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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

FUMIKO LOPEZ, FUMIKO LOPEZ, as
Guardian of A.L., a Minor, JOHN TROY
PAPPAS, and DAVID YACUBIAN, Individually
and on Behalf of All Others Similarly Situated,

Plaintiffs,

v.

APPLE INC.,

Defendant.

Docket No.: 4:19-cv-04577-JSW (SK)

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Judge: Hon. Jeffrey S. White
Courtroom: 5, 2nd Floor
Date: August 1, 2025
Time: 9:00 a.m.

NOTICE OF MOTION AND MOTION

TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on August 1, 2025, at 9:00 a.m., or as soon thereafter as counsel may be heard by the above-captioned Court, in Courtroom 5 of the United States District Court for the Northern District of California via Zoom videoconference, the Honorable Jeffrey S. White presiding, Plaintiffs Fumiko Rodriguez (formerly known as Fumiko Lopez), individually and as guardian of A.L., John Troy Pappas, and David Yacubian (“Plaintiffs”), through their undersigned counsel and on behalf of the proposed Settlement Class, will and hereby do move this Court, pursuant to Federal Rule of Civil Procedure 23, for entry of an Order: (i) granting final certification of the proposed Settlement Class; (ii) granting final approval of the proposed Settlement with Apple Inc. (“Apple”) and the proposed plan of allocation; (iii) finding that the Court-approved notice plan was implemented and satisfies due process; and (iv) dismissing with prejudice Plaintiffs’ and Settlement Class Members’ claims against Apple.

The Motion is based upon this Notice of Motion and Motion, the Memorandum of Law set forth below, the Joint Declaration in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (“Joint Decl.”) (ECF No. 336-1), including the Settlement Agreement and Release (“Settlement” or “Settlement Agreement” or “SA”) (ECF No. 336-2) and other exhibits attached thereto (ECF Nos. 336-3 to 336-9), the Declaration of Christian Levis in Support of Plaintiffs’ Counsel’s Motion for Attorneys’ Fees and Expenses and Plaintiffs’ Application for Service Awards (“Levis Decl.”) (ECF No. 354-1), the Declaration of Steven Weisbrot Re: Notice and Administration (“Weisbrot Decl.”) and the exhibits attached thereto, the Declaration of Erin Green Comite (“Comite Decl.”), the pleadings and records on file in this Lawsuit, the proposed Final Approval Order and Judgment submitted herewith, and, other such matters and argument as the Court may consider at the hearing of this Motion.

On these grounds, Plaintiffs respectfully request that the Court grant Plaintiffs’ Motion and enter the proposed Final Approval Order and Judgment.

STATEMENT OF ISSUES TO BE DECIDED

1. Whether the Court should grant final certification of the Settlement Class under Federal Rules of Civil Procedure 23(a) and 23(b)(3);

2. Whether the Court should grant final approval of the Settlement and plan of allocation under Federal Rule of Civil Procedure 23(e)(2);

3. Whether the Court-approved notice plan was implemented and satisfies due process; and

4. Whether the Court should enter judgment of dismissal of Plaintiffs' and Settlement Class Members' claims against Apple.

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MEMORANDUM OF LAW

I. INTRODUCTION

Plaintiffs seek final approval of this class settlement with Apple consisting of a \$95,000,000 non-reversionary common fund and additional non-monetary relief targeted at addressing the alleged privacy violations in this Lawsuit.¹ The Settlement, if finally approved, will resolve Plaintiffs' and the Settlement Class's allegations that Siri Device purchasers' and owners' confidential or private communications were obtained by Apple and/or were shared with third parties without their consent as a result of an unintended Siri activation. On February 10, 2025, the Court preliminarily certified the proposed Settlement Class, granted preliminary approval to the proposed Settlement and proposed plan of allocation, and, among other things, ordered Notice to be effectuated. ECF No. 341.

The Settlement was reached after extensive, arm's-length negotiations between experienced counsel, including an all-day, in-person private mediation session and numerous telephonic follow-up settlement negotiation discussions. This litigation was highly contentious and hard-fought, with the Parties briefing Apple's motions to dismiss and multiple discovery disputes, among other issues. Joint Decl. ¶¶13–14, 16, 19. Plaintiffs and Class Counsel also had a thorough understanding of the strengths and weaknesses of the claims at the time the Settlement was negotiated based on their extensive factual investigation, the comprehensive discovery taken, including numerous depositions and review of hundreds of thousands of pages of documents produced by Apple and third parties, and the analysis of experts and consultants to assist with Plaintiffs' anticipated motion for class certification. *Id.* ¶¶15, 17–18.

As demonstrated below, this Settlement is an excellent recovery for the Settlement Class considering the substantial risks at class certification and trial. Based on an informed evaluation of the facts and governing legal principles, and their recognition of the substantial risk and expense of continued litigation, Plaintiffs and Plaintiffs' Counsel respectfully submit that the proposed Settlement and plan of allocation are fair, reasonable, and adequate under Rule 23(e). *Id.* ¶35. Furthermore, the Court-approved notice plan was implemented by the Court-appointed Settlement Administrator and satisfies due process and the Rule 23 requirements by adequately providing notice to the Settlement Class. Accordingly,

¹ Unless otherwise defined herein, capitalized terms have the meanings ascribed to them in the Settlement Agreement. ECF No. 336-2.

Plaintiffs respectfully request that the Court enter an Order: (i) granting final certification of the proposed Settlement Class; (ii) granting final approval of the proposed Settlement with Apple and the proposed plan of allocation; (iii) finding that the Court-approved notice plan was implemented by the Court-appointed Settlement Administrator and satisfies due process by adequately providing notice to the Settlement Class; and (iv) dismissing with prejudice Plaintiffs' and Settlement Class Members' claims against Apple.

II. THE NOTICE PLAN HAS BEEN SUCCESSFULLY IMPLEMENTED²

The Court-approved Settlement Administrator is Angeion Group ("Angeion"). ECF No. 341 ¶6. Since the entry of the Preliminary Approval Order, Angeion successfully implemented the notice plan. First, Angeion received from Apple a data file containing contact information for current or former owners or purchasers of a Siri Device, which, after de-duplication, included approximately 161 million unique records. Weisbrot Decl. ¶¶7–8. Thereafter, Angeion: (i) caused Email Notice to be emailed to more than 143.3 million valid email addresses; (ii) caused Email Reminder Notice to be emailed to more than 61.7 million individuals who did not open their Email Notice and had not yet submitted a Claim Form; (iii) orchestrated a state-of-the-art media notice campaign; (iv) created and managed the Settlement Website; (v) created and managed an email inbox; and (vi) obtained and managed the toll-free number. Thereafter, Angeion: (i) caused Email Notice to be sent to more than 143.3 million valid email addresses; (ii) caused Email Reminder Notice to be emailed to more than 61.7 million individuals who did not open their Email Notice and had not submitted a Claim Form; (iii) orchestrated a state-of-the-art media notice campaign; (iv) created and managed the Settlement Website; (v) created and managed an email inbox; and (vi) obtained and managed the toll-free number. *Id.* ¶¶9–19 & Exs. B–F. The media campaign exceeded expectations, delivering over 14 million digital impressions. *Id.* ¶14. Further, the Settlement has received over 1,350 pieces of online coverage, which in turn resulted in an estimated 157,000 social media engagements, such that an estimated 77.4 million people reviewed coverage about the Settlement. *Id.* ¶16. The Settlement Website provides information to potential members of the Settlement Class about the Lawsuit and Settlement, contains links to important settlement documents, and allows Settlement Class Members to file claims electronically. *Id.* ¶¶17–18. The Settlement Website has received 7,541,554

² The Joint Declaration (ECF No. 336-1) and Levis Declaration (ECF No. 354-1) summarize the Lawsuit's factual background and the key terms of the Settlement. Plaintiffs also incorporate by reference the arguments they made in support of their motion for preliminary approval. ECF No. 336.

1 website visits by 5,060,212 unique users, totaling 13,251,505 pageviews. *Id.* ¶18.

2 Angeion and Class Counsel have undertaken extensive efforts to ensure all individuals who wish
3 to file a claim prior to the deadline are able to do so. To date, Angeion has received and responded to
4 more than 92,000 emails. *Id.* ¶18. The toll-free line, available 24 hours a day, 7 days a week, is dedicated
5 to answering questions from the Settlement Class and has received more than 23,000 calls. *Id.* ¶19. Class
6 Counsel also have answered hundreds of questions by email and phone and worked with Angeion to
7 effectively resolve any issues encountered by Settlement Class Members. *Comite Decl.* ¶4. Through May
8 31, 2025, Angeion has incurred approximately \$875,732.18 in costs to provide notice and administration
9 services for this Settlement, which is 0.92% of the Gross Settlement Amount. *Weisbrot Decl.* ¶24.
10 Angeion estimates there will be approximately \$2,525,000.00 in future administrative costs through the
11 conclusion of this Settlement. *Id.*

12 The Class has responded positively to the Settlement. To date, Angeion has received 339 requests
13 to opt out of the Settlement and only two Settlement Class Members have objected to the Settlement.³ *Id.*
14 ¶¶22–23; ECF Nos. 350–53.⁴ Moreover, as of June 26, 2025, Angeion has received more than 2,191,000
15 Claim Forms, representing a 1.53% claims submission rate, calculated based on the number of individuals
16 sent an Email Notice. *Weisbrot Decl.* ¶20. This is consistent with claims rates in comparable data privacy
17 settlements, which range between 0.4% and 13% (*Joint Decl.*, Ex. 2) as well as those in the FTC’s 2019
18 study of consumer class actions.⁵ *See also Weisbrot Decl.* ¶20. The deadline to file claims is July 2, 2025.

19 Notably, the number of people who were sent Email Notice is materially greater than the number
20 of Settlement Class Members; consequently, the actual claims rate is higher. Those sent Email Notice
21 includes people who did not enable the Siri function or experience an unintended Siri activation, or if they
22 did experience an unintended Siri activation, it did not occur during a conversation intended to be
23 confidential or private, and thus, are not eligible to participate in the Settlement. *Comite Decl.* ¶3. Public
24
25

26 ³ The deadline for objecting to the Settlement is July 2, 2025. Thus, Plaintiffs will respond to
these objections in their response brief due July 25, 2025.

27 ⁴ Three of the filed objections were submitted by the same person. ECF Nos. 351–53.

28 ⁵ *See* FEDERAL TRADE COMMISSION, CONSUMERS AND CLASS ACTIONS: A RETROSPECTIVE AND
ANALYSIS OF SETTLEMENT CAMPAIGNS (Sept. 2019),
https://www.ftc.gov/system/files/documents/reports/consumers-class-actions-retrospective-analysis-settlement-campaigns/class_action_fairness_report_0.pdf.

reports indicate that 85.2 million people in the United States use Siri.⁶ *Id.* Thus, using this as a conservative estimate for the Settlement Class size, the actual claims rate is approximately 2.57%. *Id.*

III. ARGUMENT

A. Legal Standard for Final Approval

Final approval is a multi-step inquiry: first, the Court must certify the proposed settlement class; second, it must determine that the settlement proposal is “fair, reasonable, and adequate;” and third, it must assess whether notice has been provided in a manner consistent with Rule 23 and due process. *See* Fed. R. Civ. P. 23(e)(2); *Adoma v. Univ. of Phx. Inc.*, 913 F. Supp. 2d 964, 972 (E.D. Cal. 2012). Further, “class settlements reached prior to formal class certification require a ‘heightened fairness inquiry.’” *Barrett v. Apple Inc.*, 2024 WL 5339480, at *3 (N.D. Cal. Dec. 19, 2024) (quoting *Roes, 1-2 v. SFBSC Mgmt., LLC*, 944 F.3d 1035, 1049 (9th Cir. 2019)). “When reviewing such a pre-certification settlement, the district court must . . . look for and scrutinize any subtle signs that class counsel have allowed pursuit of their own self-interests . . . to infect the negotiations.” *Id.* (citation modified). These procedures safeguard class members’ due process rights and enable the Court to fulfill its role as the guardian of class interests. The Settlement satisfies each of these requirements.

