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

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

21 Plaintiffs,

22 v.

23 APPLE INC.,

24 Defendant.

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

**PLAINTIFFS' COUNSEL'S NOTICE OF
MOTION AND MOTION FOR
ATTORNEYS' FEES AND EXPENSES
AND PLAINTIFFS' APPLICATION
FOR SERVICE AWARDS**

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

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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 videoconference only (*see* ECF No. 341), the Honorable Jeffrey S. White presiding, Plaintiffs Fumiko Rodriguez (formerly known as Fumiko Lopez) (“Rodriguez”), individually and as guardian of A.L., John Troy Pappas (“Pappas”), and David Yacubian (“Yacubian”) (collectively, “Plaintiffs”), through their undersigned counsel and on behalf of the proposed Settlement Class, will and hereby do move this Court for an order granting Plaintiffs’ Counsel attorneys’ fees and costs, and granting service awards to Plaintiffs.

The Motion is based upon this Notice of Motion and Motion, the Memorandum of Law set forth below, the declarations of Christian Levis, Daryl F. Scott, Mark Todzo, Edward K. Wood and Plaintiffs Rodriguez, Pappas and Yacubian, filed herewith, the forthcoming papers to be filed in support of the Motion for Final Approval, the pleadings and records on file in this Lawsuit, the [Proposed] Order Granting Plaintiffs’ Counsel’s Motion for Attorneys’ Fees and Expenses and Plaintiffs’ Application for Service Awards, 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 the Motion and enter the proposed Order Granting Plaintiffs’ Counsel’s Motion for Attorneys’ Fees and Expenses and Plaintiffs’ Application for Service Awards.

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STATEMENT OF ISSUES TO BE DECIDED

1. Whether the Court should award Plaintiffs’ Counsel attorneys’ fees totaling 30% of the Gross Settlement Amount in light of the significant efforts they undertook to prosecute the Lawsuit.
2. Whether the Court should award a payment of \$916,125.83 as reimbursement for the costs and expenses incurred by Plaintiffs’ Counsel in prosecuting the Lawsuit.
3. Whether the Court should grant service awards to Plaintiffs Rodriguez, Pappas, and Yacubian of up to \$10,000 each for their efforts in prosecuting the case and representing the interests of the Settlement Class.

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1 Plaintiffs’ Counsel respectfully submits this memorandum of law in support of their
2 Motion for Attorneys’ Fees and Expenses and Plaintiffs’ Application for Service Awards (“Fee
3 and Expense Application”) for: (1) an award of attorneys’ fees of 30% of the \$95,000,000 common
4 fund created by Plaintiffs’ settlement (“Settlement”) with Defendant Apple Inc. (“Apple”); (2)
5 reimbursement of necessary and reasonable litigation costs and expenses of \$916,125.83; and (3)
6 Service Awards of \$10,000 to Plaintiffs Rodriguez Pappas and Yacubian.

7 **I. INTRODUCTION**

8 After almost six years of complex, challenging and hard-fought litigation against one of
9 the biggest technology companies of the world, Plaintiffs have successfully negotiated an excellent
10 result for the Class—a Settlement where Apple has agreed to pay \$95,000,000. In addition to the
11 substantial monetary relief, the Settlement requires the permanent deletion of individual Siri audio
12 recordings Apple collected prior to October 2019 and improved disclosures to Siri users regarding
13 opting out of the “Improve Siri” functionality. This additional, non-monetary relief is designed to
14 address the conduct at issue in this litigation and protect the Settlement Class’s privacy interests.

15 These results were not easily achieved. Prosecuting this Lawsuit involved millions of
16 highly technical documents, more than twelve depositions, multiple subpoenas, over a dozen
17 motions to compel discovery, and a sanctions motion against Apple. The discovery hurdles made
18 this complicated and expensive litigation even more difficult and costly. Notwithstanding, using
19 their considerable knowledge of the facts and law, Plaintiffs’ Counsel implemented an effective
20 litigation strategy that provided substantial benefits for the Settlement Class.

21 In addition, the risks involved in litigating an action of this complexity and magnitude,
22 combined with the time and labor invested in the prosecution of the case and the quality of that
23 prosecution, support a fee award above the Ninth Circuit’s “presumptively reasonable” benchmark
24 of 25%. Plaintiffs’ Counsel spent 22,240 hours over the course of nearly six years prosecuting the
25 Lawsuit and have a lodestar of \$17,562,928.50. While this case was contentious, particularly given
26 Apple’s resistance to producing relevant discovery, the Lawsuit was efficiently prosecuted, and
27 the hourly rates and hours committed are objectively reasonable.

28

1 This is confirmed by a lodestar check; a 30% fee award reflects a 1.62 multiplier, well
2 within the range of reasonableness, particularly when compared to awards in comparable cases.
3 The contingent nature of this case independently warrants a multiplier; Plaintiffs' Counsel incurred
4 significant attorney time and costs without any guarantee of recovery. A \$95 million fund to
5 compensate the Settlement Class Members as well as injunctive relief that protects the Settlement
6 Class from future harm is undoubtedly a great result. By any metric, the Settlement is a win for
7 Settlement Class Members whose data Plaintiffs contend was illegally collected, stored, and used.

8 Plaintiffs' Counsel also seeks an expenses reimbursement of \$916,125.83. Most of these
9 expenses are related to expert work, necessary given the complexity of this highly technical case.
10 The remainder of the costs are those typical in complex litigations. Lastly, Service Awards of
11 \$10,000 for Plaintiffs Rodriguez, Pappas, and Yacubian are reasonable due their contributions to
12 the litigation and the discovery burdens they undertook on behalf of the Settlement Class.

13 Accordingly, Plaintiffs respectfully request that the Court award: (1) attorneys' fees of 30%
14 of the \$95,000,000 Gross Settlement Amount; (2) reimbursement of \$916,125.83 for litigation
15 expenses; (3) Service Awards of \$10,000 each to Plaintiffs Rodriguez, Pappas, and Yacubian.

16 **II. ARGUMENT**

17 **A. Plaintiffs' Counsel Fee Request is Fair and Reasonable**

18 The Ninth Circuit recognizes two ways of assessing requests for attorneys' fees in common
19 fund cases: the percentage-of-the-recovery method and the lodestar method. *In re Apple Inc.*
20 *Device Performance Litig.*, 50 F.4th 769, 784 (9th Cir. 2022); *Vizcaino v. Microsoft Corp.*, 290
21 F.3d 1043, 1047 (9th Cir. 2002). District courts have discretion concerning which method to apply
22 in a particular case. *Apple Device*, 50 F.4th at 784. As the benefit of the Settlement to the
23 Settlement Class is easily quantifiable, the percentage-of-recovery method is appropriate here. *See*
24 *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 942 (9th Cir. 2011).

25 **i. The Percentage-of-the-Recovery Method Supports the Requested Fees**

26 The Ninth Circuit recognizes that a fee award of 25% is presumptively reasonable.
27 *Vizcaino*, 290 F. 3d at 1047; *In re MacBook Keyboard Litig.*, No. 5:18-CV-02813-EJD, 2023 WL
28

1 3688452, at *13 (N.D. Cal. May 25, 2023) (“in common fund cases, awards generally range from
2 20-30% . . . of the recovery”). Courts consider five factors when determining whether to award
3 more than this 25% benchmark: (1) the result achieved; (2) the risk involved in the litigation; (3)
4 the contingent nature of the fee; (4) the skill required and quality of work by counsel; and (5)
5 awards made in similar cases. *Vizcaino*, 290 F.3d at 1048-50. As explained below, each of these
6 factors weigh in favor of a 30% fee award.

7 **a. Plaintiffs’ Counsel Achieved an Excellent Result for the Class**

8 “The touchstone for determining the reasonableness of attorneys’ fees in a class action is
9 the benefit to the class.” *Lowery v. Rhapsody Int’l*, 75 F.4th 985, 988 (9th Cir. 2023). After almost
10 six years of litigation, Plaintiffs’ Counsel negotiated a Settlement that will greatly benefit the
11 Settlement Class. The monetary as well as non-monetary benefits will provide immediate and
12 ongoing relief to the Settlement Class. As a result of Plaintiffs’ Counsel’s efforts and dedication,
13 Settlement Class Members could receive between \$20 and \$100, depending on the number of Siri
14 Devices claimed and the number of participating Settlement Class Members. The Gross Settlement
15 Amount represents approximately 10% of the potential recoverable damages. *See* ECF No. 336 at
16 10; *In re MacBook*, 2023 WL 3688452, at *9 (approving motion for final approval and attorneys’
17 fee where the settlement fund represented between approximately 9% to 28% of the total estimated
18 trial damages); *Hubert v. Equinox Holdings, Inc.*, No. CV 21-00086 PSG (JEMx), 2024 WL
19 4327402, at *5 (C.D. Cal. July 22, 2024) (finding 13% recovery of estimated damages reasonable);
20 *Stovall-Gusman v. W.W. Granger, Inc.*, No. 13-CV-02540-HSG, 2015 WL 3776765, at *4 (N.D.
21 Cal. June 17, 2015) (concluding that a settlement providing 10% of the potential recovery was
22 within the range of reasonableness); *Fleming v. Impax Lab’ys Inc.*, No. 16-CV-06557-HSG, 2022
23 WL 2789496, at *6 (N.D. Cal. July 15, 2022) (finally approving settlement and granting attorneys’
24 fee motion where settlement fund represented 12.5% of estimated damages recoverable).

25 This outcome is comparable to other consumer class actions, including cases against Apple.
26 *See, e.g., In re Apple iPhone 4 Prod. Liab. Litig.*, No. 5:10-md-2188 RMW, 2012 WL 3283432,
27 at *1 (N.D. Cal. Aug. 10, 2012) (providing class members cash payments of \$15); *Grace v. Apple*,

28

1 *Inc.*, No. 5:17-cv-00551-LHK (N.D. Cal. 2021), Dkt. No. 456 at 6 (initial payments of \$3); *In re*
2 *Magsafe Apple Power Adapter Litig.*, 5:09-CV-01911-EJD (N.D. Cal.), Dkt. Nos. 238, 247
3 (paying \$35 to \$79 to class members who received replacement power adapters); *iPod Nano Cases*,
4 Case No. BC342056 (Los Angeles Super. Ct.) (paying between \$15 to \$25 for Apple iPod Nano
5 owners); *see also Horvath v. LG Electronics MobileComm U.S.A., Inc.*, No. 3:11-cv-01576, Dkt.
6 No. 101 (S.D. Cal. Jan. 14, 2014) (approving settlement of \$19 per claimant in class action alleging
7 smartphone defect); *In re LinkedIn User Priv. Litig.*, 309 F.R.D. 573, 588 (N.D. Cal. 2015)
8 (approving settlement of \$14.81 per claimant).

9 Plaintiffs also secured important injunctive relief. Apple agreed to delete the Siri audio
10 recordings obtained prior to October 2019—including those obtained without the consent of
11 Settlement Class. This provides valuable relief for the Settlement Class, who automatically benefit
12 from the deletion of data without needing to opt-in. Apple also agreed to clearer disclosures in the
13 form of additional webpages that will inform users of the process of opting into the “Improve Siri”
14 feature and the information collected from users who opt in. Courts agree that “[i]njunctive relief
15 is especially valuable in privacy cases . . . where the harm of having one’s personal information
16 surreptitiously collected is . . . difficult to monetarily quantify.” *In re Vizio, Inc., Consumer Priv.*
17 *Litig.*, No. 16-ML-02693-JLS-KES, 2019 WL 12966638, at *6–7 (C.D. Cal. July 31, 2019),
18 *judgment entered sub nom. In re VIZIO, Inc., Consumer Priv. Litig.*, No. 16-ml-02693-JLS
19 (KESx), 2019 WL 3818854 (C.D. Cal. Aug. 14, 2019) (concluding “that the combined monetary
20 and injunctive results weigh in favor of an upward departure from the 25% benchmark.”).

21 In total, the resulting benefits of the Settlement support the enhanced 30% fee award.

22 **b. The Risks Faced by Plaintiffs’ Counsel and Contingent Nature of the**
23 **Litigation Support the Requested Fee**

24 Over the course of the last six years, Plaintiffs’ Counsel conducted the entire litigation on
25 a fully contingency basis, devoting significant money, resources, including a team of 24 attorneys
26 and time, and bore the risk of non-recovery. *See* Declaration of Christian Levis dated May 28,
27 2025, filed herewith (“Levis Decl.”), ¶¶ 6, 14, 15. “When counsel takes cases on a contingency fee
28 basis, and litigation is protracted, the risk of nonpayment . . . justifies a significant fee award.”

1 *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 261 (N.D. Cal. 2015); *see In re Lidoderm*
2 *Antitrust Litig.*, No. 14-md-02521-WHO, 2018 WL 4620695, at *3 (N.D. Cal. Sept. 20, 2018)
3 (“the public interest is served by rewarding attorneys who assume representation on a contingent
4 basis with an enhanced fee to compensate them for the risk” of non-payment).

5 Plaintiffs’ Counsel litigated this case with no assurances of compensation. The subject
6 matter of the Lawsuit was highly technical; the case hinged on Apple’s proprietary technology,
7 and very little was known about it in the public domain. Levis Decl., ¶ 12. There was immense
8 risk in bringing an action based on such novel technology and in an area of law which is constantly
9 evolving. *See In re TikTok, Inc., Consumer Priv. Litig.*, 617 F. Supp. 3d 904, 941 (N.D. Ill. 2022)
10 (“[d]ata privacy law is a relatively undeveloped and technically complex body of law, which
11 creates uncertainty and, therefore, additional risk for Class Counsel.”). In addition to placing time,
12 money, and effort at risk, Plaintiffs’ Counsel, and in particular Class Counsel, spent hundreds of
13 thousands of dollars on experts and other litigation expenses without any guarantee of
14 reimbursement. Levis Decl., ¶¶ 19, 36, 37; *see infra* at Part II.C; *see also Vizcaino*, 290 F.3d at
15 1050 (finding that the litigation entailed “hundreds of thousands of dollars of expense” was a
16 relevant consideration supporting an upward adjustment). The potential that Plaintiffs’ Counsel
17 would receive nothing sufficiently supports approval of their requested fee. *See In re Washington*
18 *Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1299 (9th Cir. 1994) (“It is an established
19 practice in the private legal market to reward attorneys for taking the risk of non-payment by
20 paying them a premium over their normal hourly rates for winning contingency cases.”).

21 Other risks were present in the litigation. Although Plaintiffs believe their case is strong,
22 from the time of filing there has been a great deal of uncertainty as to whether the Court would
23 grant certification, deny a motion for summary judgment, and accept Plaintiffs’ damages models.
24 Apple raised various defenses to Plaintiffs’ claims; some of these arguments were successful as
25 the Court dismissed Plaintiffs’ Unfair Competition Law claims. *See* ECF No. 77 at 5. Plaintiffs
26 faced further risks during a highly contentious discovery process. Levis Decl., ¶ 49. As is evident
27 from the docket, Class Counsel had to repeatedly seek Court intervention to require Apple to
28 produce several categories of fight just to get documents, Siri audio, speech logs and transcripts

1 that Apple maintained as part of providing the Siri functionality, and other relevant discovery.
2 Levis Decl., ¶¶ 21-25. Class Counsel also sought to compel production of information detailing
3 the financial benefit Apple derives from Siri. Levis Decl., ¶ 24. Each of these categories of
4 documents was extremely important for Plaintiffs but there was no certainty that Class Counsel
5 would obtain this discovery.

