

EXHIBIT F

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

DONALD R. CAMERON, *et al.*,
Plaintiffs,
v.
APPLE INC.,
Defendant.

Case No. 4:19-cv-03074-YGR
[PROPOSED] ORDER GRANTING
DEVELOPER PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT WITH
DEFENDANT APPLE INC.

1 This matter comes before the Court on Developer Plaintiffs’ Motion for Preliminary
2 Approval of Class Action Settlement with Defendant Apple Inc. (“Motion”).

3 WHEREAS, Developer Plaintiffs (“Plaintiffs”), on behalf of themselves and of the
4 proposed stipulated settlement class (“Settlement Class”), and Defendant Apple Inc., have agreed,
5 subject to Court approval following notice to the Settlement Class and a hearing, to settle the
6 above-captioned matter (“Lawsuit”) upon the terms set forth in the Developer Plaintiff-Apple Inc.
7 Settlement Agreement (“Settlement Agreement”) (attached as Exhibit A to the Joint Statement
8 Regarding Revised Papers In Connection With Proposed Settlement (“Joint Statement”));

9 WHEREAS, this Court has reviewed and considered the Settlement Agreement entered
10 into between the parties, the record in this case, and the briefs and arguments of counsel;

11 WHEREAS, Developer Plaintiffs have applied for an order granting preliminary approval
12 of the settlement set forth in the Settlement Agreement (“Settlement”) and directing notice to the
13 Settlement Class (defined in paragraph 3 below) in connection with the Settlement Agreement
14 pursuant to Rule 23(e)(1) of the Federal Rules of Civil Procedure;

15 WHEREAS, this Court preliminarily finds, for purposes of settlement only, that the action
16 meets all the prerequisites of Rule 23 of the Federal Rules of Civil Procedure;

17 WHEREAS, Plaintiffs have presented sufficient information, pursuant to the Federal
18 Rules, to justify directing notice of the Settlement to the Settlement Class;

19 WHEREAS, all defined terms contained herein shall have the same meanings as set forth
20 in the Settlement Agreement;

21 NOW, THEREFORE, IT IS HEREBY ORDERED:

22 1. The Court hereby preliminarily approves the Settlement Agreement and the
23 Settlement set forth therein, finding that it is likely to approve the Settlement as fair, reasonable,
24 and adequate pursuant to Rule 23(e)(2), subject to further consideration at a hearing (the “Fairness
25 Hearing”).

26 2. The Fairness Hearing shall be held before this Court on June 7, 2022, at 2:00 p.m.,
27 at the United States District Court, located in Courtroom 1 – 4th Floor, at 1301 Clay Street,
28 Oakland, CA 94612 to determine whether to approve certification of the Settlement Class for

1 settlement purposes; whether the proposed settlement of the Lawsuit on the terms and conditions
2 provided for in the Settlement Agreement is fair, reasonable, and adequate to the Settlement Class
3 and should be approved by the Court; whether a final judgment should be entered herein; whether
4 the proposed plan of distribution should be approved; to determine the amount of fees and
5 expenses that should be awarded to Class Counsel; and to determine the amount of the service
6 awards that should be provided to class representatives. The Court may adjourn the Fairness
7 Hearing without further notice to the members of the Settlement Class.

8 3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court
9 preliminarily certifies, for purposes of effectuating this settlement, a Settlement Class as follows:

10 All former or current U.S. Developers of any Apple iOS application or in-app
11 product (including subscriptions) sold for a non-zero price via Apple’s iOS App
12 Store that earned, through all Associated Developer Accounts, Proceeds equal to or
13 less than \$1,000,000.00 through the App Store U.S. storefront in every calendar
14 year in which the U.S. Developer had a Developer Account from 2015-2021. For
15 class definition purposes, the 2015 calendar year shall consist of June 4, 2015
16 through December 31, 2015. The 2021 calendar year shall consist of January 1,
17 2021 through April 26, 2021, the last date in 2021 for which there are available
18 developer transactional data as produced in this Action. Additionally, excluded
19 from the Settlement Class are (a) directors, officers, and employees of Apple or its
20 subsidiaries and affiliated companies, as well as Apple’s legal representatives,
21 heirs, successors, or assigns, (b) the Court, the Court staff, as well as any appellate
22 court to which this matter is ever assigned and its staff, (c) Defense Counsel, as
23 well as their immediate family members, legal representatives, heirs, successors, or
24 assigns, (d) any Developers who validly request exclusion (“opt out”) from the
25 Settlement Class, and (e) any other individuals whose claims already have been
26 adjudicated to a final judgment.

21 4. The Court designates Donald R. Cameron and Pure Sweat Basketball, Inc. as the
22 class representatives for the Settlement Class.

23 5. The Court designates Hagens Berman Sobol Shapiro, LLP as Class Counsel for the
24 Settlement Class.

25 6. Having found that it will likely approve the Settlement and certify the Settlement
26 Class for purposes of settlement with Apple Inc., the Court hereby directs Plaintiffs to give notice
27 of the Settlement to the Settlement Class.