B. The Court Should Certify the Settlement Class

On February 10, 2025, the Court preliminarily certified the Settlement Class for the purpose of Settlement only pursuant to Rules 23(a) and (b)(3). ECF No. 341 ¶3. Nothing has occurred that would change the Court’s preliminary determination. First, pursuant to Rule 23(a)(1), there can be no doubt that numerosity is satisfied as there are millions of Settlement Class Members. *See* §II, *supra*. Pursuant to Rule 23(a)(2), there are common questions, including, *inter alia*: (a) whether Apple made uniform representations, promising that Siri will only record users when they intentionally use Siri, and breached those promises; (b) whether Siri Devices intercept or record individuals’ private conversations absent uttering a “trigger word”; (c) whether this practice violated state and federal privacy laws; and (d) whether Plaintiffs and Settlement Class Members sustained damages as a result of Apple’s conduct, and if so, what is the appropriate measure of damages or restitution. ECF No. 70 (Second Amended Class Action

⁶ Albert Mosby, 62 *Voice Search Statistics 2025 (Number of Users & Trends)*, YAGUARA.CO: HOW MANY PEOPLE USE SIRI? (May 21, 2025), <https://www.yaguara.co/voice-search-statistics/#:~:text=4.,a%20voice%20assistant%20every%20week>.

Complaint (“SAC”)) ¶87. Plaintiffs’ claims also are typical of the claims of the Settlement Class under Rule 23(a)(3) as they “all arise from the same nucleus of facts,” *Barrett*, 2024 WL 5339480, at *3—that is, Apple’s alleged recording of individuals’ private communications without their consent as the result of an unintended Siri activation, where Plaintiffs, like Settlement Class Members, agreed to Apple’s uniform terms of service and privacy policies. SAC ¶88. Under Rule 23(a)(4), neither Plaintiffs nor Class Counsel have any conflicts of interest with any Settlement Class Members, and both have demonstrated their commitment to prosecute the action vigorously on behalf of the Class. *See* Declaration of Fumiko Rodriguez, ECF No. 354-5 ¶4; Declaration of John Troy Pappas, ECF No. 354-6 ¶4; Declaration of David Yacubian, ECF No. 354-7 ¶4; Joint Decl. ¶¶12–25, 34–36; Levis Decl. ¶¶8–39. *See, e.g., Barrett*, 2024 WL 5339480, at *3 (finding Rule 23(a) factors satisfied and stating “in the absence of any facts to the contrary, there is also no indication that Plaintiffs’ interests would conflict with that of the Settlement Class such that representation would be inadequate”).

The predominance and superiority requirements under Rule 23(b)(3) are also satisfied. Predominance is met if the proposed classes are “sufficiently cohesive to warrant adjudication by representation.” *Ruiz Torres v. Mercer Canyons Inc.*, 835 F.3d 1125, 1134 (9th Cir. 2016) (citation modified). The Settlement Class is cohesive: all members of the Settlement Class purchased or owned Siri-enabled devices, and their claims turn on the same set of facts, i.e., Apple’s alleged unauthorized recording during unintended Siri activation. SAC ¶¶69–73. Thus, common questions of law and fact predominate across the Settlement Class. Furthermore, the superiority factors considered under Rule 23(b)(3) weigh in favor of certifying the Settlement Class. *See* Fed. R. Civ. P. 23(b)(3)(A)–(D). Managing these disputes in a single class action before a single judge is preferable and more manageable than millions of users bringing individual actions. The filing fees and litigation costs of such individual actions alone would likely exceed the value of any potential recovery, leaving no incentive for an individual to seek relief and, consequently, no adequate remedy achievable by an individual Settlement Class Member. Thus, the Settlement Class satisfies the requirements of Rules 23(a) and (b)(3), and final certification should be granted. *See, e.g., Barrett*, 2024 WL 5339480, at *3 (certifying a Rule 23(b)(3) settlement class); *In re Apple Inc. Device Performance Litig.*, 2023 WL 2090981, at *6 (N.D. Cal. Feb. 17, 2023) (same); *In re Apple In-App Purchase Litig.*, 2013 WL 1856713, at *4 (N.D. Cal. May 2, 2013) (same).

1 C. The Court Should Grant Final Approval of the Settlement

2 Rule 23(e) permits a court to approve a settlement that will bind a class “only on finding that it is
3 fair, reasonable, and adequate after considering” a number of factors. Fed. R. Civ. P. 23(e)(2); *see also*
4 *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998). The court “may consider some or all” of
5 the following factors:

6 (1) the strength of plaintiffs’ case; (2) the risk, expense, complexity, and likely duration of
7 further litigation; (3) the risk of maintaining class action status throughout the trial; (4) the
8 amount offered in settlement; (5) the extent of discovery completed, and the stage of the
9 proceedings; (6) the experience and views of counsel; (7) the presence of a governmental
10 participant; and (8) the reaction of the class members to the proposed settlement.

11 *Rodriguez v. West Publ’g Corp.*, 563 F.3d 948, 963 (9th Cir. 2009);⁷ *see also Hanlon*, 150 F.3d at 1026.
12 “The relative degree of importance to be attached to any particular factor” is case specific. *Officers for*
13 *Just. v. Civ. Serv. Comm’n of City & Cnty. of S.F.*, 688 F.2d 615, 625 (9th Cir. 1982). Further, courts
14 must consider whether:

15 (A) the class representatives and class counsel have adequately represented the class; (B)
16 the proposal was negotiated at arm’s length; (C) the relief provided for the class is adequate,
17 taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness
18 of any proposed method of distributing relief to the class, including the method of
19 processing class-member claims; (iii) the terms of any proposed award of attorney’s fees,
20 including timing of payment; and (iv) any agreement required to be identified under Rule
21 23(e)(3); and (D) the proposal treats class members equitably relative to each other.

22 Fed. R. Civ. P. 23(e)(2).

23 This Court previously made a preliminary determination that the Settlement is “approved as fair,
24 reasonable, and adequate.” ECF No. 341 ¶2. There is no reason for the Court to depart from its
25 preliminary conclusion.

26 1. The *Rodriguez* Factors Support Final Approval of the Settlement

27 a. The Strength of Plaintiffs’ Case and Risks Support Final Approval 28 (*Rodriguez* Factors 1–3)

The claims asserted in this case were extremely risky. Plaintiffs have always believed in the
strength of their case and that Apple would be held liable on the merits if the case proceeded to trial.
However, there were significant risks in prosecuting this case, including the risk of obtaining class
certification and maintaining that class action status through trial, that ultimately could have led to no

⁷ For convenience, these factors are referred to herein as the “*Rodriguez* Factors.”

recovery for the Class. Joint Decl. ¶¶35–45; Levis Decl. ¶¶11–15. For instance, in an analogous case in this District based on Google’s voice assistant technology, the court denied class certification of statutory privacy claims and wiretapping claims, which carry statutory damages. *See In re Google Assistant Priv. Litig.*, No. 19-CV-04286-BLF, ECF No. 414 (N.D. Cal.) (public redacted order denying certification to claims under the Wiretap Act, 18 U.S.C. §2510 *et seq.*, Stored Communications Act (“SCA”), 18 U.S.C. §2702 *et seq.*, and California Invasion of Privacy Act (“CIPA”), Cal. Penal Code §632, as well as to claims for intrusion upon seclusion and invasion of privacy under the California Constitution). This is consistent with the inherent risk associated with data privacy law, which is continually developing to account for new technologies, facts, and circumstances. *See Dexter’s LLC v. Gruma Corp.*, 2023 WL 8790268, at *5 (S.D. Cal. Dec. 19, 2023) (finding risk of continued litigation favors approval of settlement given “the evolving legal landscape” of the law at issue in the case); *Torres v. Pet Extreme*, 2015 WL 224752, at *6 (E.D. Cal. Jan. 15, 2015) (finding that the “risk that an opinion could issue changing the legal landscape in this relatively new area of [law]” favors approval of settlement), *adopted* 2015 WL 13653878 (Feb. 24, 2015). Apple’s incentive to litigate this case aggressively, in light of defendants’ success at class certification in cases with similar claims, compounds the risk to Plaintiffs and Class Members, weighing in favor of settlement. *See Larsen v. Trader Joe’s Co.*, 2014 WL 3404531, at *4 (N.D. Cal. July 11, 2014).

b. Extensive Discovery, the Stage of Proceedings, and the Class Counsel’s Views Support Final Approval (Rodriguez Factors 5–6)

Courts also consider whether class counsel had sufficient information to make an “informed decision” about the merits of the case and counsel’s views on the settlement. *See In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000). Discovery has been extensive, involving significant document production, depositions, and motion practice. Joint Decl. ¶¶15–20; Levis Decl. ¶¶16–26. Thus, Plaintiffs and Plaintiffs’ Counsel were fully informed about the relevant facts when negotiating and entering into the proposed Settlement, supporting their view that the Settlement is fair, reasonable, and adequate. Joint Decl. ¶¶36–43. *See, e.g., In re MacBook Keyboard Litig.*, 2023 WL 3688452, at *9 (N.D. Cal. May 25, 2023) (four years of extensive discovery and litigation supported final approval); *Apple Inc. Device Performance Litig.*, 2023 WL 2090981, at *7 (extensive discovery, including party and non-party depositions and multi-million page document production, supported final approval). Class Counsel also

1 had the added experience of litigating the *Google Assistant* case through class certification, and were well
 2 informed of the legal risks and current case law on these exact types of claims in this District. *Google*
 3 *Assistant*, No. 19-CV-04286-BLF, ECF No. 414 (N.D. Cal.).

4 **c. The Amount Offered in the Settlement Supports Final Approval**
 5 **(Rodriguez Factor 4)**

6 The determination of “the fairness, adequacy, and reasonableness of the amount offered in
 7 settlement is not a matter of applying a particular formula.” *Knapp v. Art.com, Inc.*, 283 F. Supp. 3d 823,
 8 832 (N.D. Cal. 2017) (citation modified). In assessing the consideration available to Settlement Class
 9 Members in a proposed Settlement, “it is the complete package taken as a whole, rather than the individual
 10 component parts, that must be examined for overall fairness.” *Nat’l Rural Telecomms. Coop. v.*
 11 *DIRECTV, Inc.*, 221 F.R.D. 523, 527 (C.D. Cal. 2004) (citation modified). “[I]t is well-settled law that a
 12 proposed settlement may be acceptable even though it amounts to only a fraction of the potential recovery
 13 that might be available to the class members at trial.” *Id.*

14 While Plaintiffs believe they would succeed at class certification and trial, Apple disputes any
 15 liability or that there are any recoverable damages, and would vigorously defend itself at class certification
 16 and trial. If Plaintiffs were successful at class certification and trial, it would be unreasonable to assume
 17 a complete success on all claims, and thus a recovery of the maximum amount of statutory damages
 18 available under Plaintiffs’ wiretapping claims would be highly unlikely, given that other similar cases
 19 have failed in that regard. *See Google Assistant*, No. 19-CV-04286-BLF, ECF No. 414 (N.D. Cal.).
 20 Accordingly, Class Counsel estimated the risk adjusted value of the Settlement to reflect approximately
 21 10% of recoverable damages. Joint Decl. ¶44. In addition, Apple has agreed to non-monetary relief that
 22 benefits the entire class. SA §B.14. Courts find similar recoveries to be within the range of reasonableness
 23 and support final approval. *See In re Facebook, Inc. Internet Tracking Litig.*, 2024 WL 700985, at *1 (9th
 24 Cir. Feb. 21, 2024) (district court did not abuse its discretion in determining that \$90 million settlement,
 25 plus classwide injunctive relief, in data privacy case on behalf of approximately 100 million individuals
 26 was fair and reasonable where class counsel estimated maximum recoverable damages were \$900
 27 million); *Rodriguez*, 563 F.3d at 965 (concluding that ten percent of the class’s estimated damages was a
 28 fair and reasonable settlement award); *Dixon v. Cushman & Wakefield W., Inc.*, 2022 WL 1189883, at *7
 (N.D. Cal. Apr. 21, 2022) (finding settlement fund that was an estimated 8% of the total maximum

recovery fair in relation to the risks of continued litigation); *see also Katz-Lacabe v. Oracle Am., Inc.*, No. 3:22-cv-04792, ECF No. 132 at 6, 15 (N.D. Cal.) (resolving data privacy class action involving statutory claims and over 220 million class members for \$115 million) and *id.*, ECF No. 180 (granting final approval); *In re TikTok, Inc., Consumer Priv. Litig.*, 617 F. Supp. 3d 904, 937-38 (N.D. Ill. 2022) (granting final approval to data privacy class action involving statutory claims and over 80 million class members for \$92 million); ECF No. 336-3, Joint Decl., Ex. 2 (chart detailing additional settlements in comparable cases).