6 Plaintiffs also would continue to face risks and challenges getting a class certified as well
7 as establishing liability. Indeed, one court denied certification of similar claims in a comparable
8 case involving unauthorized recording of users through a voice assistant. *See Kumandan v. Google*
9 *LLC*, No. 19-CV-04286-BLF, 2023 WL 8587625 (N.D. Cal. Dec. 11, 2023). Class certification
10 would have required Plaintiffs to demonstrate that Defendant violated Plaintiffs’ and class
11 members’ privacy rights by recording them without consent on a class-wide basis. Apple was
12 certain to vigorously oppose certification, drawing on its superior knowledge of its own
13 technology. Proving liability in such a technical case also presented challenges, as complex topics
14 relating to the operation of speech recognition technology are not subjects most jurors understand.

15 Ninth Circuit courts have concluded there are considerable risks related to obtaining class
16 certification, surviving summary judgment, prevailing at trial, and withstanding a potential appeal.
17 *See In re Apple Inc. Device Performance Litig.*, No. 18-md-02827-EJD, 2023 WL 2090981, at *14
18 (N.D. Cal. Feb. 17, 2023), *appeal dismissed*, No. 23-15416, 2023 WL 10447843 (9th Cir. Aug. 8,
19 2023) (substantial risks found where plaintiffs “faced risks attendant to prosecuting a case with
20 relatively unique subject matter involving application of statutory computer intrusion and common
21 law trespass to chattels to iPhone devices”); *Bower v. Cycle Gear, Inc.*, No. 14 Civ. 02712-HSG,
22 2016 WL 4439875, at *7 (N.D. Cal. Aug. 23, 2016); *Destefano v. Zynga, Inc.*, No. 12-cv-04007-
23 JSC, 2016 WL 537946, at *17 (N.D. Cal. Feb. 11, 2016) (noting the “substantial” risk associated
24 with “obtaining [and maintaining] class certification”). Given the inherent risks that existed from
25 the outset and the likelihood of protracted litigation, the Settlement is a clear win for consumers.
26 Settlement Class Members have the opportunity now to share in the fund and obtain “a significant,
27 easy-to obtain benefit”—cash recoveries—through automatic payment. *See In re Haier Freezer*
28 *Consumer Litig.*, No. 5:11-CV-02911-EJD, 2013 WL 2237890, at *4 (N.D. Cal. 2013). The risk

1 of little or no recovery, together with the complexity of the case and likelihood of significant
2 additional expense and delay, weigh in favor of granting the requested fee.

3 **c. Plaintiffs' Counsel Demonstrated Exceptional Skill and Experience and**
4 **Produced High Quality Work**

5 Due in large part to the risks inherent in this litigation and the caliber and extensive
6 experience of the firms representing Apple, prosecuting this case required enormous skill and
7 dedication on the part of Plaintiffs' Counsel, and in particular Class Counsel. The full history of
8 the litigation is set forth in the Levis Declaration; however, several salient categories of work
9 performed are summarized next as justification for the requested fee and expense award:

10 **Discovery Efforts**

11 This case required extensive discovery, which was particularly contentious, laborious and
12 time intensive. Class Counsel served 33 document requests and 28 interrogatories, and also
13 answered discovery requests from Apple on behalf of five plaintiffs. Levis Decl., ¶¶ 16-18. Apple,
14 in turn, produced over 3,000,000 pages of documents, most of which were highly technical in
15 nature. Levis Decl., ¶ 18. The review of these documents alone required months of time and close
16 coordination with experts and a team of 13 attorneys tasked with document review to analyze the
17 technical documents, identify responsive and relevant documents, and participate in weekly calls
18 to discuss discovery-related issues. Levis Decl., ¶¶ 18-19. Class Counsel's analysis of these
19 documents, in turn, informed expert analysis, follow-up discovery, and settlement discussions.
20 Levis Decl., ¶ 19. Class Counsel also issued twelve Rule 45 subpoenas, including to Apple's
21 auditor. Levis Decl., ¶ 18. These third parties collectively produced more than 1,500 pages of
22 documents in response to the subpoenas. *Id.*

23 The Parties held over 100 meet and confers to attempt to resolve various discovery issues.
24 Levis Decl., ¶ 21. These included topics ranging from custodians, to search terms, the Protective
25 Order and ESI Protocol, documents relevant to False Accepts, the operation of Apple's Siri
26 technology, and financial documents concerning the costs and revenue arising out of Siri, among
27 other things. *Id.* The Parties also briefed ten significant discovery disputes and prepared for at least
28 seven oral arguments before Magistrate Judge Sallie Kim. *Id.* For example, discovery related to

1 Apple's production of certain data relating to False Accepts was highly contested and required two
2 joint letters and numerous Court proceedings. *See* ECF Nos. 141, 148, 184, 197, 198; Levis Decl.,
3 ¶¶ 22-23. On February 5, 2024, the Court compelled Apple to produce Siri audio and transcripts
4 according to a negotiated sampling protocol. *See* ECF No. 202. The sampling protocol afforded
5 Plaintiffs an opportunity to review Apple's proprietary human grading software in person. *See id.*
6 at 2. Apple was also compelled to provide a Rule 30(b)(6) deposition regarding the financial
7 documents. *See* ECF No. 202 at 3; Levis Decl., ¶¶ 24-25.

8 The document discovery work and successful resolution of the discovery disputes were
9 integral to Class Counsel's preparation to conduct eleven Rule 30(b)(6) and Rule 30(b)(1)
10 depositions as well as one third-party deposition. Levis Decl., ¶ 26. The depositions were
11 adversarial, with counsel from both sides vigorously advocating for their respective clients. *Id.*
12 Apart from deposing Apple's corporate and fact witnesses and one third-party witness, Plaintiffs'
13 Counsel also spent hours preparing and defending Plaintiffs at their depositions. *Id.*

14 **Spoliation and Sanctions Motion**

15 While negotiating the sampling protocol, Class Counsel learned that certain relevant data
16 for the Class Period had been deleted and/or not preserved. Levis Decl., ¶ 27. This deleted data
17 contained audio recordings and transcripts of users' interactions with Siri, including those that
18 resulted from a False Accept. *Id.* Given the importance of this data to Plaintiffs' claims, Class
19 Counsel conducted extensive legal research on the controlling law regarding sanctions and the
20 various remedies available to Plaintiffs and moved for sanctions on March 8, 2024, under Rule
21 37(e)(1)-(2). Levis Decl., ¶ 28. The sanctions motion alone required three rounds of briefing. Levis
22 Decl., ¶¶ 28-29, 32. The Court initially heard arguments in an hour-long proceeding and sought
23 supplemental briefing from the Parties on certain questions. *Id.*; ECF No. 259. Class Counsel, on
24 their own and with their experts, prepared a comprehensive response to the questions posed by
25 Magistrate Judge Kim. *See* ECF No. 270; Levis Decl., ¶ 29.

26 Ultimately, on May 31, 2024, the Court granted Plaintiffs' sanctions motion, finding that
27 Apple had a "duty to preserve relevant evidence." ECF No. 311 at 10; Levis Decl., ¶ 30. The
28 sanctions order precluded Apple from "affirmatively arguing or otherwise using Plaintiffs' failure

1 to make certain showings that they could have made if they had access to the deleted Siri data”
2 and prevented Apple from “introduc[ing] evidence about the data it destroyed or [relying] on the
3 absence of the data it destroyed in challenging class certification, Plaintiffs’ damages expert, in
4 moving for summary judgment, or at trial.” ECF No. 311 at 15. Class Counsel thereafter spent
5 many additional hours, conducting additional research and opposing Apple’s motion for
6 reconsideration of the sanctions order. ECF No. 318. Consequently, Apple’s failure to preserve
7 evidence vastly increased the number of hours needed to litigate this case. Levis Decl., ¶ 31.

8 The case history leaves no doubt that Class Counsel prosecuted this case with skill and
9 expertise and obtained an excellent recovery for the Class. Moreover, Class Counsel achieved this
10 result despite the vigorous opposition of Apple’s defense team, comprised of attorneys from DLA
11 Piper and Morrison & Foerster, some of the largest law firms in the world. *Destefano*, 2016 WL
12 537946, at *17 (“The quality of opposing counsel is also relevant to the quality and skill that class
13 counsel provided.”); *Lofton v. Verizon Wireless*, No. C 13-05665 YGR, 2016 WL 7985253, at *1
14 (N.D. Cal. May 27, 2016) (the “risks of class litigation against an able defendant well able to
15 defend itself vigorously” support an upward adjustment). Class Counsel achieved this excellent
16 result against attorneys who, unlike Class Counsel, were not operating on a contingency fee basis
17 and benefited from the significant financial resources of their client. *See Andrews v. Plains All Am.*
18 *Pipeline L.P.*, No. CV 15-4113 PSG (JEMx) 2022 WL 4453864, at *3 (C.D. Cal. Sept. 20, 2022)
19 (“[E]specially when considering that Defendants were represented by a prominent litigation firm,
20 Class Counsel’s ability to get the case this far along evinces their high quality of work.”); *In re*
21 *American Apparel, Inc. S’holder Litig.*, No. 10 Civ. 6352, 2014 WL 10212865, at *22 (C.D. Cal.
22 July 28, 2014) (“In addition to the difficulty of the legal and factual issues raised, the court should
23 also consider the quality of opposing counsel as a measure of the skill required to litigate the case
24 successfully.”).

25 **Class Certification Preparation**

26 Class Counsel started preparing for their class certification motion in the months prior to
27 the settlement talks. Levis Decl., ¶ 34. Class Counsel spent time extensively researching the
28 viability of certifying Wiretap Act, privacy, and breach of contract classes that would withstand

1 scrutiny under controlling law. Levis Decl., ¶ 35. These discussions required a thorough review of
2 testimony and key documents from Apple and third-party productions in support of their class
3 certification motion. *Id.* The class certification preparation also required frequent consultation with
4 several privacy, statistical, and damages experts to interpret and synthesize technical documents
5 and data received in discovery. Levis Decl., ¶ 36. Plaintiffs' experts spent hundreds of hours
6 developing a damages model accounting for these complexities. Levis Decl., ¶ 37. Overall,
7 Plaintiffs' Counsel had devoted significant time and resources to bring a legally and factually
8 sound class certification motion. *Id.*

9 Settlement Negotiations with Apple

10 33. In August 2024, Apple moved to set aside Magistrate Judge Kim's sanctions order.
11 ECF No. 327. The Parties started their settlement negotiations around the same time. Levis Decl.,
12 ¶¶ 33, 38. Settlement negotiations with Apple took place over several months, continuing until the
13 Settlement Agreement was executed on December 31, 2024. Levis Decl., ¶ 38. Following initial
14 communications with Apple's counsel in August 2024, the Parties retained Mr. Fouad Kurdi of
15 Resolutions, LLC, an experienced mediator to oversee the Parties' negotiations. *Id.* The Parties
16 met for an in-person mediation session in the San Francisco offices of Morrison & Foerster on
17 October 1, 2024, with each side presenting their views on the strengths and weaknesses of the case,
18 as well as exchanging detailed mediation statements. *Id.* During the negotiations, Apple denied
19 any liability and maintained that it had meritorious defenses to the claims brought against it. *Id.*
20 The Parties had extensive discussion over the material terms of any settlement, including the
21 settlement amount, injunctive relief to be provided by Apple, the release, and the circumstances
22 under which the Parties may terminate the settlement. *Id.* While the Parties did not reach a
23 settlement on that day, they nevertheless kept the communications channels open and engaged in
24 discussions with each other over a potential settlement. Levis Decl., ¶ 39. The Parties reached an
25 agreement in principle to settle the lawsuit on December 18, 2024 and executed the Settlement
26 Agreement on December 31, 2024. *Id.* At the same time Class Counsel prepared and filed the
27 motion for preliminary approval of the Settlement. Levis Decl., ¶¶ 38-39.

28

1 **d. The Requested Fee Request is Supported by Fee Awards in Similar Cases**

2 Courts in this Circuit grant fee requests exceeding the 25% benchmark where, as here, the
3 circumstances warrant it. *See, e.g., In re TikTok*, 617 F. Supp. 3d at 942 (awarding 33% of \$92
4 million settlement after three years of litigation, recognizing that “[t]he need to provide financial
5 incentives for zealous and effective representation of consumers in legally and technologically
6 complex data privacy cases such as this...”); *In re Lidoderm*, 2018 WL 4620695, at *1 (awarding
7 one-third of \$104.75 million settlement); *Grey Fox, LLC v. Plains All-Am. Pipeline, L.P.*, No. CV
8 16-03157 PSG (JEMx), 2024 WL 4267431 (C.D. Cal. Sept. 17, 2024) (awarding 33% of the \$70
9 million settlement as attorney fees noting that the litigation had extensive discovery and counsel
10 faced significant risks litigating unprecedented issues); *Schmitt v. Kaiser Found. Health Plan of*
11 *Wash.*, NO. 2:17-cv-1611-RSL, 2024 WL 1676754, at *4-5 (W.D. Wash. Apr. 18, 2024) (awarding
12 one-third of settlement fund where “counsel undertook a significant risk in bringing this class
13 action lawsuit on a contingent basis” since it was complex and “heavily litigated” for years).

14 **ii. Plaintiffs’ Counsel’s Lodestar and Multiplier Confirms that the Requested**
15 **Fee is Reasonable**

16 The Ninth Circuit has explained that courts may consider class counsel’s lodestar to
17 “provide[] a check on the reasonableness of the percentage award.” *Vizcaino*, 290 F.3d at 1050.
18 “There is a strong presumption that the lodestar is a reasonable fee.” *Stetson v. Grissom*, 821 F.3d
19 1157, 1165 (9th Cir. 2016). The lodestar is calculated by multiplying the hours reasonably spent
20 by reasonable hourly rates. *Bluetooth*, 654 F.3d at 941.

21 Plaintiffs’ Counsel’s combined lodestar in this Lawsuit through May 21, 2025 is
22 \$17,562,928.50 and is based on the firms’ current rates and a reasonable number of hours spent
23 prosecuting the case, in light of the complexities and challenges. Levis Decl., ¶¶ 43, 48. As
24 reflected in the accompanying declarations, a significant portion of time in this litigation was spent
25 involved in complex discovery and discovery disputes, depositions, analysis and strategy,
26 dispositive motions and settlement negotiations. Levis Decl., ¶¶ 16-33, 35. This Lawsuit was
27 actively litigated for over six years and, as a result, thousands of hours were reasonably and
28 necessarily billed toward researching and drafting the legal claims, propounding and responding

1 to numerous sets of discovery, reviewing documents, briefing arguments, preparing for and taking
2 depositions, working with experts, and arguing before this Court. Levis Decl., 11-13, 16-33. The
3 meet-and-confer process during discovery alone account for hundreds of attorney hours. Levis
4 Decl., ¶ 21; *see In re Facebook, Inc. Consumer Privacy User Profile Litig.*, NO. 3:18-MD-02843-
5 VC 2023 WL 8445812, at *1-2 (N.D. Cal. Oct. 10, 2023) (awarding \$181.25 million in fees
6 following a settlement during fact discovery after 4.5 years of litigation, and characterizing
7 counsel’s substantially higher 149,928 hours as “reasonable, especially because this litigation has
8 been unusually prolonged and contentious”).

