

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

FUMIKO LOPEZ, FUMIKO LOPEZ, as
guardian of A.L., a minor, LISHOMWA
HENRY, JOSEPH HARMS, 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 DEREK
BURROWS OF ANGEION GROUP, LLC
RE: ADMINISTRATION OF THE
SETTLEMENT FUND**

1 I, Derek Burrows, declare and state as follows:

2 1. I am the Chief Operating Officer at the class action notice and claims administration
3 firm Angeion Group, LLC (“Angeion”). I have personal knowledge of the matters stated herein. I
4 am over 21 years of age, am not a party to this action, and submit this declaration based on personal
5 knowledge and information obtained in my role at Angeion.

6 2. Angeion is not related to or affiliated with the Plaintiffs, Plaintiffs’ Counsel, Apple,
7 or Apple’s Counsel (the “Parties”). Angeion was appointed by the Court to serve as the Settlement
8 Administrator pursuant to the Order Granting Motion for Preliminary Approval of Class Action
9 Settlement; Preliminarily Certifying Settlement Class; and Approving Form and Content of Class
10 Notice (“Preliminary Approval Order”). Dkt. No. 341.

11 3. The purpose of this Declaration is to provide the Court with information pertaining to
12 the Objection of Reilly Stephens. Dkt. No. 372 (“Stephens Objection”). As detailed below, Angeion
13 established the Settlement Fund pursuant to the terms of the Settlement Agreement and Release
14 (“Settlement Agreement”) (Dkt. No. 336-2) and in accordance with the Preliminary Approval Order.
15 Dkt. No. 341, ¶ 7.

16 **Establishment of the Settlement Fund**

17 4. Section B. 2. of the Settlement Agreement states:

18 Within 30 days after an order granting Preliminary Approval of this
19 Settlement, Apple shall transfer an amount sufficient to cover the
20 Settlement Administrator’s estimated cost for Notice and
administration to the Settlement Administrator.

21 5. Accordingly, after the Court entered the Preliminary Approval Order, Angeion
22 established the Settlement Fund for this Settlement – *Lopez v Apple Qualified Settlement Fund* – and
23 provided Apple with payment instructions necessary to effectuate the transfer of funds into the
24 Settlement Fund. Angeion will administer the Settlement Fund in accordance with the terms of the
25 Settlement Agreement, Court orders, and, as applicable, at the joint direction of the Parties.

1 6. Pursuant to the terms of the Settlement Agreement, Apple transferred the estimated
2 cost for notice and administration into the Settlement Fund. The Settlement Fund is not funded
3 beyond the estimated cost of notice and administration.

4 7. Section B. 2. of the Settlement Agreement also states, “Within 5 days of the
5 Effective Date, Apple shall transfer the balance of the \$95,000,000 to the Settlement Administrator
6 for distribution of the Settlement fund and any Attorneys’ Fees and Expenses Payment, Service
7 Award, or further administrative costs, provided there are no appeals that delay the Effective Date
8 from occurring. If an appeal is filed to challenge final approval, Apple shall transfer the balance of
9 the \$95,000,000 to the Settlement Administrator within 30 days of the Effective Date.”

10 8. Further, Section B.10 of the Settlement Agreement provides that “For those
11 Settlement Class Members who submitted a valid claim during the Claim Period, a transfer reflecting
12 their payment shall be transmitted to Settlement Class Members within 60 calendar days after the
13 Effective Date or as soon as practicable thereafter.”

14 9. In light of the limited time between Apple’s payment of the balance of the Settlement
15 Amount and the distribution of payments to eligible Settlement Class Members (about 55 days),
16 Angeion anticipates that the Net Settlement Amount will be immediately placed in a distribution
17 account, rather than an interest-bearing account.

18 10. As is typical for service providers, Angeion maintains enterprise-wide agreements
19 with some vendors to support high-quality, efficient, and cost-effective settlement administration.
20 These agreements do not increase the cost to the class and, depending on the circumstances of a
21 given matter, enable Angeion to offer administration services at a reduced cost. Without addressing
22 the applicability of the rule cited by the objector, Angeion disputes the characterizations underlying
23 the objection and denies that it has entered into any improper agreements in connection with this
24 settlement. Angeion’s proposal submitted for the administration of the settlement includes an
25 estimate of all amounts to be charged to the Fund.

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

3 Executed this 24th day of July, 2025.

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DEREK BURROWS