d. Class Members’ Positive Reaction, the Small Number of Opt-Outs and Objections, and Lack of a Governmental Objector Favor Final Approval (Rodriguez Factors 7–8)

The Court also should consider the reaction of class members to the proposed settlement when determining the Settlement’s fairness. *Churchill Vill., LLC v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004). “It is established that the absence of a large number of objections to a proposed class action settlement raises a strong presumption that the terms of a proposed [class action settlement] are favorable to the class members.” *DIRECTV*, 221 F.R.D. at 529 (collecting cases). In addition to the intentionally overbroad notice program reaching a large number of members of the Settlement Class, the Settlement received over 1,350 pieces of online coverage, which in turn resulted in an estimated 157,000 social media engagements and an estimated 77.4 viewers of that coverage. Weisbrot Decl. ¶16 & Ex. F. Yet, *only* 2 unique objections to the Settlement have been filed thus far and *only* 339 requests for exclusion have been received by Angeion. *Id.* ¶¶22–23; ECF Nos. 350–53. While Plaintiffs will respond to any objections separately, the overall low number of objections relative to the overall size of the Settlement Class reflects a positive reaction overall.

Email Notice was sent to approximately 143.3 million individuals who are current or former purchasers or owners of Siri Devices. Weisbrot Decl. ¶¶7, 9–10. As of June 26, 2025, Angeion has received more than 2,191,000 Claim Forms. *Id.* ¶20. Based on the total number of individuals who were sent Email Notice, this represents a 1.53% claims submission rate. *Id.* However, as noted above, the notice population is overinclusive (*see* §II, *supra*), and accordingly, the actual claims rate is higher. Class Counsel believe a conservative estimate of the true class size is closer to 85.2 million, resulting in a 2.57% claims submission rate. Comite Decl. ¶3. Even this estimated class size is overinclusive, as it would

include Siri Device owners and purchasers who did not experience an unintended Siri activation during a conversation intended to be confidential or private, as is required to submit a claim under the Settlement. *Id.* This places the claims rate in this case in line with other large class actions where “the average claims rate for class sizes over 2.7 million is about 1.4%.” *TikTok*, 617 F. Supp. 3d at 929; *see also In re Facebook Internet Tracking Litig.*, 2022 WL 16902426, at *8 (N.D. Cal. Nov. 10, 2022), *aff’d sub nom. Facebook, Inc. Internet Tracking Litig.*, 2024 WL 700985 (claims rate “approaching 2%” “is a satisfactory claims rate for class sizes in the millions” (citation modified)). *See also* Weisbrot Decl. ¶20.

Courts view similar responses by settlement classes as support for approving settlements, even where the claims rate is lower than the 1.53%–2.57% range evidenced in this Settlement. *See, e.g., TikTok*, 617 F. Supp. 3d at 937–38 (approving settlement with 1.2 million claims (reflecting a 1.4% claims rate), four objections, and approximately 4,000 opt outs);⁸ *Schneider v. Chipotle Mexican Grill, Inc.*, 336 F.R.D. 588, 599 (N.D. Cal. 2020) (approving settlement with 0.83% claims rate where only one class member sought to be excluded and the only objection was solely concerned with attorney’s fees); *In re Carrier IQ, Inc., Consumer Priv. Litig.*, 2016 WL 4474366, at *4 (N.D. Cal. Aug. 25, 2016) (approving settlement with 0.14% claims rate where the “number of objections and opt-outs is small”); *In re Yahoo! Inc. Customer Data Sec. Breach Litig.*, 2020 WL 4212811, at *20 (N.D. Cal. July 22, 2020), *aff’d*, 2022 WL 2304236 (9th Cir. June 27, 2022) (0.6% claims rate).

Finally, the fact that no governmental entity has objected to the Settlement further supports final approval. *See, e.g., Dixon*, 2022 WL 1189883, at *8.

2. The Rule 23(e)(2) Factors Have Been Satisfied

a. Rules 23(e)(2)(A)–(B)

The Settlement is procedurally fair under Rule 23(e)(2)(A) and (B). As discussed above, Plaintiffs’ interests here are aligned with other Settlement Class Members’ interests, they have vigorously prosecuted this case, and they are represented by counsel with extensive experience who have more than adequately met the obligations and responsibilities of Class Counsel. *See* §III.C.1.b, *supra*. Further, the Settlement is the result of extensive negotiations, assisted by a skilled mediator. Joint Decl. ¶¶21–24;

⁸ *See In re TikTok, Inc. Consumer Privacy Litig.*, No. 1:20-cv-04699, ECF No. 195 at 22 (N.D. Ill.) (stating 1.4% claims rate).

Levis Decl. ¶5. The Parties engaged in mediation beginning in October 2024, after more than five years of hard-fought litigation. Joint Decl. ¶¶22–24; Levis Decl. ¶¶5, 38–39. The mediation included one in-person session in October 2024 and multiple follow-up discussions over several months, through which the Parties reached an agreement to settle. *Id.* The fact that the Settlement is based on extensive negotiation overseen by an experienced mediator, who analyzed the strengths and weaknesses of the Parties’ positions, strongly supports Plaintiffs’ Counsel’s judgment that the proposed Settlement is fair, reasonable, and adequate. *See Perks v. Activehours, Inc.*, 2021 WL 1146038, at *5 (N.D. Cal. Mar. 25, 2021) (approving settlement achieved following “arm’s-length negotiations . . . supervised by [an experienced neutral]” and involving experienced class counsel that had performed sufficient investigation “to make an informed decision about the Settlement and about the legal and factual risks of the case”).

b. Rule 23(e)(2)(C)

The relief is also substantively adequate under Rule 23(e)(2)(C). The factor considered under Rule 23(e)(2)(C)(i) overlaps with Rodriguez Factors 2–4 discussed above (e.g., “the risk, expense, complexity, and likely duration of further litigation,” “the risk of maintaining class action status throughout the trial,” and “the amount offered in settlement.”). *See* §III.C.1.a, c, *supra*.

Regarding “the effectiveness of any proposed method of distributing relief to the class,” Fed. R. Civ. P. 23(C)(ii), “[a] claims processing method should deter or defeat unjustified claims, but the court should be alert to whether the claims process is unduly demanding.” *Alvarez v. Sirius XM Radio Inc.*, 2020 WL 7314793, at *6 (C.D. Cal. July 15, 2020). Under the terms of the plan of allocation in the proposed Settlement, Settlement Class Members who make valid claims will receive a *pro rata* payment based on the number of Siri Devices claimed, up to \$20 per device with a cap of 5 devices. SA §B.7. The claims process requires minimal effort, i.e., “logging on to the Settlement Website and submitting a [c]laim there, or a Settlement Class Member may print the Claim [F]orm from that website and mail a filled-in hard-copy to the Settlement Administrator if they prefer.” *Alvarez*, 2020 WL 7314793, at *6; *see also* Weisbrot Decl. ¶18. Individuals who received Email Notice need only to complete the claim form and provide the claimant identification number and the confirmation code provided to them by Angeion to validate their claims; other claimants who did not receive Email Notice need to provide the model number and serial number of their Siri Devices, or documentation supporting their proof of purchase or

ownership. See ECF No. 336 SA Ex. A–B. The Court should thus find that “this process is not unduly demanding, and that the proposed method of distributing relief to the Class is effective.” *Alvarez*, 2020 WL 7314793, at *6.

Regarding the “terms of any proposed award of attorney’s fees, including timing of payment,” Fed. R. Civ. P. 23(c)(iii), Plaintiffs’ Counsel seek an award of attorneys’ fees of 30% of the Settlement Fund. ECF No. 354. Plaintiffs’ Counsel have provided detailed information in support of their application in their motion for attorneys’ fees and expenses (ECF No. 354) and attorney declarations. ECF Nos. 354-1 to 354-4. Based on the lodestar figures provided, if the Court awarded the 30% fee request, the fee award would reflect a lodestar multiplier of 1.62 (Levis Decl. ¶42), well within the range commonly awarded in class action cases. See generally *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050–52 & n.6 (9th Cir. 2002) (affirming 3.65 multiplier on appeal and finding that multipliers commonly range from 1.0 to 4.0). The requested fee is also fair in light of this extraordinary recovery and the significant time Plaintiffs’ Counsel have devoted to this case on a contingency-fee basis, with the threat of no recovery at all, absent successful resolution. Further, it is consistent with market rates, as reflected by awards made in similar cases in this District and others. See, e.g., *TikTok*, 617 F. Supp. 3d at 942 (awarding 33% of \$92 million settlement after three years of litigation, recognizing that “[t]he need to provide financial incentives for zealous and effective representation of consumers in legally and technologically complex data privacy cases such as this[.]”); *In re Lidoderm Antitrust Litig.*, 2018 WL 4620695, at *1 (N.D. Cal. Sept. 20, 2018) (awarding one-third of \$104.75 million settlement); *Grey Fox, LLC v. Plains All-Am. Pipeline, L.P.*, 2024 WL 4267431, at *3 (C.D. Cal. Sept. 17, 2024) (awarding 33% of the \$70 million settlement as attorney fees); *Waldbuesser v. Northrop Grumman Corp.*, 2017 WL 9614818, at *3 (C.D. Cal. Oct. 24, 2017) (explaining “[s]everal courts have awarded attorney fees of one-third of a common fund” when counsel has “expended significant effort . . . in prosecuting the action”).

As to “any agreement required to be identified by Rule 23(e)(3),” Fed. R. Civ. P. 23(e)(2)(C)(iv), the Parties agreed that Apple has a right to terminate the agreement if the number of opt outs from the Settlement reaches a certain threshold. SA §E.5. Such a termination provision is common in class settlements and does not affect the fairness, reasonableness, or adequacy of the Settlement. See *Mandalevy v. BofI Holding, Inc.*, 2022 WL 4474263, at *9 (S.D. Cal. Sept. 26, 2022) (recognizing “blow-up”

provisions are “common and guard against the possibility that a sufficient number of class members opt out . . . such that the [d]efendant’s potential future liability is not reduced in a way that renders the settlement worthwhile”). Plaintiffs provided this agreement to the Court for *in camera* review. *See Smith v. Apple, Inc.*, 2024 WL 4584576, at *5 (N.D. Cal. Oct. 25, 2024) (conducting *in camera* review of similar opt-out agreement and finding it “reasonable”).

c. Rule 23(e)(2)(D)

“The final Rule 23(e)(2) factor is whether ‘the proposal treats class members equitably relative to each other.’” *Perks*, 2021 WL 1146038, at *6 (citing Fed. R. Civ. P. 23(e)(2)(D)). There is no preferential treatment here because any Settlement Class Member may make a claim for up to \$20 per device, with a cap of 5 devices, subject to a *pro rata* decrease based on the number of devices claimed. SA §B.7. Courts in this District have found that allocating settlement benefits among class members in this manner is equitable. *See In re Extreme Networks, Inc. Sec. Litig.*, 2019 WL 3290770, at *8 (N.D. Cal. July 22, 2019) (finding *pro rata* distribution equitable); *In re Facebook Biometric Info. Priv. Litig.*, 522 F. Supp. 3d 617, 629 (N.D. Cal. 2021), *aff’d*, No. 21-15553, 2022 WL 822923 (9th Cir. Mar. 17, 2022) (granting final approval and finding that *pro rata* distribution does not “treat any class member differently from any other” and this factor weighs in favor of final approval).⁹ Finally, any undistributed funds will be used to pay any unanticipated additional costs of settlement administration and then distributed to one or more *cy pres* recipients agreed upon by the Parties and approved by the Court. SA §B.12. Thus, this factor weighs in favor of granting approval.

