, overheating related incident, or battery defect, involving the **model of the product**.

12. All documents identifying each and every entity forming any part in the **chain of sale and distribution** for the **product** including, but not limited to, designers, manufacturers, distributors, wholesalers, and retailers.

13. All documents identifying each and every entity responsible for the **design of the product** including, but not limited to, designers, manufacturers, distributors, wholesalers, and retailers.

14. All documents relating to **changes at any time in the design** and specifications of the **product**, including service bulletins.

15. All documents identifying each and every entity responsible for the **manufacture of the product** including, but not limited to, designers, manufacturers, distributors, wholesalers, and retailers.

16. All documents related the **manufacture of the product and its components**, including but not limited to Control Plans, pick tickets, parts lists, assembly instructions, assembly checklists, bill of materials, quality checks, quality control documents, testing performed during and subsequent to the manufacturing and assembly process, and any other related documents.

Case No. 2026-CA-006458-O
Plaintiff's First Request to Produce
to Defendant, T-Mobile US, Inc.
Page 7

17. All documents relating to **changes at any time in the manufacturing**, engineering, and procedures for the manufacture of the product, including changes to its materials, component parts, composition and construction.

18. All documents identifying any **component parts** in the **product**, and each and every entity forming any part in the chain of distribution for the product's component parts including, but not limited to, designers, manufacturers, distributors, wholesalers, and retailers.

19. All documents relating to the **testing, inspection or production certification** of the **product**, including but not limited to, raw data, analysis, correspondence, photographs and/or videos, assessments and evaluations.

20. All documents regarding **temperature cycling testing** of the **product** or model of the product (for use to evaluate how the battery performs across different temperatures over a period of time), including testing protocols, procedures, raw data, media, results, analysis, evaluations, reports and correspondence.

21. All documents relating to the **product's compliance with all applicable safety standards** including, but not limited to, federal, state, and local government standards, and federal agency standards.

22. All documents identifying each and every entity responsible for the **warnings, instructions and packaging of the product** including, but not limited to, designers, manufacturers, distributors, wholesalers, and retailers.

23. All documents relating to the design, development, design modification, and manufacturing of the **packaging, labeling, warnings and instructions** for the **product**, including any changes made to the packaging, labeling, warnings and instructions of the product, including an example of each iteration or version of every label, warning, instruction and packaging of the **product**.

24. All documents, including analyses, assessments and evaluations that analyze the effectiveness of all **warnings and instructions** on the packaging and the warnings and instructions printed inside the packaging.

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Plaintiff's First Request to Produce
to Defendant, T-Mobile US, Inc.
Page 8

25. All documents relating to the Defendant's **marketing** of the product including, but not limited to, how and where the product was marketed and advertised to the consuming public, and to what class of intended users the product was marketed and advertised.

26. All documents related to any **claim, complaint, or reports of incidents and injuries** involving the model of the product, received from any source, including directly from consumers, retailers, medical personnel, local/state/federal government officials, or through international government agencies. This request includes:

- a. All documents associated with the claim, complaint, or reports of incidents and injuries, including documents given to you as well as documents you requested from the person or entity making the report. It also includes documents you received from a third party such as medical reports or insurance claims; and
- b. All documents generated by you, or generated by a third party at your request, such as witness statements and evaluations and assessments of the claim, complaint, or report.

27. All documents related to any **known defects** with the **model of the product** brought to your attention by either a consumer or entity.

28. All documents regarding **any warranty provided with the product**, including any disclaimers or limitations of any warranty and all versions thereof.

29. All documents regarding **warranty claims** submitted to the Defendant regarding the **model of the product**, related to the battery or battery management system, including the nature of the warranty claim, any action taken by Defendant in response thereto (e.g. repairs, replacements, service), reports, evaluations and correspondence.

30. All documents regarding any **litigation or alternate dispute resolution** involving the **model of the product** other than the present matter.

31. All reports of and correspondence with any **expert expected** to testify in this proceeding, a current curriculum vitae for each such person, and all documents and

Case No. 2026-CA-006458-O
Plaintiff's First Request to Produce
to Defendant, T-Mobile US, Inc.
Page 9

other evidence reviewed, considered or relied upon by any such person for his or her opinions.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy hereof has been served with a copy of the Complaint and Summons.



Ben J. Whitman, Esq.
Daniel D. Walker, Esq. for
CLARK, FOUNTAIN, LITTKY-RUBIN
& WHITMAN, LLP
3601 PGA Blvd., Suite 300
Palm Beach Gardens, FL 33410
PH: (561) 899-2100
Fax: (561) 832-3580
Email: bwhitman@clarkfountain.com
dwalker@clarkfountain.com
Florida Bar No. 106234
Florida Bar No. 1018257
Attorneys for Plaintiff

RETURN OF SERVICE

State of Florida

County of Orange

Circuit Court

Case Number: 2026-CA-006458-O

Plaintiff,: **DONYALE SWANN, a Florida Citizen and Resident,**
vs.