9 That said, applying their billing judgment, Plaintiffs’ Counsel made adjustments to the
10 hours report and the lodestar. This lodestar amount does not include time spent by (a) Class
11 Counsel’s attorneys and paralegals who worked fewer than 20 hours on the case and (b) remaining
12 Plaintiffs’ Counsel’s attorneys and paralegals who worked fewer than 10 hours on the case. Levis
13 Decl., ¶ 45. In addition, the billing rate for first level document review has been conservatively
14 capped at \$425. *Id.* Further, the time set forth in the Levis Declaration, as well as the Scott, Todzo,
15 and Wood Declarations, does not include the hundreds of hours Plaintiffs’ Counsel will spend after
16 May 21, 2025 briefing final approval of the Settlement, communicating with Settlement Class,
17 preparing for and attending the Final Approval hearing on August 1, 2025, and administering the
18 Settlement, assuming it is approved by the Court. Levis Decl., ¶ 46.

19 Plaintiffs’ Counsel’s billing rates are reasonable when compared with the prevailing market
20 rates. Plaintiffs’ Counsel hourly rates range from \$430 to \$1,650 for attorneys, and from \$250 to
21 \$395 for litigation staff. Levis Decl., ¶ 45, Ex. A; Scott Decl., ¶¶ 4, 8, Ex. A; Todzo Decl., ¶¶ 4,
22 10, Ex. A; Wood Decl., ¶ 4, Ex. A. These rates are consistent with rates approved in complex class
23 actions throughout this District. *See In re Volkswagen “Clean Diesel” Mktg., Sales Prac., &*
24 *Prods. Liab. Litig.*, No. 2672 CRB (JSC) 2017 WL 1047834, at *5 (N.D. Cal. Mar. 17, 2017)
25 (approving rates of \$275 to \$1600 for partners, \$150 to \$790 for associates, and \$80 to \$490 for
26 paralegals); *See Barrett v. Apple Inc.*, No. 5:20-CV-04812-EJD, 2025 WL 1002786 (N.D. Cal.
27 Apr. 3, 2025) (granting motion for attorneys’ fees where hourly rates charged by attorneys range
28 from \$500 to \$1,545); *In re JUUL Labs, Inc., Mktg., Sales Prac. & Prod. Liab. Litig.*, No. 19-md-

1 02913-WHO, 2023 WL 11820531, at *2 (N.D. Cal. Dec. 18, 2023) (approving rates ranging from
2 \$300 to \$1,050 for attorneys); *In re MacBook*, 2023 WL 3688452, at *15 (approving partner rates
3 up to \$1,195, associate rates up to \$850, \$425 for contract attorneys, and \$325 for paralegals);
4 *Ramirez v. TransUnion*, No. 12-cv-00632-JSC, 2022 WL 17722395, at *9 (N.D. Cal. Dec. 15,
5 2022) (finding hourly rates ranging from \$1,325 to \$455 to be “generally in line with rates
6 prevailing in this community for similar services by lawyers of reasonably comparable skill,
7 experience and reputation”); *In re Glumetza Antitrust Litig.*, No. C 19-05822 WHA, 2022 WL
8 327707, at *8 (N.D. Cal. Feb. 3, 2022) (approving attorney rates between \$300 and \$1,105); *In re*
9 *Google Location Hist. Litig.*, No. 5:18-cv-05062-EJD, 2024 WL 1975462, at *15 (N.D. Cal. May.
10 3, 2024) (approving hourly rates from \$550 to \$1,300 for partners, \$420 to \$710 for associates,
11 and \$535 for paralegals); *Harbour v. California Health & Wellness Plan*, No. 5:21-CV-03322-
12 EJD, 2024 WL 171192, at *8 (N.D. Cal. Jan. 16, 2024) (finding rates ranging from \$425 to \$1,200
13 to be reasonable in a data breach case).

14 The requested fee award would represent a lodestar multiplier of 1.62. Levis Decl., ¶ 42.
15 This multiplier is reasonable given (1) the complex, technical subject matter at issue; (2) the
16 qualified representation Plaintiffs’ Counsel provided throughout the litigation; (3) the exceptional
17 results obtained, resulting in a settlement that will provide significant monetary relief to those
18 consumers actually impacted by Apple’s alleged privacy violations; and (4) the substantial risks
19 Plaintiffs’ Counsel took on in representing Plaintiffs on a contingency fee basis, thereby risking
20 potential nonpayment. These risks were particularly magnified given Apple’s strong defense team
21 and the highly technical nature of the case. Further, the multiplier falls at or below the typical range
22 of reasonableness, and multipliers in this range have been previously been found to be appropriate.
23 *See, e.g., In re Wells Fargo & Co. S’holder Litig.*, 445 F. Supp. 3d 508, 532 (N.D. Cal. Apr. 7,
24 2020) (finding a 2.7 multiplier reasonable); *Rodman v. Safeway Inc.*, No. 11-cv-03003, 2018 WL
25 4030558, at *6 (N.D. Cal. Aug. 23, 2018) (finding a 1.7472 multiplier reasonable); *Bellinghausen*,
26 306 F.R.D. at 265 (finding a 1.49 multiplier reasonable); *In re Google Referrer Header Priv. Litig.*,
27 No. 5:10-CV-04809-EJD, 2023 WL 6812545, at *10 (N.D. Cal. Oct. 16, 2023) (approving
28 multiplier of 1.85 in an internet privacy case). Thus, a lodestar check also confirms that the

1 requested fees is reasonable and appropriate in light of the time and effort expended and the results
2 obtained.

3 **B. The Requested Expenses are Reasonable and Should be Reimbursed**

4 Class Counsel also requests reimbursement of \$916,125.83 in litigation expenses. Levis
5 Decl., ¶ 40, Ex. C; Scott Decl., ¶¶ 13-14, Exs. C, D; Todzo Decl., ¶ 13, Ex. C; Wood Decl., ¶ 13,
6 Ex. C. In common fund cases “[c]lass counsel is entitled to reimbursement of reasonable
7 expenses.” *In re Lidoderm*, 2018 WL 4620695, at *4 (quotation omitted); *see also Schneider v.*
8 *Chipotle Mexican Grill, Inc.*, 336 F.R.D. 588 (N.D. Cal. 2020) (“Class Counsel is entitled to
9 recover those out-of-pocket expenses that would normally be charged to a fee-paying client”).
10 “The prevailing view is that expenses are awarded in addition to the fee percentage.” *Williams v.*
11 *SuperShuttle Int’l, Inc.*, No. 12-CV-06493-WHO, 2015 WL 685994, at *2 (N.D. Cal. Feb. 12,
12 2015).

13 The requested reimbursement includes the costs to retain statistical, economic, and privacy
14 experts, and the mediator (\$615,811.55), accounting for 67% of the total expenses. Levis Decl., ¶
15 57. Other expenses include: transcript, court reporter and deposition fees (\$121,697.54); travel
16 (\$52,156.88); in-house copying charges (\$13,941.71); and document production and hosting costs
17 (\$69,960.63). *Id.*; *see also In re LendingClub Sec. Litig.*, No. 16 Civ. 02627, 2018 WL 4586669,
18 at *3 (N.D. Cal. Sept. 24, 2018) (expenses such as expert and consultant fees, court fees, travel
19 and lodging costs, legal research fees, and copying expenses were reasonable and recoverable).
20 Because expenses were reasonably incurred in the prosecution of this Lawsuit, Plaintiffs’ Counsel
21 respectfully requests that the Court fully reimburse these reasonably incurred expenses.

22 **C. The Requested Service Awards are Reasonable and Warranted**

23 Service awards are “fairly typical in class action cases.” *Rodriguez v. W. Publ’g Corp.*, 563
24 F.3d 948, 958 (9th Cir. 2009). They “are intended to compensate class representatives for work
25 done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the
26 action, and, sometimes, to recognize their willingness to act as a private attorney general.” *Id.* at
27 958-59. Put simply, they function as “payments to class representatives for their service to the
28 class in bringing the lawsuit.” *Radcliffe v. Experian Info. Sols., Inc.*, 715 F.3d 1157, 1163 (9th Cir.

1 2013). “It is well-established in [the Ninth Circuit] that named plaintiffs in a class action are
2 eligible for reasonable incentive payments.” *Wren v. RGIS Inventory Specialists*, No. 06-cv-05778
3 JCS, 2011 WL 1230826, at *31 (N.D. Cal. Apr. 1, 2011), supplemented, No. 06-cv05778 JCS,
4 2011 WL 1838562 (N.D. Cal. May 13, 2011).

5 Here, Plaintiffs Rodriguez, Pappas, and Yacubian request a Service Award of \$10,000
6 each. These Service Awards are fair, reasonable, and adequate. Each Plaintiff played a pivotal role
7 in litigating this case, as they reviewed pleadings and other filings, remained informed during all
8 stages of the litigation, responded to discovery, searched for and produced documents, sat for
9 depositions, and played an active role in approving the Settlement terms. *See* Declarations of
10 Fumiko Rodriguez, David Yacubian and John Troy Pappas. Throughout this Lawsuit, each ensured
11 the interests of Settlement Class Members were protected and, when considering the Settlement,
12 ensured that Settlement Class obtained meaningful relief. *Id.* The requested Service Awards are
13 also consistent with the Ninth Circuit practice. *See Barrett*, 2025 WL 1002786, at *4 (awarding
14 \$10,000 to each of the four class representatives, over Apple’s objections); *Katz-Lacabe v. Oracle*
15 *Am., Inc.*, No. 3:22-CV-04792-RS, 2024 WL 4804974, at *6 (N.D. Cal. Nov. 15, 2024) (finding
16 the requested service awards of \$10,000 each to class representatives is reasonable); *Gaston v.*
17 *FabFitFun, Inc.*, No. 2:20-CV-09534-RGK-E, 2021 WL 3362028, at *9 (C.D. Cal. Apr. 2, 2021)
18 (same); *Ozga v. U.S. Remodelers, Inc.*, No. C 09-05112 JSW, 2010 WL 3186971, at *3 (N.D. Cal.
19 Aug. 9, 2010) (J. White) (same). If the Court approves them, the total Service Awards will be
20 \$30,000 which is 0.03% of the Gross Settlement Amount, a ratio that falls well below the range of
21 what has been deemed to be reasonable. *See, e.g., In re Online DVD-Rental Antitrust Litigation*,
22 779 F.3d 934, 948 (9th Cir. 2015) (finding incentive awards which made up “a mere .17% of the
23 total settlement fund of \$27,250,000” reasonable).

24 **III. CONCLUSION**

25 For the reasons stated above, Plaintiffs respectfully request that the Court (1) approve
26 Plaintiffs’ Counsel’s request for attorneys’ fees in the amount of \$28,500,000 (30% of
27 \$95,000,000) and expenses of \$916,125.83; and (2) approve Service Awards to Plaintiffs
28 Rodriguez, Pappas, and Yacubian in the amount of \$10,000 each, totaling \$30,000.

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Dated: May 28, 2025

Respectfully submitted,

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CERTIFICATE OF SERVICE

I, Christian Levis, certify that on May 28, 2025 the foregoing document entitled PLAINTIFFS’ COUNSEL’S MOTION FOR ATTORNEYS’ FEES AND EXPENSES AND PLAINTIFFS’ APPLICATION FOR SERVICE AWARDS 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/ Christian Levis
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15 *Counsel for Plaintiffs*

16 **UNITED STATES DISTRICT COURT**
17 **NORTHERN DISTRICT OF CALIFORNIA**
18 **OAKLAND DIVISION**

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

22 Plaintiffs,

23 v.

24 APPLE INC.,

25 Defendant.

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

**DECLARATION OF CHRISTIAN
LEVIS IN SUPPORT OF PLAINTIFFS'
COUNSEL'S MOTION FOR
ATTORNEYS' FEES AND EXPENSES
AND PLAINTIFFS' APPLICATION
FOR SERVICE AWARDS**

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

1 I, Christian Levis, declare under penalty of perjury pursuant to 28 U.S.C. § 1746 as follows:

2 1. I am an attorney duly licensed to practice before the courts of the States of New
3 York and New Jersey and admitted *pro hac vice* before this Court. I am a partner with the law firm
4 Lowey Dannenberg, P.C. (“Lowey”) and counsel of record for Plaintiffs Fumiko Rodriguez
5 (formerly known as Fumiko Lopez) (“Rodriguez”), individually and as guardian of A.L., John
6 Troy Pappas (“Pappas”), and David Yacubian (“Yacubian” and collectively with Rodriguez and
7 Pappas, “Plaintiffs”). I submit this declaration in support of Plaintiffs’ Counsel’s Motion for
8 Attorneys’ Fees and Expenses and Plaintiffs’ Application for Service Awards (“Fee and Expense
9 Application”) filed concurrently herewith. I have personal knowledge of the matters stated herein
10 and, if called upon, I could and would competently testify thereto.

11 2. At all times relevant hereto, Lowey served as counsel for Plaintiffs and the
12 proposed Settlement Class for purposes of the Settlement in the above-captioned action (the
13 “Lawsuit”). In addition, Erin Green Comite of Scott+Scott Attorneys at Law LLP (“Scott+Scott”)
14 and I have been appointed Class Counsel for the Settlement Class in this Lawsuit. ECF No. 341 at

15 1. Unless otherwise defined, capitalized terms herein have the same meaning as in the Settlement
16 Agreement between Plaintiffs and Apple. *See* ECF No. 336-2.

17 3. The statements herein are true to the best of my personal knowledge, information,
18 and belief based on the books and records of Lowey and information received from Lowey
19 attorneys and staff.

20 **I. The Settlement**

21 4. The Settlement provides that Apple will pay a total of \$95,000,000 (the “Gross
22 Settlement Amount”) to create a non-reversionary settlement fund for the benefit of the Settlement
23 Class and certain non-monetary injunctive relief in the form of permanent deletion of Siri audio
24 recordings obtained prior to October 2019 and clearer disclosures relating to its data collection
25 practices as it relates to Siri. The Settlement provides the Settlement Class with a substantial and
26 certain recovery and reduces the risk, expense, and delay associated with further prosecuting the
27 Lawsuit, including the risk that the Settlement Class would achieve less than the amount gained
28 through the Settlement or nothing at all after years of further litigation and a trial on the merits.

1 5. The Settlement was the product of arm’s length negotiations among highly
2 experienced counsel and under the guidance of a respected mediator, Mr. Fouad Kurdi. Mr.
3 Kurdi’s qualifications are available at <https://resolutionsllc.com/fouad-kurdi/>. The Parties did not
4 begin discussing settlement until after almost three years of discovery had taken place.
5 Accordingly, Plaintiffs and Plaintiffs’ Counsel had a thorough understanding of the strengths and
6 weaknesses of the claims asserted in the Lawsuit at the time they reached the Settlement.

7 6. Plaintiffs’ Counsel believe the requested attorneys’ fee award is reasonable based
8 on Plaintiffs’ Counsel’s efforts, the risk they undertook by litigating this case for more than six
9 years on a fully contingent basis, the complexity and magnitude of the case, and the results they
10 achieved. The requested payment for litigation expenses should also be approved because the
11 expenses were reasonably and necessarily incurred during the prosecution of the Lawsuit. In
12 addition, Plaintiffs Rodriguez, Pappas, and Yacubian request Service Awards of \$10,000 each for
13 their time and effort in this Lawsuit.