3. With No Signs of Collusion, the Settlement Satisfies the Pre-Certification Heightened Scrutiny Requirement

Separately, there are no “subtle signs” of collusion that would weigh against final approval, as there is no clear sailing arrangement or reversion of funds, and the requested fee is not disproportionate to the total settlement. *See Roes*, 1-2, 944 F.3d at 1049 (finding the district court erred in approving a settlement with a “clear sailing agreement,” “disproportionate cash distribution of attorneys’ fees,” and “reversionary clauses that would return unclaimed funds to the defendants”). This too supports approval of the Settlement.

⁹ The service awards requested for Plaintiffs are reasonable and therefore do not constitute inequitable treatment of class members. *See Katz-Lacabe v. Oracle Am., Inc.*, 2024 WL 4804974, at *6 (N.D. Cal. Nov. 15, 2024) (finding the requested service awards of \$10,000 each to class representatives is reasonable); *Granados, v. Hyatt Corp.*, 2024 WL 3941828, at *10 (S.D. Cal. Aug. 26, 2024) (same).

D. The Court-Approved Notice Plan Satisfies Due Process and the Rule 23 Requirements

Under Rule 23(e), the Court “must direct notice in a reasonable manner to all class members who would be bound by the proposal.” Fed. R. Civ. P. 23(e)(1). Rule 23(c)(2)(B) requires “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). It does not require actual notice to each and every class member. *Briseno v. ConAgra Foods, Inc.*, 844 F.3d 1121, 1128 (9th Cir. 2017) (“neither Rule 23 nor the Due Process Clause requires actual notice to each individual class member”). The notice must “clearly and concisely state in plain, easily understood language” the nature of the action, the class definition, and the class members’ right to exclude themselves from the class. *Id.*; *Lane v. Facebook, Inc.*, 696 F.3d 811, 826 (9th Cir. 2012) (notice must describe “the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard”). The notice plan must also comply with due process requirements. *Rodriguez*, 563 F.3d at 963.

The Class Notice makes all the information required under Rule 23 and due process available to the Settlement Class, as previously found by the Court at preliminary approval. ECF No. 341 ¶8. The notice plan provided for direct notice via email that was successfully delivered to over 138.5 million individuals on the Notice List. Weisbrot Decl. ¶¶8–12, 25. The notice plan also featured state-of-the-art digital and social media notice that delivered over 14 million digital impressions, and the implementation of a dedicated Settlement Website and toll-free telephone support. *Id.* ¶¶14–19, 25. Given the extensive nature of the Notice Plan, its reach—consistent with other effective court-approved notice programs—meets the 70%–95% reach standard set forth in the Federal Judicial Center’s *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide*, and the notice plan comports with the guidance for effective notice articulated in the *Manual for Complex Litigation, Fourth* and the FJC Checklist, which consider 70% reach among class members to be a “high percentage” and reasonable. See also Weisbrot Decl. ¶25.

Several courts have approved similar notice plans, recognizing that email is a reliable means of notification for class members, where, as here, many (if not all) Settlement Class Members would have provided an email address when registering to use a Siri Device. See *In re Classmates.com Consol. Litig.*, 2010 WL 11684544, at *3 (W.D. Wash. Apr. 19, 2010) (finding email notice “an excellent option here”

where “every class member provided an e-mail address to [the defendant] in the process of registering as a user”); *Opperman v. Kong Techs., Inc.*, 2017 WL 11676126, at *5 (N.D. Cal. July 6, 2017) (approving notice plan which will provide “email notice to every user who downloaded and registered for the app during the relevant time period”); *Shahar v. Hotwire, Inc.*, 2014 WL 12647737, at *2 (N.D. Cal. July 25, 2014) (recognizing “direct e-mail notice” plan was “the best notice practicable under the circumstances”); *Stewart v. Apple Inc.*, 2022 WL 3013122, at *5 (N.D. Cal. Feb. 17, 2022) (same).

E. The Parties Will Identify Appropriate *Cy Pres* Recipients

After completion of the claims administration process, the Parties will determine the amount of unclaimed funds, if any, meet and confer on the appropriate *cy pres* recipient(s), and submit a motion to the Court for approval of the recipient(s) consistent with the standard set forth by the Ninth Circuit in *Lane*, 696 F.3d at 821–22 and applied in *In re Google Location Hist. Litig.*, 2024 WL 1975462, at *7 (N.D. Cal. May 3, 2024). Based on the current number of claims, Class Counsel anticipate there will not be any *cy pres* as the number of claimants indicates the Net Settlement Amount is likely to be fully distributed. *Comite Decl.* ¶5. Courts have approved settlement terms and allocation plans even if a significant portion of the parties’ settlement could go to *cy pres* recipients, which is unlikely to be the case here. *See Smith v. Keurig Green Mountain, Inc.*, 2023 WL 2250264, at *2 (N.D. Cal. Feb. 27, 2023) (approving \$10 million non-reversionary class action settlement awarding funds unclaimed by class members to *cy pres* recipients where only \$3.5 million would be distributed to class members); *In re LivingSocial Mktg. & Sales Prac. Litig.*, 298 F.R.D. 1, 14 (D.D.C. 2013) (approving settlement distributing \$2.5 million to *cy pres* recipients and \$1.9 million to class members).

IV. CONCLUSION

Plaintiffs respectfully submit that the Court should grant Plaintiffs’ Motion and enter the proposed Order: (i) granting final certification of the proposed Settlement Class; (ii) granting final approval of the proposed Settlement with Apple and the proposed plan of allocation; (iii) finding that the Court-approved notice plan has been implemented and satisfies due process; and (iv) dismissing with prejudice Plaintiffs’ and Settlement Class Members’ claims against Apple.

Dated: June 27, 2025

Respectfully submitted,

/s/ Erin Green Comite
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CERTIFICATE OF SERVICE

I, Erin Green Comite, certify that on June 27, 2025, the foregoing document entitled Plaintiffs' Motion for Final Approval of Class Action Settlement was filed electronically in the Court's ECF; thereby upon completion the ECF system automatically generated a "Notice of Electronic Filing" as service through CM/ECF to registered e-mail addresses of parties of record in this case.

/s/ Erin Green Comite
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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

FUMIKO LOPEZ, FUMIKO LOPEZ, as Guardian
of A.L., a Minor, JOHN TROY PAPPAS, and
DAVID YACUBIAN, Individually and on Behalf
of All Others Similarly Situated,

Plaintiffs,

v.

APPLE INC.,

Defendant.

Docket No.: 4:19-cv-04577- JSW (SK)

**DECLARATION OF ERIN GREEN
COMITE IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 I, Erin Green Comite, declare under penalty of perjury pursuant to 28 U.S.C. §1746 as
2 follows:

3 1. I am an attorney duly licensed to practice before the courts of Connecticut and am
4 admitted *pro hac vice* before this Court. I am a partner of Scott+Scott Attorneys at Law LLP
5 (“Scott+Scott”) and counsel of record for Plaintiffs Fumiko Rodriguez (formerly known as Fumiko
6 Lopez) (individually and as guardian of Plaintiff A.L.), John Troy Pappas, and David Yacubian
7 (collectively, “Plaintiffs”). I submit this declaration in support of Plaintiffs’ Motion for Final
8 Approval of Class Action Settlement. I have personal knowledge of the matters stated herein and,
9 if called upon, I could and would competently testify thereto.

10 2. At all times relevant hereto, I served as one of Plaintiffs’ Counsel for Plaintiffs and
11 the proposed Settlement Class for purposes of the Settlement in the above-captioned action (the
12 “Lawsuit”). I have been appointed as one of the Class Counsel for the Settlement Class in this
13 Lawsuit. ECF No. 341, ¶5. Unless otherwise defined, capitalized terms herein have the same
14 meaning as in the Settlement Agreement between Plaintiffs and Apple, Inc. (“Apple”). See ECF
15 No. 336-2.

16 3. The Settlement Administrator Angeion Group caused notice to be disseminated via
17 email (“Email Notice”) to more than 143.3 million individuals who were current or former owners
18 or purchasers of Siri Devices and had a valid email address. See Declaration of Steven Weisbrot
19 Re: Notice and Administration ¶¶7, 10 (filed concurrently herewith). Notably, the number of
20 people who were sent Email Notice is materially greater than the number of Settlement Class
21 Members; consequently, the actual claims rate is higher. Those sent Email Notice includes people
22 who did not enable the Siri function or experience an unintended Siri activation, or if they did
23 experience an unintended Siri activation, it did not occur during a conversation intended to be
24 confidential or private, and thus, are not eligible to participate in the Settlement. Public reports
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26
27
28

1 indicate that 85.2 million people in the United States use Siri.¹ Thus, using this as a conservative
2 estimate for the Settlement Class size, the actual claims rate is approximately 2.57%, given that
3 Angeion has received more than 2,191,000 Claim Forms. Weisbrot Decl. ¶20. Even this estimated
4 Settlement Class size is overinclusive, as it would include Siri Device owners and purchasers who
5 did not experience an unintended Siri activation during a conversation intended to be confidential
6 or private, as is required to submit a claim under the Settlement.

7 4. Class Counsel have answered hundreds of questions by email and phone and
8 worked with Angeion to effectively resolve any issues encountered by members of the Settlement
9 Class.

10 5. Based on the current number of claims submissions, Class Counsel anticipate there
11 will not be any *cy pres* as the number of claimants indicates the Net Settlement Amount is likely
12 to be fully distributed.

13 I declare, under penalty of perjury, that the foregoing is true and correct. Executed on June
14 27, 2025, in Colchester, Connecticut.

15 /s/ Erin Green Comite
16 Erin Green Comite
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18
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23
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25

26 ¹ Albert Mosby, 62 *Voice Search Statistics 2025 (Number of Users & Trends)*,
27 YAGUARA.CO: HOW MANY PEOPLE USE SIRI? (May 21,2025), [https://www.yaguara.co/voice-
28 search-statistics/#:~:text=4.,a%20voice%20assistant%20every%20week](https://www.yaguara.co/voice-search-statistics/#:~:text=4.,a%20voice%20assistant%20every%20week).

CERTIFICATE OF SERVICE

I, Erin Green Comite, certify that on June 27, 2025, the foregoing document entitled DECLARATION OF ERIN GREEN COMITE IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT was filed electronically in the Court's ECF; thereby upon completion the ECF system automatically generated a "Notice of Electronic Filing" as service through CM/ECF to registered e-mail addresses of parties of record in this case.

/s/ Erin Green Comite
Erin Green Comite

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

FUMIKO LOPEZ, FUMIKO LOPEZ, as
guardian of A.L., a minor, JOHN TROY
PAPPAS, and DAVID YACUBIAN,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

APPLE INC.,

Defendant.

Case No. 4:19-cv-04577-JSW-SK

**DECLARATION OF STEVEN WEISBROT
RE: NOTICE AND ADMINISTRATION**

I, **STEVEN WEISBROT**, hereby declare under penalty of perjury pursuant to 28 U.S.C.
§ 1746 that the following is true and correct to the best of my knowledge:

1. I am the President and Chief Executive Officer at the class action notice and claims
administration firm Angeion Group, LLC (“Angeion”). I am fully familiar with the facts contained
herein based upon my personal knowledge, as well as information that has been provided to me
by my colleagues in the ordinary course of business at Angeion.

2. My credentials were provided in my prior declaration outlining the Proposed Notice
Plan in this settlement (“Notice Plan Declaration”) (ECF No. 336-8).

3. Angeion was appointed by this Court to serve as Settlement Administrator to
supervise and administer the Notice plan, establish and operate the Settlement Website, administer
the claims processes, distribute Class Payments according to the processes and criteria set forth in
the Settlement Agreement, and perform any other duties that are reasonably necessary and/or
provided for in the Settlement Agreement. *See* Order Granting Motion for Preliminary Approval of
Class Action Settlement; Preliminarily Certifying Settlement Class; and Approving Form and
Content of Class Notice (“Preliminary Approval Order”) (ECF No. 341).