1 7. The Court approves as to form and content the proposed notice forms, including the
2 Class Notice, Email Notice, and Postcard Notice, as well as the proposed Claim Form, attached as
3 Exhibits B to E, respectively, to the Joint Statement. The Court further finds the proposed contents
4 of these notices, and the proposed plan of notice described in the Declaration of Steven Weisbrot
5 of Angeion Group Regarding The Proposed Notice Program (“Weisbrot Declaration”), meet the
6 requirements of Federal Rule of Civil Procedure 23 and due process, and are the best notice
7 practicable under the circumstances and shall constitute due and sufficient notice to all persons
8 entitled thereto.

9 8. The Court appoints the firm of Angeion Group LLC (“Settlement Administrator”)
10 to supervise and administer the notice procedure as well as the processing of claims as more fully
11 set forth below:

12 a. No later than January 14, 2022, the Settlement Administrator shall establish
13 a public, case-specific website at the following web address: smallappdeveloperassistance.com.
14 The website shall make available the full version of the Settlement Agreement, the Preliminary
15 Approval Order, and the Claim Form, in both an electronically fillable form and in a format that
16 may be downloaded and/or printed;

17 b. Beginning no later than January 14, 2022, the Settlement Administrator
18 shall provide e-mail notice, substantially in the form annexed as Exhibit C to the Joint Statement,
19 to all Settlement Class Members whose email addresses can be identified with reasonable effort;

20 c. Beginning no later than January 14, 2022, the Settlement Administrator
21 shall cause the Postcard Notice to be mailed via the United States Postal Service first-class mail,
22 postage prepaid, substantially in the form annexed as Exhibit D to the Joint Statement to all
23 Settlement Class Members whose addresses can be identified with reasonable effort.

24 9. The claims period shall commence on January 14, 2022, and shall continue through
25 and including May 20, 2022.

26 10. Class Counsel shall file their motion for attorneys’ fees, costs, and service awards
27 for the class representatives, and all supporting documentation and papers, by February 14, 2022.

1 11. Any person who desires to request exclusion from the Settlement Class must do so
2 by March 21, 2022, and such request for exclusion shall be in the form of a letter mailed or
3 otherwise delivered to the Settlement Administrator stating that the person wants to be excluded
4 from the *Cameron et al. v. Apple Inc.*, Case No. 4:19-cv-03074-YGR (N.D. Cal.) settlement, and
5 the letter must include the person's name and address, and identify all of the person's Apple
6 Developer Accounts. All persons who submit valid and timely requests for exclusion shall have no
7 rights under the Settlement Agreement, shall not share in the distribution of the settlement funds,
8 and shall not be bound by the final judgments relating to Defendant Apple Inc. entered in the
9 litigation.

10 12. Any member of the Settlement Class may enter an appearance in the litigation, at
11 his or her own expense, individually or through counsel of his or her own choice. If the member
12 does not enter an appearance, he or she will be represented by Class Counsel.

13 13. Any member of the Settlement Class may appear and show cause, if he or she has
14 any reason, why the proposed settlement should or should not be approved as fair, reasonable, and
15 adequate; why a judgment should or should not be entered thereon; why the plan of distribution
16 should or should not be approved; why attorneys' fees and expenses should or should not be
17 awarded to Class Counsel; or why the service awards should or should not be awarded to the class
18 representatives. All written objections and supporting papers must (a) clearly identify the case
19 name and number (*Donald R. Cameron, et al. v. Apple Inc.*, Case No. 4:19-cv-03074-YGR), (b) be
20 submitted only to the Court either by mailing them to the Class Action Clerk, United States
21 District Court for the Northern District of California, 1301 Clay St, Oakland, CA 94612, or by
22 filing it in person at any location of the United States District Court for the Northern District of
23 California; and (c) be filed or postmarked on or before March 21, 2022.

24 14. All papers in support of the settlement and responses by Class Counsel regarding
25 objections and exclusions shall be filed and served by April 29, 2022.

26 15. All reasonable expenses incurred in identifying and notifying members of the
27 Settlement Class, as well as administering the Settlement Fund, shall be paid for as set forth in the
28 Settlement Agreement.

1 16. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the
2 negotiations or proceedings connected with it, shall be construed as an admission or concession by
3 plaintiffs or Defendant Apple Inc., respectively, of the truth or falsity of any of the allegations in
4 the Lawsuit, or of any liability, fault or wrongdoing of any kind.

5 17. Any member of the Settlement Class who does not properly and timely request
6 exclusion from the Settlement Class, upon final approval of the Settlement, shall be bound by the
7 terms and provisions of the Settlement so approved, including, but not limited to, the releases,
8 waivers, and covenants set forth in the Settlement Agreement, whether or not such person or entity
9 objected to the Settlement Agreement and whether or not such person or entity makes a claim
10 upon the settlement funds.

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12 IT IS SO ORDERED.

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14 DATED: _____, 2021

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HONORABLE YVONNE GONZALEZ ROGERS
UNITED STATES DISTRICT COURT JUDGE

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