14 7. Section II of this Declaration describes Plaintiffs’ Counsel’s work to prosecute this
15 Lawsuit from its inception, including the negotiations with Apple that directly led to the
16 Settlement. Section III sets forth Lowey’s total fee-compensable hours invested in prosecuting the
17 Lawsuit and the lodestar value of that work, Lowey’s litigation costs and expenses incurred since
18 inception to prosecute the Lawsuit, and a summary of the hours, lodestar and expenses of all
19 Plaintiffs’ Counsel.

20 **II. Plaintiffs’ Counsel’s Work on Behalf of Plaintiffs and the Settlement Class**

21 **a. Plaintiffs’ Counsel’s Investigation and Pleadings**

22 8. The factual background of this case is reiterated in detail several times in the
23 pleadings and motions filed on the docket. *See, e.g.*, Second Amended Class Action Complaint
24 (“SAC”), ECF No. 70. A summary of certain facts as it relates to the initiation of this action is
25 included below.

26 9. On July 26, 2019, *The Guardian* published an article alleging that Siri activated and
27 recorded audio of millions of people’s private conversations when users did not say “Hey Siri,”
28 and Apple allegedly disclosed these recordings to third party human reviewers who listened to and

1 transcribed the audio as part of an effort improve Siri and Apple’s speech technology.

2 10. Shortly after the news, Plaintiffs’ Counsel began their investigation into the conduct
3 reflected by that report, which involved independently examining the factual bases for *The*
4 *Guardian*’s claims and conducting legal research on the applicable federal and state privacy laws
5 that may have been violated. This was a multi-phased investigation, including a review of public
6 information and Apple’s privacy policies, and conversations with confidential witnesses and
7 consumers whose accounts of unintended recording corroborated the article. Plaintiffs’ Counsel
8 devoted significant attorney time into investigating and verifying these allegations and preparing
9 the complaint. Plaintiffs filed their first complaint on behalf of Plaintiff Rodriguez, individually
10 and as guardian for A.L., and the putative class on August 7, 2019. ECF No. 1. Plaintiffs’ Counsel
11 continued their investigation and filed an amended complaint on November 7, 2019, bringing eight
12 claims and adding allegations based on Plaintiffs’ Counsel’s further investigation and interviews
13 with putative class members to further substantiate the claims. ECF No. 48.

14 11. Apple filed its first motion to dismiss on December 20, 2019. At this time, there
15 were substantial risks in pursuing the Lawsuit. For example, there were questions whether: (a)
16 Plaintiffs would prevail on the privacy claims; (b) the alleged interception and dissemination
17 would be deemed plausible enough to withstand a motion to dismiss; and (c) the Court would find
18 that Plaintiffs have Article III standing. Plaintiffs’ Counsel spent a substantial amount of time
19 developing a detailed response to Apple’s motion, including conducting further research on federal
20 and state privacy laws and drafting their 20-page opposition brief. ECF No. 55. On February 10,
21 2021, the Court granted Apple’s motion to dismiss with leave to amend. ECF No. 65. In its
22 analysis, the Court found, that while Plaintiffs plausibly alleged most elements of their claims,
23 Plaintiffs should bolster their allegations relating to confidentiality, reliance, and their own
24 experiences with Siri. *Id.*

25 12. Plaintiffs’ Counsel devoted significant resources to address the issues identified in
26 the Court’s order. The subject matter of the Lawsuit was highly technical and hinged on Apple’s
27 proprietary technology for which very little information was available in the public domain.
28 Bringing legal claims based on such novel technology was also unprecedented, uncertain, and full

1 of risks. For example, at the time, there was only one other court that has considered the application
2 of the Federal Wiretap Act to voice assistants. Addressing these challenges required extensive
3 legal research and planning among Plaintiffs' Counsel. After five weeks, on March 17, 2022,
4 Plaintiffs filed a 44-page SAC which included two additional Plaintiffs—Pappas and Yacubian—
5 and further support for their claims, including by pleading specific instances where Apple
6 allegedly recorded Plaintiffs' confidential communications without their consent. ECF No. 70. I
7 understand from my co-counsel that they each spent significant time collecting information from
8 these Plaintiffs, including in-depth conversations to understand their experiences with Siri and the
9 injury they suffered as a result. The SAC specifically alleged facts supporting Plaintiffs'
10 experience with Siri, its unwarranted activation, and examples of targeted advertising after having
11 confidential conversations in the presence of Siri.

12 13. After another round of briefing, on September 2, 2021, the Court granted in part
13 and denied in part Apple's motion to dismiss the SAC, sustaining Plaintiffs' claims for violation
14 of the Federal Wiretap Act, 18 U.S.C. § 2510, *et seq.* ("Wiretap Act") and the California Invasion
15 of Privacy Act, § 632 ("CIPA"), intrusion upon seclusion, invasion of privacy under Article I,
16 Section 1 of the California Constitution, breach of contract, and for declaratory and other equitable
17 relief under the Declaratory Judgment Act, 28 U.S.C. § 2201. The Court dismissed Plaintiffs'
18 Unfair Competition Law ("UCL") claim. ECF No. 77.

19 14. Even after the motion to dismiss, considerable risks remained in pursuing this
20 Lawsuit. Given the novel claims and untested areas of law, Plaintiffs faced risks related to class
21 certification, including presenting a damages model that would withstand Apple's challenges at
22 class certification. Expert analysis in support of Plaintiffs' motion for class certification would
23 have been contested by Apple, likely resulting in *Daubert* motions and a potential battle of the
24 experts if the case proceeded. Even after a successful class certification, the risk would remain that
25 the case could be dismissed at summary judgment or by a defense verdict at trial.

26 15. Plaintiffs' Counsel, and in particular Class Counsel, bore significant financial risks
27 and devoted substantial resources, including a team of 24 attorneys, to navigate the risks of the
28 Lawsuit and to prepare a case that would have the best opportunity to ultimately achieve recovery

1 for Settlement Class Members. As is evident from the lodestar and expenses described *infra*,
2 Plaintiffs' Counsel made a calculated decision to invest the time and money necessary to achieve
3 the best possible outcome for the Settlement Class while litigating against one of the largest
4 corporations in the world, without any guarantee of recovery.

5 **b. Discovery Practice**

6 16. This litigation involved, extensive, thorough, and hard-fought discovery. Class
7 Counsel drafted, propounded, and responded to discovery requests and engaged in frequent and
8 lengthy negotiations concerning the sufficiency and/or validity of Apple's discovery responses,
9 objections, document production, and deposition testimony. These efforts included protracted
10 discussions over initial custodians and search terms, followed by the negotiation of additional
11 custodians and search terms, as well as negotiation of an ESI Protocol and Protective Order to
12 govern discovery. Discovery in this matter was highly contested at all phases and included the
13 submission of multiple discovery disputes to Magistrate Judge Sallie Kim, resulting in, among
14 other things, an order granting Plaintiffs' motion for sanctions.

15 17. Apple served Plaintiffs with one set of document requests and one set of
16 interrogatories, which each Plaintiff responded to. Plaintiffs also each sat for a deposition. *See*
17 Declaration of Fumiko Rodriguez ("Rodriguez Decl."); Declaration of David Yacubian
18 ("Yacubian Decl."); Declaration of John Troy Pappas ("Pappas Decl.").

19 18. Plaintiffs, in total, served 33 document requests and 28 interrogatories on Apple. In
20 response to these document requests, Apple produced more than 102,000 documents from its
21 custodians totaling over 3,020,000 pages. Plaintiffs also served twelve third-party subpoenas to
22 eleven audio data and transcription vendors as well as Apple's external auditor, Ernst & Young.
23 After several meet and confers and letter and e-mail exchanges, these third parties produced more
24 than 1,500 pages of documents. The review of these documents required months of time and close
25 coordination with Plaintiffs' experts.

26 19. As a result, the discovery and document review in this Lawsuit were extensive.
27 Plaintiffs retained four consulting and testifying experts to assist with fact discovery and prepare
28 expert reports. At least 13 attorneys were tasked with document review to analyze the technical

1 documents, identify responsive and relevant documents, and participate in weekly calls to discuss
2 discovery-related issues and findings and identify key witnesses and departments within Apple for
3 depositions. Building a case with this level of complexity was extremely time consuming,
4 requiring attorneys to link issues and concepts across multiple documents and structured data sets
5 to develop an understanding of the technological concepts and core functionalities within Apple
6 that relate to Siri functionality. This core team was also pivotal in identifying documents to be
7 used as exhibits in depositions, selecting evidence to support the class certification, and drafting
8 issue memoranda that were essential for drafting Plaintiffs' motion for class certification. Class
9 Counsel's analysis of these documents, in turn, informed expert analysis, follow-up discovery, and
10 settlement discussions.

11 20. The team collaborated closely to exchange insights on critical aspects of the case,
12 including Apple's internal handling and discussion of False Accepts. By the time the Settlement
13 was reached, Plaintiffs had gained a deep understanding of how Apple's systems relating to Siri
14 functioned and had already begun work on their class certification motion.

15 21. Throughout the process of obtaining discovery from Apple, the Parties exchanged
16 more than 60 letters and conducted over 100 meet and confers to negotiate various discovery
17 disputes that ranged from custodians, to search terms, the Protective Order and ESI Protocol,
18 documents relevant to the False Accepts, Apple's Siri technology, and financial documents.
19 Discovery was hotly contested. The Parties briefed ten discovery disputes and prepared for at least
20 seven separate hearings before Magistrate Judge Kim, submitting over 150 pages of briefs to
21 address more than ten significant discovery disputes. The disputed issues included contests over
22 the production of certain categories of documents, the number of depositions that could be taken,
23 and the application of protective orders. Magistrate Judge Kim issued 18 discovery dispute-related
24 orders.

25 22. Some of the major discovery disputes between the Parties required multiple rounds
26 of briefing and oral arguments. One dispute related to the number, percentages, and frequency of
27 False Accepts. After numerous meet-and-confers and after Apple failed to produce responsive
28 documents, the Parties filed a joint discovery dispute letter with the Court. ECF No. 141. Plaintiffs

1 sought a sampling methodology where Apple could produce Siri recordings, transcripts, and
2 associated data throughout the Class Period, which would allow Plaintiffs to estimate the number
3 of False Accepts. Apple contested the production of data and later proposed its own sampling
4 methodology to produce the relevant data. The Parties continued to negotiate the sampling
5 proposal throughout November and December 2023, providing status updates to the Court. *See*
6 ECF Nos. 166, 173. These negotiations required significant attorney time as well as assistance
7 from Plaintiffs' experts.

8 23. On January 26, 2024, the Parties filed competing sampling proposals and briefed
9 the dispute before Magistrate Judge Kim. ECF Nos. 184, 188. On January 29, 2024, Magistrate
10 Judge Kim held a hearing and sought responses to certain questions. Both Parties filed a brief
11 answering the Court's questions and arguing in favor of their sampling proposals. *See* ECF Nos.
12 197, 198. The Court, on February 5, 2024, ordered production of the sampling data, which required
13 Apple to produce 180 hours of Siri audio and up to approximately 500,000 Siri requests as well as
14 to allow Class Counsel to review Apple's human grading software in person. ECF No. 202. This
15 discovery dispute itself yielded more than 200 pages of briefing and exhibits and multiple hearings
16 before Magistrate Judge Kim.

17 24. In another discovery dispute, Plaintiffs sought documents relating to the financial
18 benefit that Apple derives out of the Siri functionality as well as a Rule 30(b)(6) deposition on the
19 same topic. Plaintiffs propounded document requests that specifically sought budget and other
20 finance documents from Apple. Because Apple resisted this discovery, Plaintiffs were compelled
21 to file a discovery dispute letter, seeking financial and budget related documents. The Court then
22 held a hearing on October 16, 2023 but declined to rule on Plaintiffs' dispute pending the Rule
23 30(b)(6) deposition on the same topic.

24 25. After receiving the Rule 30(b)(6) deposition notice, Apple failed to designate and
25 produce a corporate witness for the financial topic. In response, Plaintiffs filed a joint discovery
26 dispute letter to compel a Rule 30(b)(6) deposition. ECF No. 172-2 at 7-9. The Court, after hearing
27 arguments on January 29, 2024, issued an order on February 5, 2024, granting Plaintiffs' request.
28 ECF No. 202. This dispute required numerous hours to meet and confer with Apple, follow up on

1 the various discussions, draft the joint letter brief, and prepare for the argument.

2 26. Apart from the discovery disputes, Plaintiffs' Counsel also spent thousands of hours
3 noticing, negotiating, and taking depositions. Plaintiffs took eleven depositions pursuant to Rule
4 30(b)(6) and Rule 30(b)(1) as well as one third-party deposition. The total deposition time
5 exceeded 80 hours. Class Counsel took most of these depositions in person, traveling to the offices
6 of DLA Piper in San Francisco. The depositions were adversarial, with counsel from both sides
7 vigorously advocating for their respective clients. Many times, Class Counsel accommodated
8 deposition dates and times proposed by Apple, including conducting depositions on weekends or
9 late into the evening. Plaintiffs' Counsel also spent hours preparing and defending Plaintiffs at
10 their depositions.

11 **c. Sanctions Motion**

12 27. At the tail end of the discovery period and in the context of negotiating the sampling
13 proposal, on November 10, 2023, Plaintiffs learned that Apple did not preserve the data and
14 continuously deleted millions of class members' records—records that consisted of class
15 members' interactions with Siri (*i.e.*, audio recordings) and transcripts, including those as a result
16 of False Accepts. Apple also implemented a new retention policy *after* the filing of the Lawsuit
17 that purged all incoming audio. Class Counsel contended that Apple's failure to adequately
18 preserve this evidence resulted in spoliation of crucial Siri audio recordings and transcripts that
19 were at the center of the Lawsuit.

20 28. Class Counsel conducted extensive legal research on the controlling law regarding
21 sanctions and spent hundreds of hours researching the various remedies available to Plaintiffs due
22 to Apple's failure to preserve evidence and preparing their motion for sanctions. To remedy the
23 prejudice, on March 8, 2024, Plaintiffs filed a motion for sanctions under Rule 37(e)(1)-(2),
24 seeking evidentiary sanctions: (1) precluding Apple from introducing evidence about the data it
25 destroyed; (2) precluding Apple from relying on the absence of the data it destroyed in challenging
26 class certification, Plaintiffs' damages expert, or in moving for summary judgment; (3) permitting
27 Plaintiffs to introduce evidence that Apple destroyed class member data; and (4) instructing the
28 jury that they must presume that the evidence Apple destroyed would be unfavorable to Apple.

1 See ECF No. 233, 244. Apple fiercely contested Plaintiffs’ sanctions motion and filed an
2 opposition on March 29, 2024. ECF No. 249. On April 11, 2024, Magistrate Judge Kim set a
3 hearing on Plaintiffs’ motion for sanctions for April 15, 2024. Class Counsel then spent additional
4 hours preparing for the oral argument. The sanctions hearing lasted for an hour, with each side
5 vehemently arguing in favor of their respective positions.

6 29. Shortly thereafter, on April 23, 2024, Magistrate Judge Kim ordered the Parties to
7 file supplemental briefing, requiring responses to six specific questions. ECF No. 259. Plaintiffs
8 immediately began preparing the responses, which required many additional hours of legal
9 research as well as reviews of documents produced by Apple. Some of the questions posed by the
10 Court were technical and required an in-depth understanding of Apple’s technology and the
11 assistance of Plaintiffs’ experts. Plaintiffs filed their 15-page response to the order requiring
12 supplemental briefing and also attached 32 exhibits in support. ECF No. 271. Apple also filed its
13 response to the supplemental briefing, and Plaintiffs thereafter spent many hours reviewing
14 Apple’s supplemental response.