4. Angeion is not related to or affiliated with the Plaintiffs, Plaintiffs’ Counsel,
Defendant Apple Inc. (“Defendant” or “Apple”), or Defendant’s Counsel.

1 suffixes (e.g., gmal.com to gmail.com, gmail.co to gmail.com, yaho.com to yahoo.com, etc.). After
2 the cleansing process standardized the email addresses, those email addresses were then subjected
3 to an email validation process whereby each email address was compared to known bad email
4 addresses. Additionally, the email addresses were further verified by contacting the Internet
5 Service Provider (“ISP”) to determine if the email addresses exist. As a result of the email
6 cleansing process, Angeion identified 143,367,309 valid email addresses and 17,708,843 invalid
7 email addresses.

8 10. Commencing on May 2, 2025, Angeion caused notice to be disseminated via email
9 (“Email Notice”) to the 143,367,309 individuals who had a valid email address. A true and accurate
10 copy of the Email Notice is attached hereto as **Exhibit B**.

11 11. Of the 143,367,309 Email Notices sent, 138,545,147 were delivered
12 (approximately 96.64%) and 4,822,162 bounced back as undeliverable (approximately 3.36%).

13 12. Angeion performed an email change of address search on the emails that bounced
14 back as undeliverable and obtained 1,120,872 updated email addresses to which Angeion sent an
15 Email Notice.

16 **Reminder Email Notice**

17 13. Commencing on June 24, 2025, Angeion caused a reminder notice to be
18 disseminated via email (“Email Reminder Notice”) to the 61,748,703 individuals on the Notice
19 List who had a valid email address, did not open their Email Notice, and had not submitted a Claim
20 Form. A true and correct copy of the Reminder Email Notice is attached hereto as **Exhibit C**.

21 **MEDIA NOTICE**

22 14. On May 2, 2025, Angeion commenced the state-of-the-art media notice campaign,
23 consisting of internet banner advertisement notice, social media notice via a leading social media
24 platform, and a paid search campaign. The digital notices were implemented using a desktop and
25 mobile campaign, and included an embedded link to the Settlement Website. The social media
26 portion of the campaign was implemented on the social media platform’s desktop sites, mobile
27 sites, and mobile apps. The media notice campaign ran for 4 weeks and was designed to deliver
28

1 approximately 9,140,000 digital impressions. The media campaign **exceeded expectations**,
2 delivering over 14 million digital impressions.

3 15. True and accurate copies of the internet banner ads and social media ad are attached
4 hereto as **Exhibits D and E**, respectively.

5 **MEDIA MONITORING**

6 16. Members of our media team used advanced software to garner the impact of the
7 earned media in this Settlement. The Settlement has received over 1,350 pieces of online coverage,
8 which in turn resulted in an estimated 157,000 social media engagements. In practice, this means
9 that combined, approximately 77.4 million users reviewed coverage about the Settlement.
10 Attached hereto as **Exhibit F** is a summary of the earned media garnered, as well as highlights of
11 the earned media.

12 **SETTLEMENT WEBSITE**

13 17. On January 17, 2025, at the request of the Parties, Angeion activated the case-
14 specific website dedicated to this Settlement, **www.LopezVoiceAssistantSettlement.com** (the
15 “Settlement Website”), to provide a status of the litigation in light of the media attention the
16 Settlement had garnered.

17 18. On May 2, 2025, Angeion activated the fulsome Settlement Website, in both
18 English and Spanish, where members of the Settlement Class are able to file a claim directly on
19 the website or download and print the Claim Form to be completed and mailed via the USPS. Also
20 on the Settlement Website, members of the Settlement Class can easily view general information
21 about the Settlement, review relevant Court documents, and view important dates and deadlines
22 pertinent to the Settlement. The Settlement Website was designed to be user-friendly and makes it
23 easy for members of the Settlement Class to find information about the case, including answers to
24 frequently asked questions. Plaintiffs’ Counsel’s Notice of Motion and Motion for Fee Award and
25 Expenses and Plaintiffs’ Application for Service Awards and all supporting declarations and
26 exhibits also were posted to the Settlement Website on May 29, 2025. The Settlement Website
27 also has a “Contact” page whereby members of the Settlement Class can send additional questions
28 to a dedicated email address, info@LopezVoiceAssistantSettlement.com. Angeion has received

1 92,760 emails and has responded to 92,350 of those emails thus far. As of the date of this
2 declaration, the Settlement Website has received 7,992,545 website visits by 5,351,048 unique
3 users, totaling 14,013,073 pageviews.

4 **TOLL-FREE HOTLINE**

5 19. On May 2, 2025, Angeion activated the following toll-free number, in both English
6 and Spanish, dedicated to this Settlement: 1-888-981-4106. The toll-free hotline utilizes an
7 interactive voice response (“IVR”) system to provide members of the Settlement Class with
8 responses to frequently asked questions and provide essential information regarding the Settlement
9 as well as an option to speak with a live operator during business hours. This hotline is accessible
10 24 hours a day, 7 days a week. As of the date of this declaration, the IVR has received 24,881
11 calls totaling 91,977 minutes and live operators have received or returned 3,370 calls totaling
12 19,230 minutes.

13 **CLAIM FORMS**

14 20. The deadline for members of the Settlement Class to submit a Claim Form is July
15 2, 2025. As of June 26, 2025, Angeion has received 2,263,907 Claim Form submissions. Based on
16 the 143,367,309 individuals sent an Email Notice, this represents a 1.58% claims submission rate,
17 which is typical of cases with similar circumstances.

18 21. These claim form submissions are still subject to final audits, including the full
19 assessment of each claim’s validity and a review for duplicate submissions. Angeion will continue
20 to report to the Parties the number of Claim Form submissions it receives and processes.

21 **EXCLUSIONS & OBJECTIONS**

22 22. The deadline for members of the Settlement Class to request exclusion from the
23 Settlement is July 2, 2025. As of the date of this declaration, Angeion has received 339 requests
24 for exclusion.

25 23. The deadline for members of the Settlement Class to submit an objection to the
26 Settlement is July 2, 2025. As of the date of this declaration, Angeion has been made aware of four
27 (4) written objections filed directly with the Court, three (3) of which were filed by the same
28 individual.

SETTLEMENT ADMINISTRATION COSTS

24. Through May 31, 2025, Angeion has incurred approximately \$875,732.18 in costs to provide notice and administration services for this Settlement. Angeion estimates there will be approximately \$2,525,000.00 in future administrative costs through the conclusion of this Settlement.

CONCLUSION

25. The direct notice campaign successfully delivered notice via email to 138,545,147 individuals on the Notice List, which represents a 96.64% delivery rate. Additionally, the media notice campaign delivered over 14 million impressions to potential Settlement Class Members, while the earned media concerning the Settlement provided additional awareness.

26. While precise reach is not calculable given the unknown Settlement Class size, it remains my professional opinion that the Notice Plan implemented in this Settlement provided full and proper notice to members of the Settlement Class before the applicable response deadlines, and that the Notice Plan is the best notice practicable under the circumstances, fully comporting with due process, Fed. R. Civ. P. 23 and the Northern District's Procedural Guidance for Class Action Settlements.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 27th day of June, 2025, at Parkland, Florida.

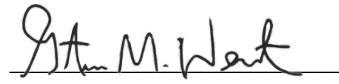

STEVEN WEISBROT

EXHIBIT A



1650 Arch Street • Suite 2210 • Philadelphia PA 19103
www.angeiongroup.com

JANUARY 10, 2025

VIA USPS PRIORITY MAIL

United States Attorney General & Appropriate Officials

Re: Notice of Proposed Class Action Settlement
Lopez v. Apple Inc.

Dear Counsel or Official:

Angeion Group, an independent claims administrator, on behalf of the defendant in the below-described action, hereby provides your office with this notice under the provisions of the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715, to advise you of the following proposed class action settlement:

Case Name: Lopez v. Apple Inc.

Case Number: 4:19-cv-04577-JSW

Jurisdiction: United States District Court, Northern District of California

Date Settlement Filed with Court: December 31, 2024

In accordance with the requirements of 28 U.S.C. § 1715, please find copies of the below-listed documents associated with this action available at <https://www.angeiongroup.com/cafa>.

1. **28 U.S.C. § 1715(b)(1)-Complaint:** The *Class Action Complaint* was filed with the Court on August 7, 2019. The *Amended Class Action Complaint* was filed with the Court on November 7, 2019. The *Second Amended Class Action Complaint* was filed with the Court on March 17, 2021.
2. **28 U.S.C. § 1715(b)(2)-Notice of Any Scheduled Judicial Hearings:** A hearing on Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement is scheduled for February 14, 2025 at 9:00 a.m., before the Honorable Jeffrey S. White. There are no other judicial hearings currently scheduled. The most up-to-date information for both hearings may be found by visiting the “CM/ECF” online docket for the above-captioned case at <https://ecf.cand.uscourts.gov/cgi-bin/login.pl>.
3. **28 U.S.C. § 1715(b)(3)-Notification to Class Members:** The *Full Class Notice*, *Email Notice*, and *Postcard Notice* were filed with the Court on December 31, 2024.
4. **28 U.S.C. § 1715(b)(4)-Class Action Settlement Agreement:** The *Settlement Agreement and Release*, Plaintiffs’ *Unopposed Motion for Preliminary Approval of Class Action Settlement*, and the Proposed Order Granting Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement were filed with the Court on December 31, 2024.
5. **28 U.S.C. § 1715(b)(5)-Any Settlement or Other Agreements:** Other than the *Settlement Agreement and Release*, no other settlements or other agreements have been contemporaneously made between the Parties.

6. **28 U.S.C. § 1715(b)(6)-Final Judgment:** The Court has not issued a Final Judgement or notice of dismissal as of the date of this CAFA Notice.
7. **28 U.S.C. § 1715(b)(7)(B)-Estimate of Class Members:** While the exact number of Settlement Class Members remains unknown at this time, it is estimated that the Settlement Class contains at least tens-of-millions of purchasers and owners of Siri Devices located throughout the United States and its territories. It is currently not feasible for Apple to ascertain the number of Settlement Class Members who reside in each state and proportionate share of the claims of such members to the entire settlement as contemplated by 28 U.S.C. § 1715(b)(7)(B). However, Apple anticipates that the Settlement Class is sufficiently numerous as to include Settlement Class Members potentially residing in all 50 U.S. states, as well as the District of Columbia.
8. **28 U.S.C. §1715(b)(8)-Written Judicial Opinions Related to the Settlement:** The Court has not issued a written judicial opinion related to the Settlement at this time.

If you have questions or concerns about this notice, the proposed settlement, or difficulty accessing the associated documents, please contact this office.

Sincerely,

Angeion Group
1650 Arch Street, Suite 2210
Philadelphia PA 19103
www.angeiongroup.com
info@angeiongroup.com
(p) 215-563-4116

Enclosures

EXHIBIT B

To: [Class Member Email Address]
From: info@LopezVoiceAssistantSettlement.com
Subject: Lopez Voice Assistant Class Action Settlement

If you owned or purchased a Siri-enabled device and experienced an unintended Siri activation during a confidential or private communication between September 17, 2014, and December 31, 2024, you should read this Notice as it may impact your legal rights

«First Name» «Last Name»
Claimant Identification Code: «Notice ID»
Confirmation Code: «Confirmation Code»

A settlement has been reached with Apple Inc. (“Apple”) in a class action lawsuit brought on behalf of current or former owners or purchasers of a Siri-enabled iPhone, iPad, Apple Watch, MacBook, iMac, HomePod, iPod touch, or Apple TV (“Siri Device/Devices”) whose confidential or private communications were allegedly obtained by Apple and/or shared with third parties as a result of an unintended Siri activation. Apple denies all of the allegations made in the lawsuit and denies that Apple did anything improper or unlawful. The proposed Settlement is not an admission of guilt or wrongdoing of any kind by Apple. The United States District Court for the Northern District of California approved this notice.