Defendant,: **APPLE, INC., a Foreign Corporation, APPLE SOUTH ASIA (THAILAND) LTD., a Foreign Corporation, HUIZHOU DESAY BATTERY CO., LTD., a Foreign Corporation, T-MOBILE SOUTH, LLC, a Foreign Limited Liability Company, and T-MOBILE US, INC., a Foreign Corporation,**

For:

Ben J. Whitman, Esquire
Clark, Fountain, La Vista, Littky-Rubin, & Whitman, LLP
3601 PGA Blvd.
Suite 300
Palm Beach Gardens, FL 33410

Received by Williams Process Service, Inc. on the 22nd day of June, 2026 at 8:43 am to be served on **Apple, Inc. c/o CT Corporation System, 1200 S. Pine Island Rd., Plantation, FL 33324.**

I, Dan Ackerman, do hereby affirm that on the **23rd day of June, 2026 at 8:30 am, I:**

served a **CORPORATION** by delivering a true copy of the **20 Day Summons, Civil Cover Sheet, Complaint and Demand for Jury Trial, Uniform Trial and Case Management Order, Initial Disclosures, and First Request to Produce** with the date and hour of service endorsed thereon by me, to: **Donna Moch c/o CT Corporation System as Authorized for Registered Agent for Apple, Inc.,** at the address of: **1200 S. Pine Island Rd., Plantation, FL 33324,** and informed said person of the contents therein, in compliance with state statutes.

Description of Person Served: Age: 58, Sex: F, Race/Skin Color: White, Height: 5'3", Weight: 160, Hair: Dark Brown, Glasses: N

Under penalties of perjury, I swear or affirm, pursuant to Fla. Stat. 95.525 that I have read the foregoing and the facts stated herein are true. I am over the age of 18; have no interest in the above action; and am a Special Process Server in good standing in the circuit in which service was effected in accordance with State Statutes.

/ s / Dan Ackerman

Dan Ackerman
SPS #362

Williams Process Service, Inc.
721 US Highway 1
Suite 121
North Palm Beach, FL 33408
(561) 881-1442

Our Job Serial Number: WPS-2026012418



RETURN OF SERVICE

State of Florida

County of Orange

Circuit Court

Case Number: 2026-CA-006458-O

Plaintiff,:

DONYALE SWANN, a Florida Citizen and Resident,

vs.

Defendant,:

**APPLE, INC., a Foreign Corporation, APPLE SOUTH ASIA (THAILAND) LTD.,
a Foreign Corporation, HUIZHOU DESAY BATTERY CO., LTD., a Foreign
Corporation, T-MOBILE SOUTH, LLC, a Foreign Limited Liability Company,
and T-MOBILE US, INC., a Foreign Corporation,**

For:

Ben J. Whitman, Esquire
Clark, Fountain, La Vista, Littky-Rubin, & Whitman, LLP
3601 PGA Blvd.
Suite 300
Palm Beach Gardens, FL 33410

Received by WILLIAMS PROCESS SERVICE, INC. on the 22nd day of June, 2026 at 8:53 am to be served on **T-Mobile South, LLC c/o Corporation Service Company, 1201 Hays Street, Tallahassee, FL 32301.**

I, MICHAEL NOLAN, do hereby affirm that on the **23rd day of June, 2026 at 8:45 am, I:**

CORPORATE / LLC: served by delivering a true copy of the **20 Day Summons, Civil Cover Sheet, Complaint and Demand for Jury Trial, Uniform Trial and Case Management Order, Initial Disclosures, and First Request to Produce** with the date and hour of service endorsed thereon by me, to: **DENNIS RATLIFF** as **INTAKE ADMINISTRATOR** for the Registered Agent of T-Mobile South, LLC c/o Corporation Service Company at the address of: **1201 HAYS STREET, TALLAHASSEE, FL 32301**, and informed said person of the contents therein, in compliance with state statutes.

Description of Person Served: Age: 30+, Sex: M, Race/Skin Color: WHITE, Height: 6'0", Weight: 210, Hair: BROWN, Glasses: N

I certify that I am over the age of 18, have no interest in the above action, and am a Certified Process Server, in good standing, in the judicial circuit in which the process was served. Under penalty of perjury I declare that the facts contained herein are true to the best of my knowledge. NO NOTARY REQUIRED PURSUANT TO F.S. 92.525(2).