15 30. On May 31, 2024, Magistrate Judge Kim granted Plaintiffs’ motion for sanctions
16 and found that Apple had a “duty to preserve relevant evidence.” ECF No. 311 at 10. The sanctions
17 order precluded Apple from “affirmatively arguing or otherwise using Plaintiffs’ failure to make
18 certain showings that they could have made if they had access to the deleted Siri data” and
19 prevented Apple from “introduc[ing] evidence about the data it destroyed or [relying] on the
20 absence of the data it destroyed in challenging class certification, Plaintiffs’ damages expert, in
21 moving for summary judgment, or at trial.” ECF No. 311 at 15.

22 31. On June 14, 2024, Apple filed a motion for leave to file a motion for reconsideration
23 of the sanctions order, which the Court granted on June 17, 2024. Class Counsel spent more hours
24 reviewing Apple’s motion and the various grounds for reconsideration. On July 3, 2024, after
25 conducting additional hours of legal and factual research, Plaintiffs filed their 15-page opposition
26 and 14 exhibits to respond to Apple’s motion for reconsideration. Apple thereafter filed its reply
27 on July 10, 2024, which Class Counsel thoroughly reviewed. Class Counsel thereafter began
28 preparing for an oral argument scheduled for July 29, 2024. But on July 26, 2024, the Court vacated

1 the hearing and issued a written ruling denying Apple’s motion for reconsideration of the sanctions
2 order. ECF No. 319.

3 32. Overall, Plaintiffs’ sanctions motion involved three rounds of briefing—and the
4 commensurate time and labor on the part of Class Counsel to draft those papers, consult experts,
5 and prepare for two oral arguments—to address Apple’s arguments and to persuasively make
6 arguments in favor of sanctions.

7 33. On August 9, 2024, Apple filed a motion for relief from the non-dispositive pretrial
8 order of Magistrate Judge Kim, seeking to have Judge White set aside Magistrate Judge Kim’s
9 sanctions order. ECF No. 327. During the same time, however, the Parties started their settlement
10 negotiations. To facilitate these discussions, the Parties filed a joint stipulation continuing the
11 deadlines to complete the briefing on Apple’s motion. *See* ECF Nos. 330, 334.

12 **d. Preparation for Filing Plaintiffs’ Motion for Class Certification and Expert**
13 **Reports in Support of Class Certification**

14 34. Class Counsel were in the midst of finalizing Plaintiffs’ class certification motion
15 as well as their opening class certification expert reports immediately prior to agreeing to stay the
16 case deadlines to pursue a negotiated resolution of the Lawsuit.

17 35. During the discovery phase of the Lawsuit, Class Counsel extensively researched
18 the viability of certifying Wiretap Act, privacy, and breach of contract classes to inform the nature
19 of the discovery Plaintiffs would need to obtain to achieve ascertainable and certifiable classes.
20 Class Counsel also took great care in developing class definitions, meeting repeatedly to discuss
21 how to account for information learned in discovery, including spending dozens of hours
22 conducting a thorough review of testimony and key documents from Apple and third-party
23 productions in support of their class certification motion.

24 36. Due to the highly sophisticated nature of Apple’s technology and audio data, Class
25 Counsel consulted with several privacy, statistical, and damages experts to interpret and synthesize
26 the documents and data that Apple and third parties produced in discovery.

27 37. Class Counsel held many telephonic meetings with their statistical, privacy, and
28 damages experts in preparation of their opening class certification expert reports and worked

1 closely with these experts to provide the best expert evidence in support of Plaintiffs' case. Class
2 Counsel and the experts spent many hours understanding the technical documents and regularly
3 discussed their findings. Informed by these discussions and using the discovery, Plaintiffs'
4 damages expert developed a robust damages model and worked closely with Class Counsel to
5 document that methodology in expert reports.

6 **e. Settlement Negotiations**

7 38. Settlement negotiations with Apple began in August 2024 and continued over
8 several months, until the Settlement Agreement was executed on December 31, 2024. The Parties
9 engaged Mr. Kurdi to help the Parties negotiate a resolution. The Parties scheduled an in-person
10 mediation for October 1, 2024, at the San Francisco offices of Morrison & Foerster. Prior to the
11 mediation, each side exchanged detailed mediation statements. During the mediation, each side
12 presented their views on the strengths and weaknesses of the case. Apple denied any liability and
13 maintained that it had meritorious defenses to the claims brought against it. The Parties had
14 extensive discussion over the material terms of any settlement, including the settlement amount,
15 injunctive relief to be provided by Apple, the release, and the circumstances under which the
16 Parties may terminate the settlement.

17 39. Following the in-person mediation, the Parties had numerous additional settlement-
18 related phone calls over the following weeks and exchanged a draft of a term sheet. The Parties
19 continued their discussions and reached an agreement in principle to settle the Lawsuit on
20 December 18, 2024. After several additional days of negotiations, the Parties finalized and
21 executed the Settlement Agreement on December 31, 2024. On the same day, December 31, 2024,
22 Plaintiffs filed a motion for preliminary approval of the proposed class action settlement with
23 Apple. ECF No. 336. On February 10, 2025, the Court issued an Order preliminarily approving
24 Plaintiffs' Settlement with Apple. ECF No. 341.

25 **III. Plaintiffs' Counsel Request for Attorney Fees and Expenses and Plaintiffs'
26 Application for Service Awards**

27 40. In accordance with the Class Notice, Plaintiffs' Counsel request for an attorneys'
28 fee award of no more than 30% of the Gross Settlement Amount (\$28,500,000), \$916,125.83 as

1 reimbursement for litigation expenses, and interest on such attorneys' fees and litigation costs and
2 expenses for the same time period and at the same rate as earned by the Gross Settlement Amount
3 until paid.

4 41. Plaintiffs' Counsel believe the requested attorneys' fee award is reasonable based
5 on, among other things, Plaintiffs' Counsel's extensive efforts, the risk they undertook, and the
6 results they achieved, as described above.

7 42. In further support of Plaintiffs' Counsel's Fee and Expense Application, all
8 Plaintiffs' Counsel have submitted declarations summarizing the hours worked and corresponding
9 lodestar, as well as the expenses incurred in prosecuting this Lawsuit. *See infra; see also*
10 Declaration of Daryl F. Scott of Scott + Scott Attorneys at Law LLP ("Scott Decl."); Declaration
11 of Mark Todzo of Lexington Law Group ("Todzo Decl."); Declaration of Edward K. Wood of
12 Wood Law Firm ("Wood Decl."), simultaneously filed herewith. The requested fee of \$28,500,000
13 represents a multiplier of 1.62 based on the total lodestar for all Plaintiffs' Counsel of
14 \$17,562,928.50. Each firm's declaration includes a schedule that summarizes the hours and
15 lodestar of the firm from inception of this Lawsuit to May 21, 2025.

16 43. The schedules attached as **Exhibits A** and **B** to this Declaration summarize
17 Lowey's hours and lodestar from inception of the Lawsuit to May 21, 2025, including a breakdown
18 of hours by category of work.

19 44. Lodestar calculations for the time incurred are based on each firm's current hourly
20 rates and were prepared based upon daily time records maintained by attorneys and professional
21 support staff at the firm. Lodestar figures do not include charges for expense items.

22 45. I understand that each firm reviewed their time records to confirm both the accuracy
23 of the entries as well as the necessity for and reasonableness of the time expended in this litigation.
24 *See* Scott Decl.; Todzo Decl.; Wood Decl. As a result of this review, certain reductions were made
25 to time and lodestar either in the exercise of billing judgment or to conform with the firm's practice.
26 Time spent by (a) attorneys and staff of Class Counsel who worked fewer than 20 hours on the
27 case and (b) attorneys and staff of the remaining Plaintiffs' Counsel who worked fewer than 10
28 hours on the case has been omitted from the lodestar calculation. The billing rate for document

1 review has been conservatively capped at \$425.

2 46. I understand that each firm's time, including Lowey's time, does not include the
3 hours Plaintiffs' Counsel will spend preparing this Fee and Expense Application, briefing the
4 motion for final approval of the Settlement after May 21, 2025, communicating with Settlement
5 Class after May 21, 2025, preparing for and attending the Final Approval Hearing on August 1,
6 2025, and administering the Settlement, assuming it is approved by the Court. *See* Scott Decl.;
7 Todzo Decl.; Wood Decl.

8 47. The hourly rates for Lowey attorneys and other professional support staff are the
9 same as the usual and customary hourly rates used for their services in contingent and non-
10 contingent matters and have been approved by other courts in similar matters and comparative to
11 the prevailing market rates. *See e.g., Fund Liquidation Holdings LLC v. UBS*, No. 1:15-cv-05844
12 (S.D.N.Y.), ECF No. 758 (May 6, 2024) (application reporting rates between \$1,500 for partners
13 and \$300 for associates), ECF Nos. 768-769 (June 18, 2024) (granting final approval and fees); *In*
14 *re European Government Bonds Antitrust Litig.*, No. 1:19-cv-2601 (S.D.N.Y.), ECF No. 423-3
15 (October 30, 2023) (application including attorney rates ranging from \$365 to \$1,395), ECF No.
16 487 (April 19, 2024) (approving attorneys' fees); *Hozza v. PrimoHoagies Franchising, Inc.*, No.
17 1:20-cv-04966 (D.N.J.), ECF No. 61 (November 10, 2022) (data breach class action; application
18 reporting rates between \$1,015 for partners and \$430 for associates), ECF Nos. 70-71 (March 23,
19 2023) (granting final approval and fees); *see also Barrett v. Apple, Inc.*, No. 5:20-cv-04812-EJD
20 (N.D. Cal. Apr. 3, 2015), ECF No. 296 (granting motion for attorneys' fees where hourly rates
21 charged by attorneys ranged from \$500 to \$1,545). I understand from co-counsel that, similarly,
22 the hourly rates reflected in their declarations are the usual and customary hourly rates used for
23 their services. *See* Scott Decl.; Todzo Decl.; Wood Decl.

24 48. For personnel no longer employed by Lowey, the lodestar calculation is based on
25 the billing rates for such personnel in his or her final year of employment. The total lodestar does
26 not include charges for expense items.

27 49. From my office, Margaret MacLean, Andrea Farah, and I spearheaded this Lawsuit.
28 I was involved at nearly every aspect of the litigation, providing overall litigation strategy and

1 analysis concerning motion practice, discovery, class certification issues and leading settlement
2 negotiations with Apple. I was extensively involved in identifying the claims, opposing Apple's
3 motion to dismiss and regularly discussed Plaintiffs' discovery strategy. Ms. MacLean and I
4 assisted with opposition to Apple's motion to dismiss as well as drafting and providing edits to
5 various joint discovery disputes letters along with Ms. Farah. Ms. MacLean, Ms. Farah and I also
6 participated in the settlement negotiations, including attending the in-person mediation in San
7 Francisco. Ms. Farah and Ms. Comite from Scott+Scott led Plaintiffs' discovery efforts, including
8 propounding and responding to discovery requests and leading the meet and confers with Apple,
9 most of which were highly contentious. Ms. Farah also conducted most of the depositions in this
10 case, which required days of preparation each time as well as travel time to San Francisco. Ms.
11 MacLean, Ms. Farah and I also spent many hours discussing the various remedies to cure the
12 prejudice from Apple's spoliation, eventually bringing a successful sanctions motion. We spent
13 many hours drafting the sanctions motion and preparing for the argument before Magistrate Judge
14 Kim. Associates Sylvie Bourassa and John D'Amico were Lowey's dedicated document reviewers
15 who spent thousands of hours identifying relevant documents and maintaining a glossary of all
16 technical terms. Additionally, Associates Radhika Gupta and Alesandra Greco helped with day-
17 to-day litigation related tasks. Ms. Greco assisted in second level document review, legal research
18 for various briefs, and deposition preparation. Ms. Gupta also assisted in the analysis of document
19 productions, drafting of discovery responses, legal research for various briefs, and deposition
20 preparation including attending several in-person depositions. Ms. Gupta also assisted with
21 settlement related work, including drafting documents for the preliminary approval motion.
22 Exhibit B to this Declaration details the time spent on various categories of tasks by Lowey
23 attorneys and staff.

24 50. The total time for which Lowey is requesting an award of legal fees is 11,794 hours.
25 The total lodestar value of these professional services is \$9,487,655.

26 51. The following chart summarizes the aggregate hours and lodestar of Plaintiffs'
27 Counsel from inception of this case through May 21, 2025, as set forth in more detail in each firm's
28 declaration:

Firm Name	Hours	Lodestar
Lowey Dannenberg, P.C.	11,794.0	\$9,487,655.00
Scott + Scott Attorneys at Law	9,655.9	\$7,539,391.50
Lexington Law Group	662.10	\$462,142.00
Wood Law Firm	118.00	\$73,740.00
TOTAL:	22,240.00	\$17,562,928.50

52. The requested payment for litigation expenses should also be approved because the expenses were reasonably and necessarily incurred in the prosecution of the Lawsuit.

53. Attached as Exhibit C is a schedule of Lowey's expenses reasonably incurred in connection with this litigation for which reimbursement is requested. Expense items are billed separately, and such charges are not duplicated in the firm's current billing rates. Further, expense items do not contain any general overhead costs, and do not contain a surcharge over the amount paid to the corresponding vendor(s). The expenses items do not include Lowey's contributions to the litigation fund established for this case and held by Scott+Scott. The details of the expenses paid from the litigation fund are described in the Scott Decl.

54. As detailed and categorized in **Exhibit C**, Lowey incurred a total of \$228,615.24 in expenses from inception through May 21, 2025. The schedule is based upon expense records recorded in Lowey's books and records. These books and records are prepared from expense vouchers, check records, receipts, and other source materials.

55. The Scott Decl., Todzo Decl., and Wood Decl. accompanying this Fee and Expense Application also include each firm's costs and expenses by category for the period of case inception through May 21, 2025. Similarly for those declaration, I understand that the expense items are billed separately, and such charges are not duplicated in the firm's current billing rates. Further, expense items do not contain any general overhead costs and do not contain a surcharge over the amount the firm paid the respective vendor.

56. Plaintiffs' Counsel seek a reimbursement of total expenses in the amount of \$916,125.83, plus interest at the same rate as earned by the Gross Settlement Amount.

1 57. The total combined expenses of Plaintiffs' Counsel are as follows:

Expense Categories	Cumulative Expenses
Travel - Airfare, Lodging, Meals, Taxi	\$52,156.88
Computer Research, Databases & Docket	\$23,714.95
Court Transcripts/Court Reporter Fees	\$121,697.54
Conferences, Meetings, Telephone, & Telecopier	\$1,647.39
Document Production, Review, IT and Maintenance	\$69,960.63
Mediation, Professional, Consulting, or Expert Fees	\$615,811.55
In-House Copying	\$13,941.71
Postage, Mailing, FedEx, UPS, Fares & Messengers	\$2,525.43
Service and Filing Fees	\$13,363.80
Outside Copying	\$581.80
Bank Fees	\$724.15
TOTAL	\$916,125.83

15
16 58. Plaintiffs Rodriguez, Yacubian and Pappas have been actively involved in
17 analyzing the risks of prosecution and observed first-hand the skillfulness of Plaintiffs' Counsel's
18 efforts to prosecute the claims. Based upon all Plaintiffs' Counsel's work and the result achieved,
19 Plaintiffs affirmatively support Plaintiffs' Counsel's application for reimbursement of attorneys'
20 fees and expenses in an amount approved by the Court that is fair and reasonable and accounts for
21 the uncertainty of the recovery and the considerable time and effort spent by Plaintiffs' Counsel in
22 prosecuting this action. *See* Rodriguez Decl.; Yacubian Decl.; Pappas Decl.