- **Why am I receiving this notice?**

Apple’s records indicate that you may be a member of the Settlement Class and may be entitled to receive a payment. You are a member of the Settlement Class if you are a current or former owner or purchaser of a Siri Device, you reside in the United States or its territories, and your confidential or private communications were obtained by Apple and/or were shared with third parties as a result of an unintended Siri activation between September 17, 2014 to December 31, 2024. Under the terms of the Settlement, you are eligible to submit a Claim Form to receive a payment if the Court approves the Settlement and it becomes final.

- **What does the Settlement provide?**

Apple has agreed to pay \$95 million into a settlement fund. After deducting Court-approved attorneys’ fees and expenses, Service Awards, and the costs of notice and settlement administration (including any taxes), payments will be made from the Net Settlement Amount to Settlement Class Members who submit a valid and timely Claim Form. For more information about how distributions will be made to Settlement Class Members, please visit www.LopezVoiceAssistantSettlement.com.

- **What are the expected payments?**

Settlement Class Members may submit claims for up to five Siri Devices on which they claim to have experienced an unintended Siri activation during a conversation intended to be confidential or private. Settlement Class Members who submit valid claims shall receive a pro rata portion of the Net Settlement Amount for a Class Payment up to a cap of \$20 per Siri Device. The amount available to Settlement Class Members will increase or decrease pro rata depending on the total number of valid claims submitted, and Siri Devices claimed. The final amount will not be known until all claims are evaluated. The plan of allocation is described in detail in the Settlement Agreement available at **www.LopezVoiceAssistantSettlement.com**. Depending on the total number of valid claims, this Plan of Allocation is subject to modification by agreement of the Parties without further notice to members of the Settlement Class, provided any such modification is approved by the Court.

- **How do I file a claim?**

In order to receive a payment, you must complete and submit a valid Claim Form by July 2, 2025. You may submit claims for up to five Siri Devices. Claims may be submitted online at **www.LopezVoiceAssistantSettlement.com** or mailed to the address on the form. If you submit a Claim Form by mail, it must be post-marked by **July 2, 2025**. The Claim Form requires that you confirm or update your current contact information and confirm the following under oath: from September 17, 2014 to December 31, 2024, (i) you purchased or owned a Siri Device in the United States or its territories and enabled Siri on that device, (ii) you experienced an unintended Siri activation, and (iii) the unintended Siri activation you experienced occurred during a conversation intended to be confidential or private.

You can access the Claim Form on **www.LopezVoiceAssistantSettlement.com**. If you received an email or postcard with a Claimant Identification Code and Confirmation Code notifying you about the Settlement, use these codes when making a claim. If you did not receive an email or postcard about the Settlement and don't have a Claimant Identification Code and Confirmation Code, but believe you are a member of the Settlement Class, you may still make a claim by going to **www.LopezVoiceAssistantSettlement.com** and following the instructions on how to submit a Claim Form. You may elect to receive payment by physical check, electronic check, or Automated Clearing House ("ACH," a/k/a direct deposit). If you do not complete and submit a valid Claim Form, you will not receive a payment.

For more information and to review the full notice, please visit www.LopezVoiceAssistantSettlement.com.

- **What are my other options?**

You can do nothing, exclude yourself or object. If you do nothing, your rights will be affected and you won't get a payment. If you don't want to be legally bound by the Settlement Agreement, you must exclude yourself from it by **July 2, 2025**. Unless you exclude yourself, you will not be able to sue or continue to sue Apple for any claim arising out of or related to the claims in this case. If you stay in the Settlement (*i.e.*, do not exclude yourself), you may object to it or ask for permission

for you or your own lawyer to appear and speak at the Final Approval Hearing – at your own cost – but you do not have to do so.

A copy of Plaintiffs' Counsel's Motion for Attorneys' Fees and Expenses and for Service Awards will be available at **www.LopezVoiceAssistantSettlement.com** by **May 28, 2025**. You can object to the requested award of attorneys' fees and expenses to Plaintiffs' Counsel or Service Awards to the Class Representatives.

Objections to the Settlement, attorneys' fees, and/or Service Awards and requests to appear are due by **July 2, 2025**. The Final Approval Hearing will be held on **August 1, 2025, at 9:00 a.m.**, at the United States District Court for the Northern District of California, Oakland Courthouse, 1301 Clay Street, Courtroom 5 – 2nd Floor, Oakland, CA 94612.

More information about your options is in the detailed notice available at **www.LopezVoiceAssistantSettlement.com**, or you may contact the Settlement Administrator with any questions:

Lopez Voice Assistant Settlement Administrator
P.O. Box 6609
614 Cranbury Rd
East Brunswick, NJ 08816
1-888-981-4106
info@LopezVoiceAssistantSettlement.com

You may also access the docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California at any of the Court's locations between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT CALL THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT

BY ORDER OF THE U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA.

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)

EXHIBIT C

**If you
experienced
an
unintended
Siri voice
assistant
activation
during a
private
conversation,
a class
action
settlement
may affect
your rights.**

LEARN MORE

7-JSW

Document 365-2

Filed 06/27/2

If you experienced an unintended Siri voice assistant activation during a private conversation, a class action settlement may affect your rights.

[LEARN MORE](#)

If you experienced an unintended Siri voice assistant activation during a private conversation, a class action settlement may affect your rights.

LEARN MORE

**If you
experienced an
unintended Siri
voice assistant
activation
during a private
conversation, a
class action
settlement may
affect your
rights.**

LEARN MORE

77-JSW

Document 365-2

Filed 06/27/25

If you experienced an unintended Siri voice assistant activation during a private conversation, a class action settlement may affect your rights.

[LEARN MORE](#)

Case 4:19-cv-04577-JSW

Document 365-2

Filed 06/27/25

Page 20 of 30

If you experienced an unintended Siri voice assistant activation during a private conversation, a class action settlement may affect your rights.

[LEARN MORE](#)

EXHIBIT D

Sponsored



www.example.com/

Unintended Voice Assistant - During Private Conversation

Unintended Siri voice assistant activation during a private conversation? A class action settlement may affect your rights.

EXHIBIT E

From Email: DoNotReply@LopezVoiceAssistantSettlement.com

From Name: Lopez Voice Assistant Settlement Administrator

Subject: Lopez Voice Assistant Class Action Settlement - July 2 Deadline Approaching

REMINDER TO SUBMIT FORM TO RECEIVE UP TO \$20 PER SIRI DEVICE

CLAIM FORM SUBMISSION DEADLINE IS ON JULY 2, 2025

«First Name» «Last Name»
Claimant Identification Code: «Notice ID»
Confirmation Code: «Confirmation Code»

If you owned or purchased a Siri enabled device and experienced an unintended Siri activation during a confidential or private communication between September 17, 2014 and December 31, 2024, you could get a payment from a class action settlement.

You received this notice because Apple's records indicate that you may be a member of the Settlement Class and may be entitled to receive payment.

Claimants may receive up to **\$20** per Siri Device. The amount available to Settlement Class Members will increase or decrease pro rata depending on the total number of valid claims submitted, and Siri Devices claimed.

To receive payment, you must submit a Claim Form by no later than July 2, 2025.

SUBMIT CLAIM FORM

QUESTIONS?

More detailed information, including the full Notice and Settlement Agreement, is available at www.LopezVoiceAssistantSettlement.com, or by calling 1-888-981-4106.

If you have already filed your Claim Form prior to receiving this notice, please disregard.

EXHIBIT F

Lopez v. Apple Inc.

AG ANGEION GROUP

Campaign Overview

Total Mentions

Jan 1 - Jun 23

1.35k

Mentions

Total Potential Editorial R...