MICHAEL NOLAN

Certified Process Server, #111

**WILLIAMS PROCESS SERVICE, INC.
721 U.S. HIGHWAY 1
SUITE 121
NORTH PALM BEACH, FL 33408
(561) 881-1442**

Our Job Serial Number: WPS-2026012419
Ref: 2026012419



RETURN OF SERVICE

State of Florida

County of Orange

Circuit Court

Case Number: 2026-CA-006458-O

Plaintiff,:

DONYALE SWANN, a Florida Citizen and Resident,

vs.

Defendant,:

APPLE, INC., a Foreign Corporation, APPLE SOUTH ASIA (THAILAND) LTD., a Foreign Corporation, HUIZHOU DESAY BATTERY CO., LTD., a Foreign Corporation, T-MOBILE SOUTH, LLC, a Foreign Limited Liability Company, and T-MOBILE US, INC., a Foreign Corporation,

For:

Ben J. Whitman, Esquire
Clark, Fountain, La Vista, Littky-Rubin, & Whitman, LLP
3601 PGA Blvd.
Suite 300
Palm Beach Gardens, FL 33410

Received by WILLIAMS PROCESS SERVICE, INC. on the 22nd day of June, 2026 at 8:57 am to be served on **T-Mobile US, Inc. c/o Corporation Service Company, 1201 Hays Street, Tallahassee, FL 32301.**

I, MICHAEL NOLAN, do hereby affirm that on the **24th day of June, 2026 at 10:55 am, I:**

CORPORATE: served by delivering a true copy of the **20 Day Summons, Civil Cover Sheet, Complaint and Demand for Jury Trial, Uniform Trial and Case Management Order, Initial Disclosures, and First Request to Produce** with the date and hour of service endorsed thereon by me, to: **DENNIS RATLIFF** as **INTAKE ADMINISTRATOR** for the Registered Agent of T-Mobile US, Inc. c/o Corporation Service Company at the address of: **1201 HAYS STREET, TALLAHASSEE, FL 32301**, and informed said person of the contents therein, in compliance with state statutes.

Description of Person Served: Age: 30+, Sex: M, Race/Skin Color: WHITE, Height: 6'0", Weight: 210, Hair: BROWN, Glasses: N

I certify that I am over the age of 18, have no interest in the above action, and am a Certified Process Server, in good standing, in the judicial circuit in which the process was served. Under penalty of perjury I declare that the facts contained herein are true to the best of my knowledge. NO NOTARY REQUIRED PURSUANT TO F.S. 92.525(2).



MICHAEL NOLAN

Certified Process Server, #111

**WILLIAMS PROCESS SERVICE, INC.
721 U.S. HIGHWAY 1
SUITE 121
NORTH PALM BEACH, FL 33408
(561) 881-1442**

Our Job Serial Number: WPS-2026012420
Ref: 2026012420



IN THE COUNTY COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA

CASE NO. 2026-CA-006458-O

DONYALE SWANN, a Florida Citizen and
Resident,

Plaintiff,

v.

APPLE, INC., a Foreign Corporation, APPLE
SOUTH ASIA (THAILAND) LTD., a Foreign
Corporation, HUIZHOU DESAY BATTERY
CO., LTD., a Foreign Corporation, T-MOBILE
SOUTH, LLC, a Foreign Limited Liability
Company, and T-MOBILE US, INC., a Foreign
Corporation,

Defendants.

**NOTICE OF APPEARANCE
AND DESIGNATION OF EMAIL ADDRESSES**

PLEASE TAKE NOTICE THAT Shawn Y. Libman, Esq. and Megan Thermes, Esq. of the law firm Clarke Silverglate, P.A., hereby enter their appearance as counsel of record for Defendant Apple Inc. The undersigned hereby designate their primary and secondary e-mail addresses, and request that copies of all orders, process, pleadings, and other documents filed or served in this matter be sent to those addresses.

Shawn Y. Libman, Esq.	Primary Email: slibman@cspalaw.com Second Email: lyun@cspalaw.com
Megan Thermes, Esq.	Primary Email: mthermes@cspalaw.com Second Email: kguerrero@cspalaw.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 13th day of July 2026, a true and correct copy of the foregoing has been filed and served via electronic mail through the Florida Courts E-Filing Portal which will send a notice of electronic filing to all counsel of record.

CLARKE SILVERGLATE, P.A.
Attorneys for Apple Inc.

By: /s/ Shawn Y. Libman

Shawn Y. Libman

Fla. Bar No. 10544

Megan Thermes

Florida Bar No. 1058575

5301 Blue Lagoon Drive, Suite 900

Miami, Florida 33126

Phone: 305/377-0700

Fax: 305/377-3001

slibman@cspalaw.com

lyun@cspalaw.com

mthermes@cspalaw.com

kguerrero@cspalaw.com

IN THE COUNTY COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA

CASE NO. 2026-CA-006458-O

DONYALE SWANN, a Florida Citizen and
Resident,

Plaintiff,

v.