23 59. In addition, Plaintiffs request Service Awards of \$10,000 each (\$30,000 total),
24 which Plaintiffs' Counsel believe are reasonable given the time and effort expended by the
25 Plaintiffs. *See* Rodriguez Decl.; Yacubian Decl.; Pappas Decl. The Class Notice informed
26 Settlement Class that Plaintiffs may seek Service Awards of \$10,000 each, totaling no more than
27 \$30,000.

EXHIBIT A – Lowey Dannenberg, P.C. – Lodestar and Hours

Attorneys	Role	Total Hours	Hourly Rate	Total Lodestar
Geoffrey Horn	(S)	45.50	\$1,650.00	\$75,075.00
Vincent Briganti	(S)	352.20	\$1,650.00	\$581,130.00
Christian Levis	(P)	365.20	\$1,295.00	\$472,934.00
Margaret MacLean	(P)	558.80	\$1,295.00	\$723,646.00
Sitso Bediako	(P)	138.90	\$1,295.00	\$179,875.50
Andrea Farah	(SA)	2,416.70	\$1,150.00	\$2,779,205.00
Noelle Forde	(SA)	104.70	\$925.00	\$96,847.50
Amanda Fiorilla	(SA)	49.60	\$830.00	\$41,168.00
John D'Amico*	(SA)	1,473.90	\$434.59	\$640,542.00
Nicole Maruzzi	(SA)	30.10	\$830.00	\$24,983.00
Scott Papp	(SA)	72.40	\$830.00	\$60,092.00
Alesandra Greco	(A)	1,651.30	\$675.00	\$1,114,627.50
Rachel Kesten	(A)	31.60	\$675.00	\$21,330.00
Radhika Gupta	(A)	1,464.70	\$675.00	\$988,672.50
William Olson	(A)	140.60	\$675.00	\$94,905.00
Sylvie Bourassa*	(A)	1,633.80	\$537.13	\$877,565.00
Vincent Cappucci	(A)	730.20	\$625.00	\$456,375.00
Yuanchen Lu	(A)	35.10	\$625.00	\$21,937.50
Delaram Rezaeikhonakdar	(A)	94.90	\$590.00	\$55,991.00
Megan McKenzie	(A)	95.90	\$560.00	\$53,704.00
Ian Sloss	(A)	35.70	\$550.00	\$19,635.00
Henry Kusjanovic	(A)	118.10	\$430.00	\$50,783.00
TOTAL:		11,639.90		\$9,431,023.50
Non-Attorneys	Role	Total Hours	Hourly Rate	Total Lodestar
Myra Fromholz	(PL)	124.7	\$395.00	\$49,256.50
Stephen Fay	(PL)	29.5	\$250.00	\$7,375.00
TOTAL:		154.2		\$56,631.50
GRAND TOTALS		11,794.10		\$9,487,655.00

1 Key:

(S) Shareholder

2 (P) Partner

3 (SA) Senior Associate

(A) Associate

4 (PL) Paralegal

* Designates timekeeper whose hourly rate reflects a blended rate due first level document review work, which was capped at \$425.00

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EXHIBIT B – Lowey Dannenberg, P.C. –Hours by Category

		Hours by Category											
Attorneys	Role	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	Total Hours
Geoffrey Horn	(S)			1.5	1.1		2.0		21.6			19.3	45.5
Vincent Briganti	(S)				155.1	53.2	8.1	20.1	101.0			14.7	352.2
Christian Levis	(P)	0.4			123.9	38.8	6.1	5.1	100.0	28.7		62.2	365.2
Margaret MacLean	(P)			27.7	145.1	231.3	13.8	11.3	20.1	35.5		74.0	558.8
Sitso Bediako	(P)											138.9	138.9
Amanda Fiorilla	(SA)	1.0			14.8	27.4			0.2			6.2	49.6
Andrea Farah	(SA)	18.8		621.4	511.0	640.5	34.5	110.3	119.5	35.7		325.0	2,416.7
John D'Amico	(SA)		1,439.0	0.7	20.1		14.1						1,473.9
Nicole Maruzzi	(SA)					30.1							30.1
Noelle Forde	(SA)				39.8	27.4				37.5			104.7
Scott Papp	(SA)				60.1				12.3				72.4
Alesandra Greco	(A)			320.2	455.0	140.4	2.5	80.5	639.8	11.4		1.5	1,651.3
Delaram Rezaeikhonakdar	(A)								94.5			0.4	94.9
Henry Kusjanovic	(A)	18.7				51.8			47.6				118.1

	Ian Sloss	(A)	8.9				26.8							35.7
1	Megan McKenzie	(A)	72.1			20.5				3.3				95.9
2	Rachel Kesten	(A)					3.5			1.0			27.1	31.6
3	Radhika Gupta	(A)	138.4		254.0	333.5	387.8	36.5	14.5	103.9	44.6		151.5	1,464.7
4	Sylvie Bourassa	(A)		717.8	756.7	106.5	16.6	36.2						1,633.8
5	Vincent Cappucci	(A)			143.5	90.3			1.0	495.4				730.2
6	William Olson	(A)				140.6								140.6
7	Yuanchen Lu	(A)				3.1							32.0	35.1
8	TOTAL:		258.3	2,156.8	2,125.7	2,220.5	1,675.6	153.8	242.8	1,760.2	193.4		852.8	11,639.9
9	Non-Attorneys	Role	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	Total Hours
10	Myra Fromholz	(PL)			1.6	33.8	53.6	0.4	0.7	34.3	0.3			124.7
11	Stephen Fay	(PL)			29.5									29.5
12	TOTAL:				31.1	33.8	53.6	0.4	0.7	34.3	0.3			154.2
13	GRAND TOTALS		258.3	2,156.8	2,156.8	2,254.3	1,729.2	154.2	243.5	1,794.5	193.7	0.0	852.8	11,794.1

Key:

- (1) Investigation / Factual Research;
- (2) Document Review (First Level)
- (3) Depositions (including prep)
- (4) Other Discovery
- (5) Pleadings, Briefs, Pretrial motions, excluding Class Certification (includes legal research)

- (6) Class Certification
- (7) Court Appearance and Preparation
- (8) Litigation Strategy, Case Management and Analysis
- (9) Experts
- (10) Trial and Trial Preparation
- (11) Mediation, Settlement & Settlement Admin

EXHIBIT C – Lowey Dannenberg, P.C. – Expenses

Expense Categories	Expenses
Travel - Airfare, Lodging, Meals, Taxi	\$37,534.29
Computer Research, Databases & Docket	\$11,968.67
Court Transcripts/Court Reporter Fees	\$93,153.23
Professional, Consulting, or Expert Fees	\$64,066.63
In-House Copying	\$11,283.71
Outside Copying/Printing	\$581.80
Postage, Mailing, FedEx, UPS, Fares & Messengers	\$2,144.24
Service and Filing Fees	\$7,743.00
Conferences, Meetings, Telephone & Telecopier	\$139.67
TOTAL	\$228,615.24

1 Vincent Briganti (*pro hac vice*)
Christian Levis (*pro hac vice*)
2 Margaret MacLean (*pro hac vice*)
3 Andrea Farah (*pro hac vice*)
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15 *Counsel for Plaintiffs*

16 **UNITED STATES DISTRICT COURT**
17 **NORTHERN DISTRICT OF CALIFORNIA**
18 **OAKLAND DIVISION**

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

22 Plaintiffs,

23 v.

24 APPLE INC.,

25 Defendant.
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27
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Docket No.: 4:19-cv-04577-JSW (SK)

**DECLARATION OF DARYL F. SCOTT
OF SCOTT+SCOTT ATTORNEYS AT
LAW LLP IN SUPPORT OF
PLAINTIFFS' COUNSEL'S MOTION
FOR ATTORNEYS' FEES AND
EXPENSES AND PLAINTIFFS'
APPLICATION FOR SERVICE
AWARDS**

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

1 I, Daryl F. Scott, declare under penalty of perjury pursuant to 28 U.S.C. §1746 as follows:

2 1. I am a partner at Scott+Scott Attorneys at Law LLP (“Scott+Scott”), which is
3 counsel of record for Plaintiffs Fumiko Rodriguez (formerly known as Fumiko Lopez)
4 (individually and as guardian of Plaintiff A.L.) (“Plaintiff Rodriguez”), John Troy Pappas
5 (“Plaintiff Pappas”), and David Yacubian (collectively, “Plaintiffs”). I submit this declaration in
6 support of Plaintiffs’ Counsel’s Motion for Attorneys’ Fees and Expenses and Plaintiffs’
7 Application for Service Awards (“Fee and Expense Application”) filed concurrently herewith. I
8 have personal knowledge of the matters stated herein and, if called upon, I could and would
9 competently testify thereto.

10 2. At all times relevant hereto, Scott+Scott attorneys have served as counsel for
11 Named Plaintiffs and the proposed Settlement Class for purposes of the Settlement in the above-
12 captioned action (the “Lawsuit”). In addition, Scott+Scott partner Erin Green Comite along with
13 Christian Levis of Lowey Dannenberg, P.C., have been appointed Class Counsel for the Settlement
14 Class in this Lawsuit. ECF No. 341, ¶5. Unless otherwise defined, capitalized terms herein have
15 the same meaning as in the Settlement Agreement between Named Plaintiffs and Apple. *See* ECF
16 No. 336-2.

17 3. The statements herein are true to the best of my personal knowledge, information,
18 and belief based upon the books and records of Scott+Scott and information received from my
19 firm’s attorneys and staff.

20 4. The schedules attached as **Exhibit A** and **Exhibit B** summarize the hours and
21 lodestar of Scott+Scott from inception of this Lawsuit to May 21, 2025, including a breakdown of
22 the hours by category of work. The total hours were determined by the examination of
23 contemporaneous, daily time records regularly prepared and maintained by my firm. Lodestar
24 calculations for the time incurred are based on the firm’s current hourly rates and were prepared
25 based upon daily time records maintained by attorneys and professional support staff at the firm.
26 Lodestar figures do not include charges for expense items. Scott+Scott time records have been
27 reviewed to confirm both the accuracy of the entries as well as the necessity for and reasonableness

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1 of the time expended in this litigation. As a result of this review, certain reductions were made to
2 time and lodestar either in the exercise of billing judgment or to conform with my firm's practice.
3 Time spent by attorneys and staff who worked fewer than 20 hours on the case has been omitted
4 from the lodestar calculation. Furthermore, the billing rate for first-level document review has
5 been conservatively capped at \$425.

6 5. The time set forth in this Declaration does not include the hours Scott+Scott will
7 spend preparing this Fee and Expense Application, briefing final approval of the Settlement after
8 May 21, 2025, communicating with Settlement Class members after May 21, 2025, preparing for
9 and attending the Final Approval Hearing on August 1, 2025, and administering the Settlement,
10 assuming it is approved by the Court.

11 6. The hourly rates for the attorneys and other professional support staff at my firm
12 are the same as the usual and customary hourly rates used for their services in other contingent
13 class action litigation. Scott+Scott has grown into one of the most respected U.S.-based law firms
14 specializing in the investigation and prosecution of complex securities, antitrust, and consumer-
15 focused class actions in both the United States and Europe. Today, Scott+Scott is comprised of
16 12 office locations worldwide, with its largest offices in New York and San Diego, California,
17 which allows the firm to keep current on federal and California state law developments concerning
18 attorneys' fees. Accordingly, Scott+Scott is familiar with the prevailing California market rates
19 for leading attorneys in complex class action litigation addressing important issues.

20 7. Scott+Scott periodically establishes hourly rates for the firm's billing personnel
21 based on several factors, including prevailing market rates for attorneys and law firms in California
22 that have comparable skill, experience, and qualifications. Scott+Scott's hourly rates applied here
23 are fully commensurate with the hourly rates of prominent firms, and as such, are reasonable for
24 each professional who performed work in this litigation.

25 8. Scott+Scott's billing rates have been approved by California federal courts as well
26 as in other federal courts across the country in contingent-fee class action litigation. *See, e.g.,*
27 *Barrett v. Apple Inc.*, No. 5:20-CV-04812, 2025 WL 1002786, at *3 (N.D. Cal. Apr. 3, 2025)

1 (approving Scott+Scott attorney hourly rates between \$500 and \$1,545); *In Re: Robinhood Outage*
2 *Litig.*, No. 3:20-cv-01626-JD (N.D. Cal. July 28, 2023), ECF No. 203 (approving attorneys' fees,
3 including Scott+Scott partner rates between \$995 and \$1,295, associate / of counsel rates between
4 \$695 and \$750, and paralegal rate of \$395, and specifically finding that plaintiffs' counsel "applied
5 their customary professional rates" and that "the rates billed are consistent with rates that have
6 been awarded in this District"); *In re Vaxart, Inc. Sec. Litig.*, No. 20 Civ. 05949-VC (N.D. Cal.
7 Jan. 25, 2023), ECF No. 274 (approving fee award with Scott+Scott's rates ranging from \$795 to
8 \$1,395 for partners or senior counsel, \$595 to \$750 for associates, and roughly \$395 for
9 paralegals); *Steamship Trade Ass'n of Balt. – Int'l Longshoremen's Ass'n Pension Fund v. Olo*
10 *Inc.*, No. 1:22-cv-08228 (S.D.N.Y. June 11, 2024), ECF Nos. 123-2, 125-5 (approving fee award
11 with Scott+Scott's rates ranging from \$1,150 to \$1,975 for partners or senior counsel, \$525 to
12 \$675 for associates, and roughly \$435 for paralegals); *In re Foreign Exch. Benchmark Rates*
13 *Antitrust Litig.*, No. 13 Civ. 7789, 2018 WL 5839691, at *5 (S.D.N.Y. Nov. 8, 2018) (approving
14 partner rates, including for Scott+Scott, of \$630 to \$1,375, and associate rates of \$325 to \$625),
15 *aff'd sub nom. Kornell v. Haverhill Ret. Sys.*, 790 F. App'x 296 (2d Cir. 2019). The firm's rates
16 are set based on periodic analysis of rates used by firms performing comparable work both on the
17 plaintiff and defense side. For personnel no longer employed by Scott+Scott, the lodestar
18 calculation is based on the billing rates for such personnel in his or her final year of employment
19 with the firm.

20 9. The services Scott+Scott performed on behalf of the putative Class include, but are
21 not limited to, the following:

- 22 • Factual Investigation: investigated whistleblower claims announced in *The Guardian*
23 and the initial and amended complaint allegations, including multiple interviews with
24 Plaintiff Rodriguez and Plaintiff Pappas regarding their respective experiences with
25 Siri.
- 26 • Pleadings & Briefing: drafted and revised initial and amended pleadings and
27 researched the viability of various statutory and common law privacy claims; drafted
28

1 and/or revised two oppositions to motions to dismiss, numerous joint discovery dispute
2 letters, supplemental discovery-related briefing requested by the Court, a motion to
3 amend, motion for sanctions and reply in support thereof, opposition to Apple’s motion
4 for leave to file a motion for a protective order, opposition to Apple’s motion for
5 protective order, motions to seal, and several stipulations to modify the case
6 management schedule; and performed extensive research related to the foregoing
7 briefs, letters, and stipulations.