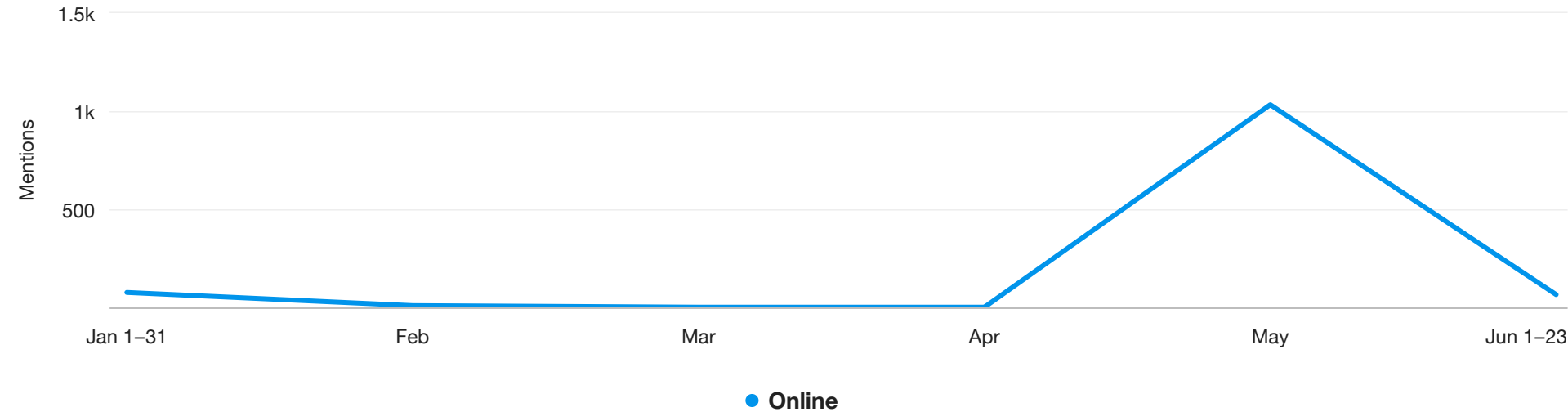
Jan 1 - Jun 23

8.92B

Reach

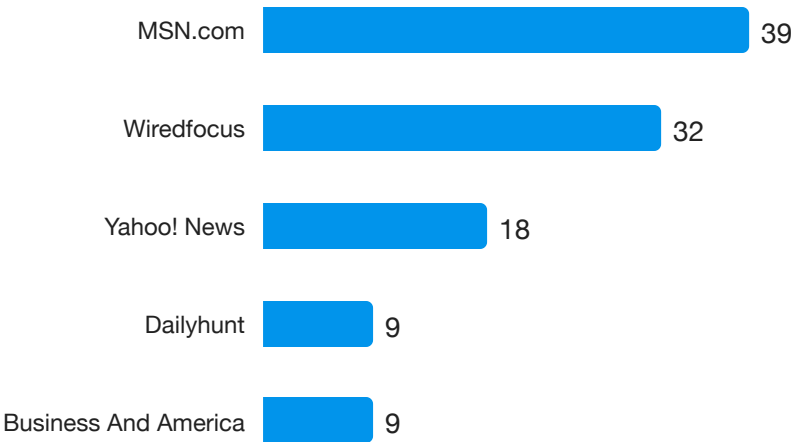
Mentions Trend by News Media Type

Jan 1 - Jun 23



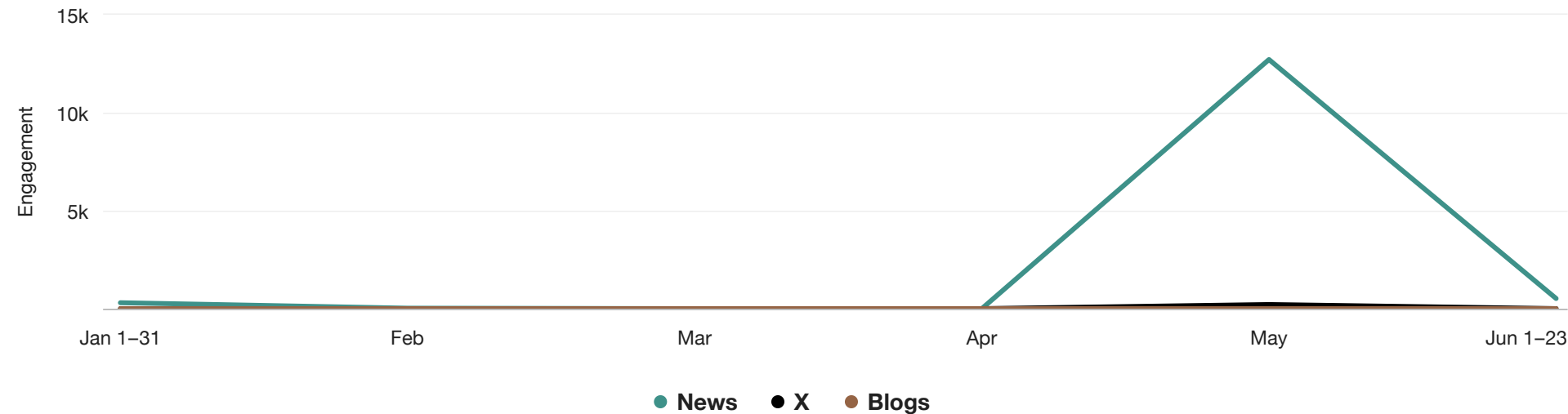
Top Publications by Mentions

Jan 1 - Jun 23

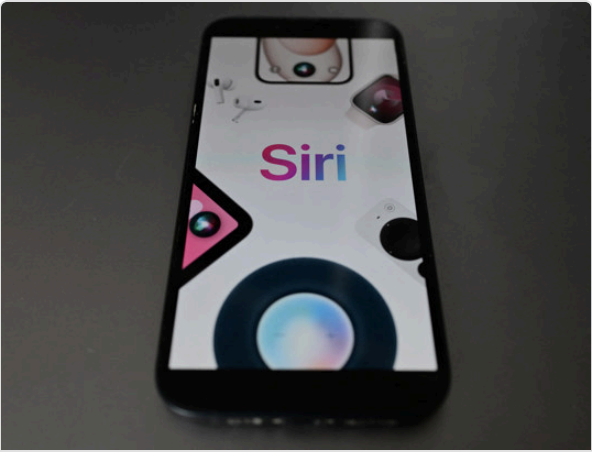


Engagement Trend by Source Type

Jan 1 - Jun 23



Online News



MSN.com • Suzanne Blake

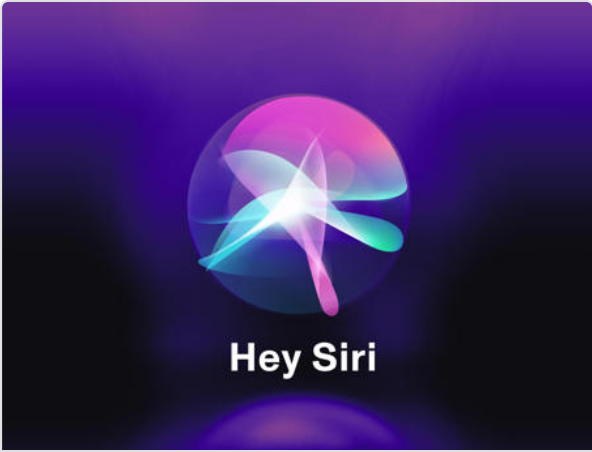
News | US | May 9 · 2:28 PM

Apple \$95 Million Settlement: Heres Whos Eligible, How to File a Claim

... did anything improper or unlawful. What To Know

The class-action **lawsuit, Lopez v. Apple** Inc., alleged that the tech giant infringed on ...

110M Reach 0 Social Echo



MSN.com • Thomas Kika

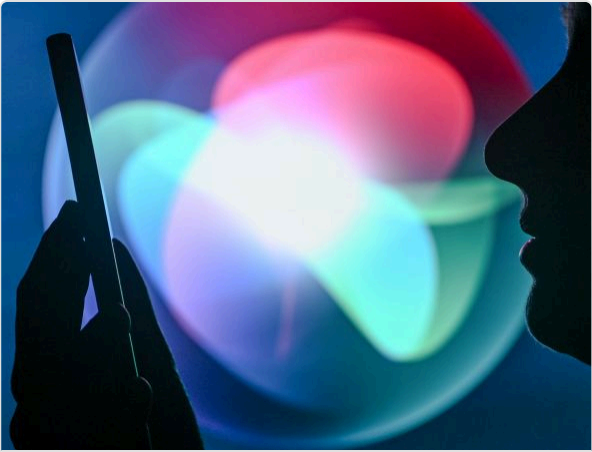
News | US | May 10 · 7:15 AM

How to File a Claim for Your Share of Apples \$95 Million Siri Privacy Settlement

... settlement checks . Who sued Apple and why?

This class action **lawsuit, Lopez** et al v. **Apple** Inc ., was first brought against Apple in ...

110M Reach 0 Social Echo



CNN • Lisa Eadicicco

News | US | May 14 · 12:26 PM

Apple may owe you money. Here’s how to get it

... should have received an email at the address linked to their **Apple** ID with the subject line: “**Lopez Voice Assistant Class Action** ...

107M Reach 81 Social Echo



USA Today • Mary Walrath-Holdridge

News | US | May 14 · 2:20 PM

Lopez vs. Apple: What to know about case involving Siri that triggered \$95M settlement

The **Lopez v. Apple lawsuit** alleges that the company was eavesdropping on users. Customers may be entitled to part of the resulting

71.2M Reach 55 Social Echo



Axios • Kelly Tyko

News | US | May 12 · 9:00 PM

How to claim part of Apples \$95 million Siri lawsuit settlement

... improper or unlawful," according to the settlement website. **Lopez v. Apple lawsuit**

Catch up quick: In 2019, Apple suspended a program ...

15.3M Reach 53 Social Echo



WIRED • Andy Vasoyan

News | US | Jun 9 · 2:30 AM

I Joined Every Class Action Lawsuit I Could Find, and So Can You

... Juul for targeting teens, and the very, very recent **Lopez v. Apple** Inc. **settlement** , which could give folks \$20 per Siri-enabled ...

13M Reach 107 Social Echo



The Economic Times • ET Online

News | IN | May 15 · 1:18 AM

Apple’s \$95 million Siri settlement explained: Who qualifies, how much you’ll get, and how to claim

... eligible users via email or postcard (subject line: “**Lopez Voice Assistant Class Action** Settlement”) sent to their Apple ID email address. ...

12.5M Reach 2 Social Echo



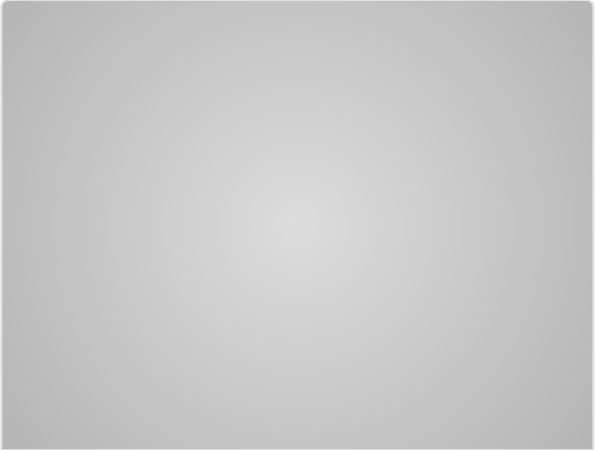
ZDNet • Lance Whitney

News | US | yesterday · 1:41 PM

Only days left to claim your share of Apples \$95 million Siri settlement - heres how before you lose out

... act fast, as the deadline to submit your claim is days away. A **settlement** page recently published in the case of **Lopez v. Apple** Inc. ...

10M Reach 5 Social Echo



Nasdaq • Pete Grieve

News | US | May 13 · 10:17 AM

Apple User? Here’s How to Get a Slice of the \$95 Million Siri Lawsuit Payout

... never sold it to anyone for any purpose.” Nevertheless, the **Lopez v. Apple lawsuit** has raised privacy concerns and added to Americans’ ...

6.74M Reach 0 Social Echo



Boston.com • Washington Post

News | US | May 16 · 11:57 AM

Here’s how to claim your piece of Apple’s \$95 million Siri settlement

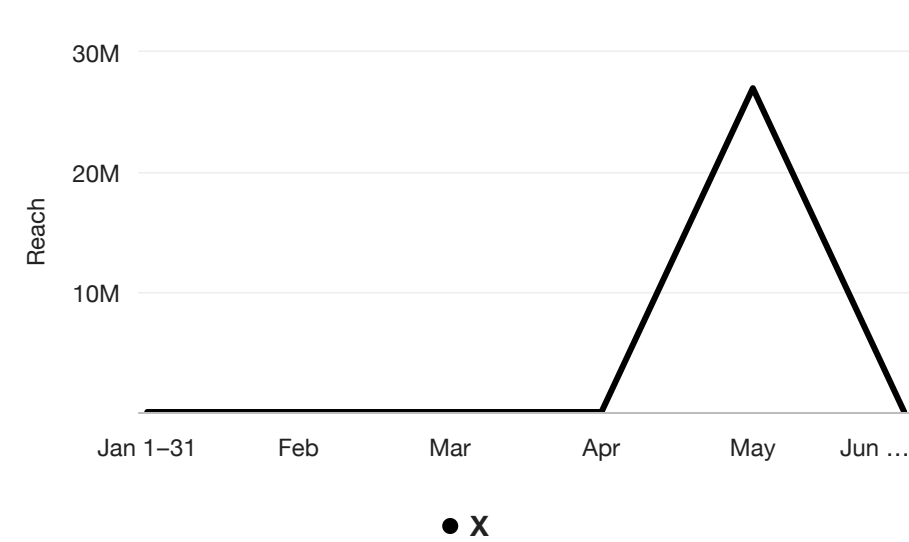
... for a postcard or an email with the subject line “**Lopez Voice Assistant Class Action** Settlement”; these will contain a claimant ID code ...