APPLE, INC., a Foreign Corporation, APPLE
SOUTH ASIA (THAILAND) LTD., a Foreign
Corporation, HUIZHOU DESAY BATTERY
CO., LTD., a Foreign Corporation, T-MOBILE
SOUTH, LLC, a Foreign Limited Liability
Company, and T-MOBILE US, INC., a Foreign
Corporation,

Defendants.

NOTICE OF APPEARANCE
AND DESIGNATION OF EMAIL ADDRESSES

PLEASE TAKE NOTICE THAT Shawn Y. Libman and Megan Thermes of the law firm Clarke Silvergate, P.A., hereby enter their appearance as counsel of record for Defendants T-Mobile South LLC and T-Mobile US, Inc. The undersigned hereby designate their primary and secondary e-mail addresses, and request that copies of all orders, process, pleadings, and other documents filed or served in this matter be sent to those addresses.

Shawn Y. Libman, Esq.	Primary Email: slibman@cspalaw.com
	Second Email: lyun@cspalaw.com

Megan Thermes, Esq.	Primary Email: mthermes@cspalaw.com
	Second Email: kguerrero@cspalaw.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 21st day of July 2026, a true and correct copy of the foregoing has been filed and served via electronic mail through the Florida Courts E-Filing Portal which will send a notice of electronic filing to all counsel of record.

CLARKE SILVERGLATE, P.A.
*Attorneys for Apple Inc., T-Mobile South LLC and
T-Mobile US, Inc.*

By: /s/ Shawn Y. Libman

Shawn Y. Libman

Fla. Bar No. 10544

Megan Thermes

Florida Bar No. 1058575

5301 Blue Lagoon Drive, Suite 900

Miami, Florida 33126

Phone: 305/377-0700

Fax: 305/377-3001

slibman@cspalaw.com

lyun@cspalaw.com

mthermes@cspalaw.com

kguerrero@cspalaw.com



Orange County Clerk - Court Records Search

2026-CA-006458-O : SWANN, DONYALE vs. APPLE INC et al.

Case Type:	CA - Products Liability	Date Filed:	6/17/2026
Location:	Div 40	UCN:	482026CA006458A0010X
Judge:	John E Jordan	Status:	Pending
Citation Number:	CA - Products Liability	Appear By Date:	

Parties			
Name	Type	Attorney	Atty Phone
DONYALE SWANN	Plaintiff	DANIEL WALKER	561-899-2138
APPLE INC	Defendant	SHAWN LIBMAN	305-347-1559
APPLE SOUTH ASIA THAILAND LTD	Defendant		
HUIZHOU DESAY BATTERY CO LTD	Defendant		
T MOBILE SOUTH LLC	Defendant		
T MOBILE US INC	Defendant		

Charge Details					
Offense Date	Charge	Plea	Arrest	Disposition	Sentence

Docket Events		
Date	Description	Pages
7/21/2026	Notice Appearance of Counsel	2
7/13/2026	Notice Appearance of Counsel	2
6/26/2026	Return of Service of Summons	1
	Comments: on T-Mobile US Inc - 6/24/2026	
6/23/2026	Return of Service of Summons	1
	Comments: T-MOBILE SOUTH, LLC	
6/23/2026	Summons Returned Served	1
	Comments: Apple, Inc. 6/23/2026	
6/19/2026	Request to Produce	9
6/19/2026	Request to Produce	9
6/19/2026	Request to Produce	9
6/19/2026	Request to Produce	9
6/19/2026	Request to Produce	9
6/18/2026	Uniform Order Setting Case for Jury/Pretial - General	10
6/18/2026	Summons Issued Electronically as to	4
	Comments: emailed atty	
6/18/2026	Summons Issued Electronically as to	4
	Comments: emailed atty	
6/18/2026	Summons Issued Electronically as to	4
	Comments: emailed atty	
6/18/2026	Summons Issued Electronically as to	4
	Comments: emailed atty	

Date	Description	Pages
6/18/2026	Summons Issued Electronically as to	4
	Comments: emailed atty	
6/17/2026	Case Management Plan/Order - General Track	3
6/17/2026	Notice of Compliance	1
6/17/2026	Complaint	31
6/17/2026	Civil Cover Sheet	3
6/17/2026	Case Initiated	

Hearings				
Date	Hearing	Time	Location	Pages

Financial			
Date	Description	Payer	Amount
6/17/2026	Transaction Assessment		450.00
6/17/2026	Payment	Daniel D Walker	-450.00
		<u>Balance Due:</u>	<u>0.00</u>

Bonds			
Description	Status Date	Bond Status	Amount

Warrants						
Number	Status Description	Issue Date	Service Date	Recall Date	Expiration Date	Warrant Type