- 8 • Defendant Discovery & Depositions: drafted and revised electronically stored
9 information (“ESI”) protocol, protective order, two sets of document requests, two sets
10 of interrogatories, and Rule 30(b)(6) and Rule 30(b)(1) deposition notices; negotiated
11 search terms relating to Apple’s production of documents; spent hundreds of hours
12 meeting and conferring with Apple and writing letters to Apple regarding discovery
13 disputes; reviewed document production and prepared issue memoranda; reviewed
14 documents for purposes of identifying deposition exhibits; and prepared for and/or
15 attended at least 10 depositions of Apple witnesses.
- 16 • Plaintiff Discovery & Depositions: reviewed, analyzed, and drafted responses to the
17 document requests and interrogatories that Apple served on Plaintiffs; held discussions
18 with Plaintiffs Rodriguez and Pappas regarding their respective responses and amended
19 responses to the document requests and interrogatories; met with Plaintiffs Rodriguez
20 and Pappas, respectively, to conduct forensic ESI document collection; reviewed and
21 produced Plaintiffs’ documents responsive to Apple’s document requests; met with
22 Plaintiffs Rodriguez and Pappas to prepare for their respective depositions; and
23 attended and defended Plaintiffs Rodriguez and Pappas at their respective depositions.
- 24 • Third Party Discovery: drafted subpoenas and held meet and confers with subpoena
25 recipients to negotiate the scope of the production of documents in response to the
26 subpoenas.
- 27 • Class Certification & Experts: conducted legal research regarding the viability of
28

1 certification of Wiretap Act, privacy, and breach of contract claims; reviewed
2 documents to identify evidence in support of class certification; drafted motion for class
3 certification; and conferred with experts and revised expert reports.

4 • Mediation & Settlement: drafted and revised confidential and *ex parte* mediation
5 statements that deeply analyzed the strengths and weaknesses of the case and calculated
6 class-wide damages for each claim; participated in mediation session and numerous
7 follow-up calls with the mediator and Apple to negotiate the terms of the Settlement;
8 reviewed, analyzed, and edited the Settlement Agreement and its exhibits; conferred
9 with Plaintiffs Rodriguez and Pappas, respectively, regarding the Settlement
10 Agreement's provisions; and edited the motion for preliminary approval.

11 10. Over the course of the litigation, Scott+Scott assigned a team of attorneys to work
12 on the Lawsuit, diligently ensuring that assignments were handled by attorneys with the
13 appropriate level of experience and minimizing duplication of efforts. The following are the
14 primary attorneys assigned to work on the Lawsuit, with their year of graduation from law school
15 and the general subject matter of the tasks each performed in this case:

- 16 • Partners:
- 17 ○ Joseph Guglielmo (1995): supervising partner who provided oversight of day-
18 to-day partners and associates and assisted in strategy sessions, complex
19 discovery issues, apex depositions, and settlement negotiations.
 - 20 ○ Erin Green Comite (2002): day-to-day partner on the case, starting in
21 September 2022 to the present, who spearheaded the identification and analysis
22 of Apple's numerous discovery deficiencies and irregularities; led meet and
23 confers with Apple regarding discovery disputes; prepared for and took two
24 depositions; drafted and edited discovery dispute letters, joint discovery briefs,
25 oppositions to Apple's motion for protective order, sanctions motion, motion
26 for class certification, and expert reports; argued discovery issues; drafted
27 confidential and *ex parte* mediation statements; and attended mediation and
28

1 participated in negotiating settlement.

2 ○ John Jasnoch (2011): day-to-day partner on the case from case inception to
3 August 2022, who supervised associate research and drafting of sections of
4 Plaintiffs' oppositions to Apple's motions to dismiss and presented oral
5 argument at the motion to dismiss hearings on these issues; supervised associate
6 research and amendment of the pleadings; interviewed Plaintiff Pappas
7 regarding his experience with Siri for purposes of adding allegations to the
8 complaint; coordinated discovery efforts related to Plaintiffs Rodriguez and
9 Pappas; communicated and met with Plaintiffs Rodriguez and Pappas to prepare
10 them for their respective depositions; and defended the respective depositions
11 of Plaintiffs Rodriguez and Pappas.

12 ○ Hal Cunningham (2005): researched and drafted motion to dismiss opposition
13 briefs; amended pleadings; and organized and assisted in numerous discovery-
14 based projects, including responding to discovery requests directed to Plaintiffs,
15 collecting and producing documents from Plaintiffs, and managing the initial
16 set up of the document review and various document review assignments.

17 • Associates & Of Counsel:

18 ○ Sean Russell (2015): primary associate who assisted in managing document
19 review; prepared partners for depositions by drafting deposition outlines and
20 making final identification of deposition exhibits; prepared for and took key
21 fact witness depositions; assisted in discovery-related meet and confers with
22 Apple; drafted discovery dispute letters; drafted and edited joint discovery
23 briefs and other substantive briefs and researched related issues; and researched
24 and identified Apple's spoliation issues and assisted with motion for sanctions.

25 ○ Joe Cleemann (2009): drafted motion to amend complaint; met and conferred
26 with several third party subpoena recipients to negotiate the scope of production
27 of documents in response to subpoenas; conducted in-depth privilege log
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1 analysis and drafted dispute letters to successfully obtain removal of scores of
2 documents from Apple’s privilege log; drafted and edited discovery dispute-
3 related briefs; performed class certification damages-related legal research; and
4 assisted in working with damages expert.

5 ○ Anja Rusi (2016): performed class certification-related legal research;
6 researched and assisted in working with the experts; and assisted with
7 Settlement Class Member communications.

8 ○ David Goldberger (2002): performed second-level, intensive document review
9 analysis and factual research to assist with deposition preparations and
10 identification of evidence in support of Plaintiffs’ motion for class certification.

11 • Staff Attorneys: Victoria Burke, Elizabeth Campos, Melanie Porter, Nnenna Sankey,
12 Alyssa Schneider, Mingzhao Xu, and Brandon Zapf are highly qualified, experienced
13 attorneys who performed first-level and second-level document review, identified
14 deposition exhibits and evidence for Plaintiffs’ motion for class certification, and
15 drafted issue memoranda in support of class certification.

16 11. The total time for which my firm is requesting an award of legal fees is **9,655.90**
17 hours. The total loadstar value of these professional services is **\$7,539,391.50**.

18 12. Attached as **Exhibit C** is a schedule of Scott+Scott’s expenses reasonably incurred
19 in connection with this litigation for which reimbursement is requested. My firm incurred these
20 unreimbursed expenses to cover the costs of filing, service of process, *pro hac vice* fees, couriers,
21 legal research in electronic databases such as PACER, Westlaw, and LexisNexis, photocopies and
22 document productions, telephone and facsimile charges, and work-related transportation, lodging,
23 and meal expenses for travel to and from depositions and a mediation held in California. Expense
24 items are billed separately, and such charges are not duplicated in the firm’s current billing rates.
25 Further, expense items do not contain any general overhead costs, and do not contain a surcharge
26 over the amount paid to the corresponding vendor(s).

EXHIBIT A**LODESTAR SUMMARY – INCEPTION THROUGH MAY 21, 2025
SCOTT+SCOTT ATTORNEYS AT LAW LLP**

PROFESSIONAL	YEAR	STATUS	HOURLY RATE	TOTAL HOURS	TOTAL LODESTAR AT HOURLY RATES
Joseph Guglielmo	1995	P	\$1,420	429.90	\$ 610,458.00
Erin Comite	2002	P	\$1,175	2,093.30	\$ 2,459,627.50
John Jasnoch	2011	P	\$1,150	257.30	\$ 295,895.00
Hal Cunningham	2005	P	\$895	482.00	\$ 431,390.00
Sean Russell	2015	A	\$665	903.00	\$ 600,495.00
Joseph Cleemann	2009	A	\$820	418.20	\$ 342,924.00
Anja Rusi	2016	A	\$665	248.50	\$ 165,252.50
David Goldberger	2002	OC	\$950	603.90	\$ 573,705.00
Victoria Burke ¹	2011	SA	\$425	1,283.90	\$ 545,657.50
Victoria Burke	2011	SA	\$700	664.50	\$ 465,150.00
Alyssa Schneider	2008	SA	\$425	1,369.30	\$ 581,952.50
Nnenna Sankey	2012	SA	\$425	261.60	\$ 111,180.00
Mingzhao Xu	2009	SA	\$425	144.30	\$ 61,327.50
Melanie Porter	2006	SA	\$700	170.80	\$ 119,560.00
Elizabeth Campos	2001	SA	\$700	69.80	\$ 48,860.00
Brandon Zapf	2007	SA	\$700	57.40	\$ 40,180.00
Ellen DeWan		PL	\$435	20.00	\$ 8,700.00
Ellen Jordan		PL	\$435	22.70	\$ 9,874.50
Kimberly Jager		PL	\$435	107.70	\$ 46,849.50
Mario Tlatenchi		O	\$435	25.80	\$ 11,223.00
Michelle Petrick		O	\$415	22.00	\$ 9,130.00
TOTAL				9,655.9	\$ 7,539,391.50

Partner (P)

Of Counsel (OC)

Associate (A)

Staff Attorney (SA)

Paralegal (PL)

Other (O)

¹ Ms. Burke's hourly rate is capped at \$425 for time she spent performing first-level document review; she is billed at her regular hourly rate of \$700 for other substantive work she performed in the case

Lopez v. Apple, Inc., No. 4:19-cv-04577- JSW (SK) (N.D. Cal.)
Exhibit B -- Categorized Time Summary

Firm Name: Scott+Scott Attorneys at Law LLP
Reporting Period Inception thru May 21, 2025

Categories: 1. Investigation / Factual Research; 2. Document Review (First Line); 3. Depositions (including prep); 4. Other Discovery; 5. Pleadings and Briefs, excluding Class Certification (including legal research); 6. Class Certification; 7. Court Appearance and Prep; 8. Litigation Strategy and Analysis; 9. Expert; 10. Trial and Trial Prep; 11. Mediation, Settlement & Settlement Administration

Name	Status	1	2	3	4	5	6	7	8	9	10	11	Current Hourly Rate	Total Hours This Period	Lodestar This Period
Joseph Guglielmo	P	4.50	6.70	95.80	137.40	2.50	1.30		10.20	5.30		166.20	\$1,420	429.90	\$610,458.00
Erin Comite	P	2.80		364.30	720.30	503.30	98.30	17.80	14.60	140.00		231.90	\$1,175.00	2093.30	\$2,459,627.50
John Jasnoch	P	7.40		65.80	37.30	132.00		4.40	10.40				\$1,150	257.30	\$295,895.00
Hal Cunningham	P			17.90	367.80	96.30							\$895	482.00	\$431,390.00
Sean Russell	A			476.40	287.70	89.10	17.80	0.90	1.40	29.70			\$665	903.00	\$600,495.00
Joseph Cleemann	A			9.00	181.10	149.90	34.80			43.40			\$820	418.20	\$342,924.00
Anja Rusi	A			10.50	34.60	6.50	118.70			47.20		31.00	\$665	248.50	\$165,252.50
David Goldberger	OC			417.70	186.20								\$950	603.90	\$573,705.00
Victoria Burke	SA		1283.90										\$425	1283.90	\$545,657.50
Victoria Burke	SA			664.50									\$700	664.50	\$465,150.00
Alyssa Schneider	SA		1369.30										\$425	1369.30	\$581,952.50
Nnenna Sankey	SA		261.60										\$425	261.60	\$111,180.00
Mingzhao Xu	SA		144.30										\$425	144.30	\$61,327.50
Melanie Porter	SA				170.80								\$700	170.80	\$119,560.00
Elizabeth Campos	SA			69.80									\$700	69.80	\$48,860.00
Brandon Zapf	SA			57.40									\$700	57.40	\$40,180.00
Ellen DeWan	PL					20.00							\$435	20.00	\$8,700.00
Ellen Jordan	PL					22.70							\$435	22.70	\$9,874.50
Kimberly Jager	PL					107.70							\$435	107.70	\$46,849.50
Mario Tlatenchi	O		25.80										\$435	25.80	\$11,223.00
Michelle Petrick	O	22.00											\$415	22.00	\$9,130.00
TOTALS		36.70	3091.60	2249.10	2123.20	1130.00	270.90	23.10	36.60	265.60	0.00	429.10		9,655.90	\$7,539,391.50

Partner (P)
 Of Counsel (OC)
 Associate (A)
 Staff Attorney (SA)
 Paralegal (PL)
 Other (O)

EXHIBIT C**EXPENSE SUMMARY – INCEPTION THROUGH MAY 21, 2025
SCOTT+SCOTT ATTORNEYS AT LAW LLP**

EXPENSE CATEGORIES	AMOUNT
Travel - Airfare, Lodging, Meals, Taxi	\$10,959.18
Computer Research, Databases & Docket	\$11,274.28
Document Production, Review, IT & Maintenance	\$2,800.96
In-House Copying	\$2,395.00
Postage, Mailing, FedEx, UPS & Messengers	\$157.19
Service, Filing & Other Fees	\$2,737.60
Telephone, Facsimile & Case-Specific Supplies	\$422.47
TOTAL	\$30,746.68

EXHIBIT D**EXPENSE SUMMARY – INCEPTION THROUGH MAY 21, 2025
LITIGATION FUND**

EXPENSES	AMOUNT
Bank Fees	\$724.15
Expert / Damages	\$499,301.00
Expert / Damages Retainer Refund	\$(25,000.00)
Expert / Privacy 1	\$36,000.00
Expert / Privacy 2	\$32,000.00
Mediation	\$8,193.92
Client Media Storage / Epiq	\$3,805.35
Document Review Hosting / LitIQ	\$63,354.32
Service of Process	\$1,755.20
Court Transcripts	\$2,385.10
Deposition Transcripts / Veritext	\$23,434.21
TOTAL	\$645,953.25

FIRM CONTRIBUTIONS	AMOUNT
Scott+Scott Contributions	\$ 375,000.00
Lowey Contributions	\$ 375,000.00
TOTAL	\$ 750,000.00

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Christian Levis (*pro hac vice*)
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kirk@woodlawfirmllc.com

15 *Counsel for Plaintiffs*

16 **UNITED STATES DISTRICT COURT**
17 **NORTHERN DISTRICT OF CALIFORNIA**
18 **OAKLAND DIVISION**

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

22 Plaintiffs,

23 v.

24 APPLE INC.,

25 Defendant.

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

DECLARATION OF MARK N. TODZO
IN SUPPORT OF PLAINTIFFS’
COUNSEL’S MOTION FOR
ATTORNEYS’ FEES AND EXPENSES
AND PLAINTIFFS’ APPLICATION
FOR SERVICE AWARDS

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

1 I, Mark Todzo, declare under penalty of perjury pursuant to 28 U.S.C. § 1746 as follows:

2 1. I am an attorney duly licensed to practice before the courts of the state of California
3 and admitted to practice before all the federal courts in California including before this Court. I
4 am a partner with the Lexington Law Group, LLC (“LLG”) and counsel of record for Plaintiffs
5 Fumiko Rodriguez (formerly known as Fumiko Lopez) (individually and as guardian of Plaintiff
6 A.L.), John Troy Pappas, and David Yacubian (“Named Plaintiffs”). I submit this declaration in
7 support of Plaintiffs’ Counsel’s Motion for Attorneys’ Fees and Expenses and Plaintiffs’
8 Application for Service Awards (“Fee and Expense Application”) filed concurrently herewith. I
9 have personal knowledge of the matters stated herein and, if called upon, I could and would
10 competently testify thereto.