3.75M Reach 2 Social Echo

Social Mentions

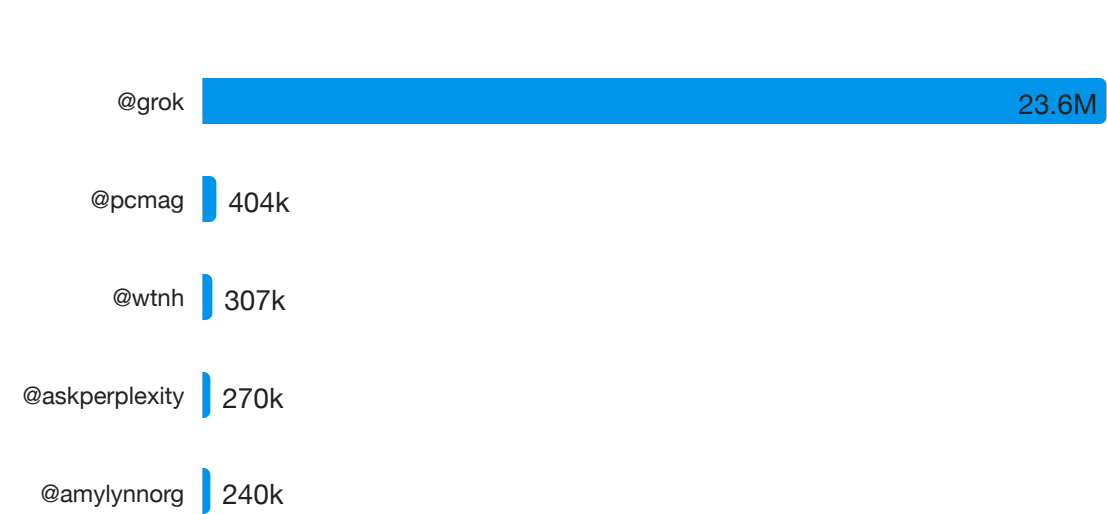
Social Reach Trend by Source Type

Jan 1 - Jun 23



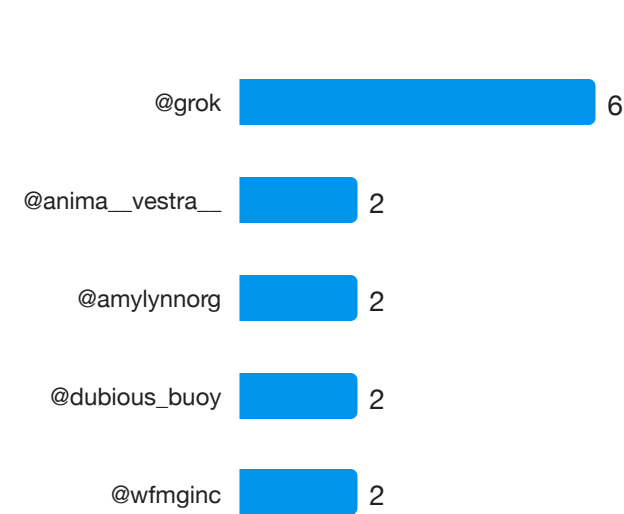
Top Posters by Social Reach

Jan 1 - Jun 23



Top X Posters by Mentions

Jan 1 - Jun 23



Advertising Value Equivalence

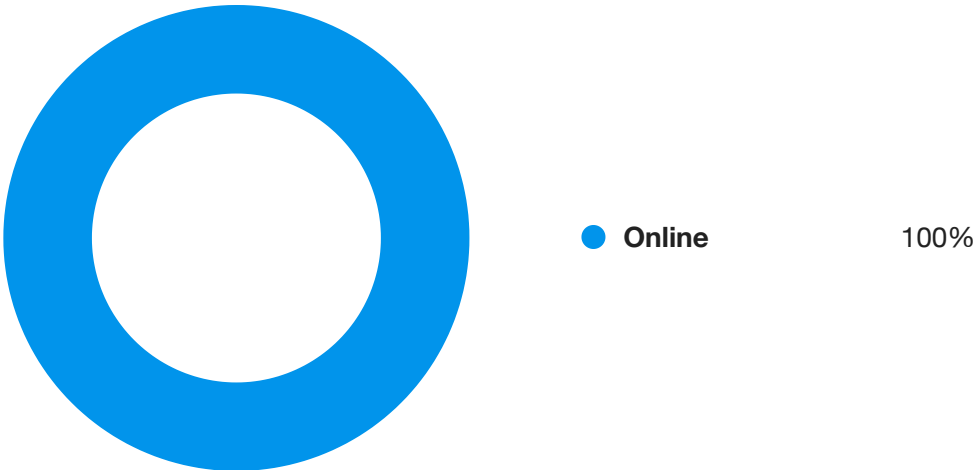
Total AVE

Jan 1 - Jun 23

82.5M
USD

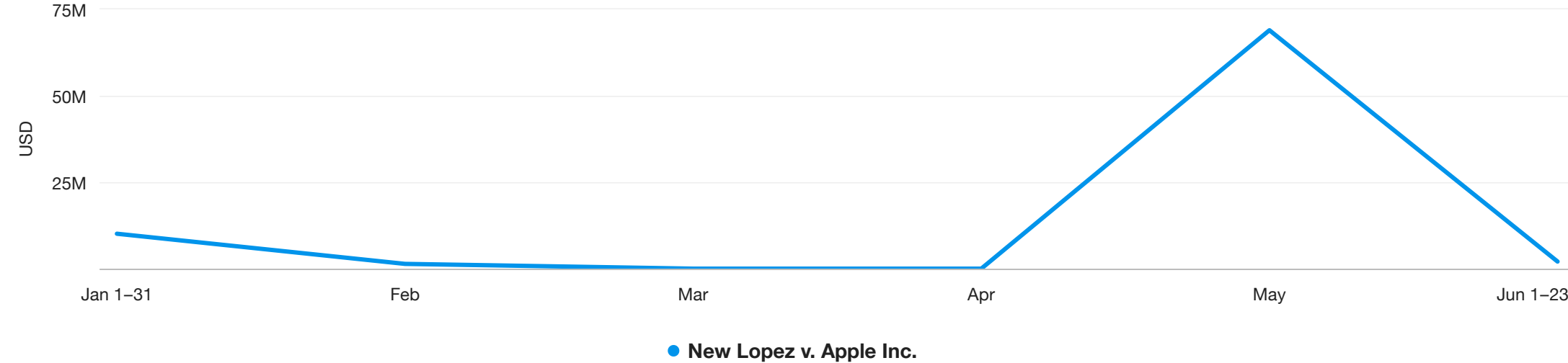
AVE by News Media Type

Jan 1 - Jun 23



AVE Trend

Jan 1 - Jun 23



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8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**
10 **OAKLAND DIVISION**

Docket No.: 4:19-cv-04577-JSW (SK)

11 FUMIKO LOPEZ, FUMIKO LOPEZ, as
12 Guardian of A.L., a Minor, JOHN TROY
13 PAPPAS, and DAVID YACUBIAN,
14 Individually and on Behalf of All Others
15 Similarly Situated,

16 Plaintiffs,

17 v.

18 APPLE INC.,

19 Defendant.

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

1 This matter comes before the Court to determine whether to approve the settlement
2 between Plaintiffs Fumiko Rodriguez (formerly known as Fumiko Lopez), individually and as
3 guardian of A.L., John Troy Pappas, and David Yacubian (“Plaintiffs”) and Defendant Apple Inc.
4 (“Defendant” or “Apple” and together with Plaintiffs, the “Parties”). The Court, having reviewed
5 and considered Plaintiffs’ Motion for Final Approval of Class Action Settlement (ECF No. ____),
6 the Joint Declaration in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of
7 Class Action Settlement (“Joint Decl.”) (ECF No. 336-1), including the Settlement Agreement and
8 Release (“Settlement” or “Settlement Agreement” or “SA”) (ECF No. 336-2) and other exhibits
9 attached thereto (ECF Nos. 336-3 to 336-9), the Declaration of Christian Levis in Support of
10 Plaintiffs’ Counsel’s Motion for Attorneys’ Fees and Expenses and Plaintiffs’ Application for
11 Service Awards (“Levis Decl.”) (ECF No. 354-1), the Declaration of Steven Weisbrot Re: Notice
12 and Administration (“Weisbrot Decl.”) and the exhibits attached thereto (ECF No. ____), the
13 Declaration of Erin Green Comite (“Comite Decl.”) (ECF No. ____), the pleadings and other papers
14 on file in this action, and the statements of counsel and the Parties, including at the Final Approval
15 Hearing, hereby ORDERS as follows:

16 1. The Court has jurisdiction over the subject matter of the above-captioned action
17 (the “Action”) and over the Parties to the Settlement, including Plaintiffs, Apple, and all Settlement
18 Class Members.

19 2. For purposes of this Order, except as otherwise set forth herein, the Court
20 incorporates the definitions contained in the Settlement Agreement.

21 3. Plaintiffs’ Motion for Final Approval of Class Action Settlement is GRANTED.
22 The objections to the Settlement are OVERRULED.

23 4. The Court finds that the Gross Settlement Amount of \$95,000,000 is fair, adequate,
24 and reasonable, is the product of arm’s-length and informed negotiations, and treats all members
25 of the Settlement Class fairly in accordance with Rule 23 of the Federal Rules of Civil Procedure.

26 5. The Parties shall perform their obligations pursuant to the terms of the Settlement
27 Agreement and this Order.

28

6. The following Settlement Class is finally certified under Federal Rules of Civil Procedure 23(a) and 23(b)(3) for settlement purposes:

All individual current or former owners or purchasers of a Siri Device,¹ who reside in the United States and its territories, whose confidential or private communications were obtained by Apple and/or were shared with third parties as a result of an unintended Siri activation between September 17, 2014 to the Settlement Date [December 31, 2024]. The Settlement Class excludes Apple; any entity in which Apple has a controlling interest; Apple's directors, officers, and employees; Apple's legal representatives, successors, and assigns. Also excluded from the Settlement Class are all judicial officers assigned to this case as well as their staff and immediate families.

7. Also excluded from the Settlement Class are those persons listed on Exhibit A hereto that the Court finds have timely and validly requested exclusion from the Settlement Class in accordance with the Court's Preliminary Approval Order.

8. Pursuant to Federal Rule of Civil Procedure 23(g), the Court previously appointed Christian Levis of Lowey Dannenberg, P.C., and Erin Green Comite of Scott+Scott Attorneys at Law LLP, together with their law firms as Class Counsel to represent the Settlement Class. ECF No. 341 ¶5.

9. The form, manner, and content of the Email Notice, Postcard Notice, Full Class Notice, Publication Notice, and Settlement Website were the best notice practicable under the circumstances, satisfied due process, provided adequate information to the Settlement Class of all matters relating to the Settlement, and fully satisfied the requirements of Federal Rules of Civil Procedure 23(c)(2) and (e)(1) and due process.

10. Defendants shall fund the balance of the Gross Settlement Amount of \$95,000,000 in accordance with the terms of the Settlement Agreement and this Order.

11. The Settlement Administrator shall disburse the Gross Settlement Amount in accordance with the terms of the Settlement Agreement and this Order.

12. The Court finds that the Plan of Allocation is a fair and reasonable method to allocate the Net Settlement Amount among Settlement Class Members, and the Settlement

¹ The Settlement Agreement defines "Siri Device" as a Siri-enabled iPhone, iPad, Apple Watch, MacBook, iMac, HomePod, iPod touch, or Apple TV.

1 Administrator is directed to administer the Plan of Allocation in accordance with its terms and the
2 terms of the Settlement Agreement.

3 13. Following distribution of the Gross Settlement Amount as set forth in the
4 Settlement Agreement, if ACH transfers to Settlement Class Members fail after 120 days or checks
5 attributable to Settlement Class Members remain uncashed after 120 days after the Class Payment
6 is distributed pursuant to Sections B.4–B.7 of the Settlement Agreement, the funds attributable to
7 those individuals shall be deemed forfeited and used to pay any unanticipated additional costs of
8 Settlement administration as set forth in Section F.6 of the Settlement Agreement.

9 14. If after paying all Class Payments, Notice and administration expenses, and any
10 Attorneys’ Fees and Expenses Payment and Service Awards that may be approved by the Court,
11 there are funds remaining in the Gross Settlement Amount (the “Residual”), then Class Counsel
12 and Apple’s Counsel shall meet and confer to discuss a proposal to present to the Court regarding
13 a *cy pres* distribution. If a Residual exists, Class Counsel shall file a motion for approval of
14 distribution to *cy pres* recipient(s) and shall explain “how those recipients are related to the subject
15 matter of the lawsuit and the class members’ claims” and shall “identify any relationship they or
16 their counsel have with the proposed *cy pres* recipients” in compliance with Northern District of
17 California Procedural Guidance for Class Action Settlements, Preliminary Approval ¶8.

18 15. Under no circumstances will Settlement funds revert to Apple.

19 16. As of the Effective Date, the Releasing Parties will release and discharge and shall
20 be deemed to have released and discharged the Apple Released Parties from the Named Plaintiffs’
21 and Settlement Class Members’ Released Matters set forth in Section H.1. of the Settlement
22 Agreement.

23 17. As of the Effective Date, Apple will be deemed to have completely released and
24 forever discharged Plaintiffs and Class Counsel from the claims set forth in Section H.2 of the
25 Settlement Agreement.

26 18. The Court will address Plaintiffs’ Counsel’s Motion for Attorneys’ Fees and
27 Expenses and Plaintiffs’ Application for Service Awards by separate order.

28

1 19. The Court retains jurisdiction over the Parties, including Settlement Class
2 Members, for the purposes of construing, enforcing, and administering this Order, as well as the
3 Settlement Agreement itself.

4 20. The Court finds, pursuant to Rules 54(a) and (b) of the Federal Rules of Civil
5 Procedure, that final approval and judgment of dismissal with prejudice as to Apple should be
6 entered forthwith and further finds that there is no just reason for delay in the entry of this final
7 approval order and judgment, as Final Judgment, in accordance with the Settlement Agreement.
8 Accordingly, the Clerk is DIRECTED to enter judgment, pursuant to Federal Rule of Civil
9 Procedure 58.

10 **IT IS SO ORDERED.**

11
12 Dated: _____

JEFFREY S. WHITE
United States District Judge