11 2. At all times relevant hereto, I served as counsel for Named Plaintiffs and the
12 proposed Settlement Class for purposes of the Settlement in the above-captioned action (the
13 “Lawsuit”). Unless otherwise defined, capitalized terms herein have the same meaning as in the
14 Settlement Agreement between Named Plaintiffs and Apple. *See* ECF No. 336-2.

15 3. The statements herein are true to the best of my personal knowledge, information,
16 and belief based on my firm’s books and records of and information received from my firm’s
17 attorneys and staff.

18 4. The schedules attached as **Exhibit A** and **Exhibit B** set forth the hours, rates and
19 lodestar of LLG from inception of this Lawsuit to May 21, 2025, including a breakdown of the
20 hours by category of work. The total hours were determined by the examination of
21 contemporaneous, daily time records regularly prepared and maintained by my firm. Lodestar
22 calculations for the time incurred are based on the firm’s current hourly rates and were prepared
23 based upon daily time records maintained by attorneys and professional support staff at the firm.
24 Lodestar figures do not include charges for expense items. LLG’s time records have been reviewed
25 to confirm both the accuracy of the entries as well as the necessity for and reasonableness of the
26 time expended in this litigation. As a result of this review, certain reductions were made to time
27 and lodestar either in the exercise of billing judgment or to conform with my firm’s practice. Time
28 spent by attorneys and staff who worked fewer than 10 hours on the case has been omitted from

1 the lodestar calculation. The billing rate for document review has been conservatively capped at
2 \$425.

3 5. The time set forth in this Declaration does not include the hours Plaintiffs' Counsel
4 will spend preparing this Fee and Expense Application, briefing final approval of the Settlement
5 after May 21, 2025, communicating with Class members after May 21, 2025, preparing for and
6 attending the Final Approval Hearing on August 1, 2025, and administering the Settlement,
7 assuming it is approved by the Court.

8 6. The hourly rates for the attorneys and other professional support staff at my firm
9 are the same as the usual and customary hourly rates used for their services in contingent and non-
10 contingent matters, and have been approved by other courts in similar matters. *See e.g., Center*
11 *for Environmental Health v. Quemetco, Inc.*, Case No. 19STCV02668 (Super Ct. Los Angeles
12 County), Tentative Ruling Re: Supplemental Briefing Re: Motion for Approval and Entry of
13 Consent Judgment (entered May, 22, 2023); *Smith v. Keurig Green Mountain, Inc.*, Case No. 18-
14 CV-06690-HSG, 2023 WL 2250264 (N.D. Cal. Feb. 27, 2023); *Ambrose v. Kroger Co.*, Case No.
15 20-cv-04009-EMC (N.D. Cal. 2021); *Brown v. Hain Celestial Group, Inc.*, 2016 U.S. Dist. LEXIS
16 20118 (N.D. Cal.); *Center for Environmental Health v. Nutraceutical Corp.*, Case No. A148208,
17 2018 WL 3032254 (Cal. Ct. App. June 19, 2018); *Golloher v. Todd Christopher International,*
18 *Inc. dba Vogue International*, Case No. 12-cv-06002 RS (N.D. Cal. 2014), Order and Final
19 Judgment Approving Class Action Settlement, Awarding Attorneys' Fees and Expenses, and
20 Awarding Class Representative Service Awards (entered April 25, 2014). For personnel no longer
21 employed by LLG, the lodestar calculation is based on the billing rates for such personnel in his
22 or her final year of employment. The total lodestar does not include charges for expense items.

23 7. The services LLG performed on behalf of the putative class include, but are not
24 limited, the following:

- 25 • Research for the claims in the complaint;
- 26 • Drafting the complaint;
- 27 • Researching arguments made in the motions to dismiss and responding to those
- 28 arguments;

- 1 • Working with experts;
- 2 • Regularly communicating with plaintiff David Yabubian;
- 3 • Assisting in plaintiffs' responses to discovery requests;
- 4 • Preparing Mr. Yacubian for deposition and defending the deposition;
- 5 • Participating in mediation; and
- 6 • Reviewing and editing settlement documents.

7 8. The primary attorneys from LLG working on this matter are myself, my partner
8 Patrick Carey, and associates Meredyth Merrow, and Mary Haley Ousley. I graduated from
9 Hastings College of the Law (now UC Law San Francisco) in 1993 and was admitted to the
10 California Bar in 1993. I have been practicing law for over thirty years. Since joining LLG in
11 1998, my practice has been devoted exclusively to representing plaintiffs in environmental and
12 consumer protection litigation. I have participated in a number of published California appellate
13 decisions, including *Dowhal v. Smithkline Beecham Consumer Healthcare, et al.*, 32 Cal.4th 910
14 (2004); *People v. Cotter & Company*, 53 Cal.App.4th 1373 (1997); and *As You Sow v. Crawford*
15 *Laboratories, Inc.*, 50 Cal.App.4th 1859 (1996). I have served as class counsel in a number of
16 cases in this district, including: *Brown v. Hain Celestial Group, Inc.*, 3:11-CV-03082-LB, 2016,
17 *Golloher v. Todd Christopher International, Inc. dba Vogue International*, Case No. 12-cv-
18 06002 RS (N.D. Cal. April 25, 2014, as well as in cases in other jurisdictions such as *In re:*
19 *Comcast Corporation Peer-to-Peer (P2p) Transmission Contract Litigation*, MDL No. 1992,
20 Case No. 2:08-MD-1992-LDD (E.D. Penn. 2010). I have also spoken at numerous panel
21 discussions and conferences regarding environmental law. My current hourly rate is \$850 an
22 hour.

23 9. My partner Patrick Carey graduated from Berkeley Law in 2015 and was admitted
24 to the California bar in 2016. Before joining LLG as a partner in January 2023, Mr. Carey was
25 an associate at Covington & Burling, where he represented clients in the technology, sports and
26 entertainment, financial services, and consumer products sectors in a variety of matters including
27 government investigations, complex commercial litigations, and class actions. Mr. Carey also
28

1 briefly worked at Pillsbury, Winthrop, Shaw, and Pittman handling a wide variety of cases. Mr.
2 Carey's billing rate is \$650 an hour.

3 10. LLG associate attorney Meredyth Merrow graduated from UC Law San Francisco
4 (formerly Hastings College of the Law) with an Environmental Law concentration in 2019 and
5 was admitted to the California bar that same year. Ms. Merrow has practiced law at LLG since
6 September 2019, exclusively representing plaintiffs in environmental and consumer protection
7 cases. She has spoken at numerous conferences regarding Proposition 65 and environmental law.
8 Ms. Merrow's current billing rate is \$450 an hour.

9 11. LLG associate Mary Haley Ousley graduated from Hastings College of the Law
10 (now UC Law San Francisco) in 2020. Ms. Ousley was approved to practice law in California as
11 a provisionally licensed lawyer in November 2020, and was admitted to the bar in January 2021.
12 Prior to joining LLG, Ms. Ousley worked for a private law firm in Santa Cruz representing
13 public agencies in the bay area. She has practiced law at LLG since May 2022, representing
14 plaintiffs in environmental and consumer protection cases. Ms. Ousley's current billing rate is
15 \$400 an hour.

16 12. The total time for which my firm is requesting an award of legal fees is 662.1 hours.
17 The total loadstar value of these professional services is \$462,142.

18 13. Attached as **Exhibit C** is a schedule of LLG's expenses reasonably incurred in
19 connection with this litigation for which reimbursement is requested. Expense items are billed
20 separately, and such charges are not duplicated in the firm's current billing rates. Further, expense
21 items do not contain any general overhead costs, and do not contain a surcharge over the amount
22 paid to the corresponding vendor(s).

23 14. The requested payment for litigation expenses should also be approved because the
24 expenses were reasonably and necessarily incurred in the prosecution of the Lawsuit.

25 15. As detailed and categorized in the schedule attached as **Exhibit C**, LLG incurred a
26 total of 5,580 in expenses from August 7, 2019 through May 21, 2025. The schedule is based upon
27 expense records recorded in LLG's books and records. These books and records are prepared from
28 expense vouchers, check records, receipts, and other source materials.

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I declare, under penalty of perjury, that the foregoing is true and correct. Executed on May 27, 2025, in San Francisco, California.

/s/ Mark Todzo
Mark Todzo

EXHIBIT A

Attorneys	Role	Total Hours	Hourly Rate	Total Lodestar
Mark Todzo	Partner	324.4	\$850	\$275,740
Patrick Carey	Partner	105.6	\$650	\$68,640
Howard Hirsch	Partner	45.5	\$850	\$38,675
Lucas Williams	Partner	20.8	\$650	\$13,520
Eric Somers	Partner	11.1	\$850	\$9,435
Meredyth Merrow	Associate	62.3	\$450	\$28,035
Mary Haley Ousley	Associate	26	\$400	\$10,400
Alexis Pearson	Law Clerk / Associate	22.9	\$350	\$8,015
TOTAL:	-	618.6	-	\$452,460

Non-Attorneys	Role	Total Hours	Hourly Rate	Total Lodestar
Owen Sutter	Law Clerk	16.5	\$235	\$3,877
Star Beltman	Law Clerk	14.6	\$215	\$3,139
Sam Litt	Law Clerk	12.4	\$215	\$2,666
TOTAL:	-	43.5	-	\$9,682

EXHIBIT B

[categorical breakdown of hours]

		Hours by Category						
Attorneys	Role	(1)	(2)	(3)	(4)	(5)	(6)	Total Hours
Mark Todzo	Partner	13.1	5.4	158.1	51.8	71.3	24.7	324.4
Patrick Carey	Partner	-	1.8	3.9	14.8	20.3	64.8	105.6
Howard Hirsch	Partner	2.7	0.3	9.1	-	4.6	28.8	45.5
Lucas Williams	Partner	1.5	-	13.8	-	5.5	-	20.8
Eric Somers	Partner	4.0	-	2.7	-	4.1	0.3	11.1
Meredyth Merrow	Associate	0.4	-	36.3	0.4	18.9	6.3	62.3
Mary Haley Ousley	Associate	-	-	-	17.2	8.8	-	26
Alexis Pearson	Law Clerk / Associate	2.1	0.3	14.2	-	6.1	0.2	22.9
TOTAL:	-	23.8	7.8	238.1	84.2	139.6	125.1	618.6

Non-Attorneys	Role	(1)	(2)	(3)	(4)	(5)	(6)	Total Hours
Owen Sutter	Law Clerk	-	-	1.9	-	12.3	2.3	16.5
Star Beltman	Law Clerk	-	1.1	3.3	0.2	9.4	0.6	14.6
Sam Litt	Law Clerk	-	-	-	-	11.0	1.4	12.4
TOTAL:	-	-	1.1	5.2	0.2	32.7	4.3	43.5

Key:

(1) Case Development

(2) Experts

(3) Pleadings and Law and Motion

(4) Settlement

(5) Case Management and Litigation Strategy

(6) Factual Discovery

(7) Trial, Trial Preparation, and Post-Trial Proceedings (no time was billed to this category)

(8) Appellate Work (no time was billed to this category)

EXHIBIT C

Expense Categories	Expenses
Travel - Airfare, Lodging, Meals, Taxi	\$41
Computer Research, Databases & Docket	\$472
Court Transcripts/Court Reporter Fees	\$2,725
Document Production, Review, IT and Maintenance	-
Professional, Consulting, or Expert Fees	-
In-House Copying	\$263
Postage, Mailing, FedEx, UPS, Fares & Messengers	\$224
Service and Filing Fees	\$800
Publications, Library, Subscriptions & Promotion	-
Conferences, Meetings, Telephone & Telecopier	\$ 1,055
TOTAL	\$5,580

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15 *Counsel for Plaintiffs*

16 **UNITED STATES DISTRICT COURT**
17 **NORTHERN DISTRICT OF CALIFORNIA**
18 **OAKLAND DIVISION**

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

22 Plaintiffs,

23 v.

24 APPLE INC.,

25 Defendant.

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

DECLARATION OF EDWARD K.
WOOD OF WOOD LAW FIRM, LLC IN
SUPPORT OF PLAINTIFFS’
COUNSEL’S MOTION FOR
ATTORNEYS’ FEES AND EXPENSES
AND PLAINTIFFS’ APPLICATION
FOR SERVICE AWARDS

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

1 I, Edward K. Wood, 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 Alabama, Florida,
4 and the District of Columbia and admitted *pro hac vice* before this Court. I am the managing
5 partner of Wood Law Firm, LLC (“Wood Law Firm”) and counsel of record for Plaintiffs Fumiko
6 Rodriguez (formerly known as Fumiko Lopez) (individually and as guardian of Plaintiff A.L.)
7 (“Plaintiff Rodriguez”), John Troy Pappas, and David Yacubian (collectively, “Named
8 Plaintiffs”). I submit this declaration in support of Plaintiffs’ Counsel’s Motion for Attorneys’ Fees
9 and Expenses and Plaintiffs’ Application for Service Awards (“Fee and Expense Application”)
10 filed concurrently herewith. I have personal knowledge of the matters stated herein and, if called
11 upon, I could and would competently testify thereto.

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

16 3. The statements herein are true to the best of my personal knowledge, information,
17 and belief based on the books and records of Wood Law Firm and information I and my
18 professional support staff provided.

19 4. The schedules attached as **Exhibit A** and **Exhibit B** summarize the hours and
20 lodestar of Wood Law Firm from inception of this Lawsuit to May 21, 2025, including a
21 breakdown of the hours by category of work. The total hours were determined by the examination
22 of contemporaneous, daily time records regularly prepared and maintained by my firm. Lodestar
23 calculations for the time incurred are based on my and my paralegal’s current hourly rates and
24 were prepared based upon daily time records that I and my professional support staff maintain at
25 the firm. Lodestar figures do not include charges for expense items. Wood Law Firm time records
26 have been reviewed to confirm both the accuracy of the entries as well as the necessity for and
27 reasonableness of the time expended in this litigation. As a result of this review, certain reductions

1 were made to time and lodestar either in the exercise of billing judgment or to conform with my
2 firm's practice. This lodestar amount does not include time spent by attorneys and paralegals who
3 worked fewer than 20 hours on the case.

4 5. The time set forth in this Declaration does not include the hours my firm will spend
5 preparing this Fee and Expense Application, briefing final approval of the Settlement after May
6 21, 2025, communicating with Class members after May 21, 2025, preparing for and attending the
7 Final Approval Hearing on August 1, 2025, and administering the Settlement, assuming it is
8 approved by the Court.

9 6. The hourly rates for myself and my paralegal are the same as the usual and
10 customary hourly rates used for the firm's services in contingent and non-contingent matters, and
11 have been approved by other courts in similar matters. *See In re Disposable Contact Lens*, No.
12 3:15-MD-2626, 2022 WL 22869368 (M.D. Fla. Oct. 12, 2022) (Plaintiffs' Steering Committee);
13 *Galvez v. Touch-Tel U.S.A.*, No. 08-CV-5642, 2013 WL 12238943 (C.D. Cal. Oct. 9, 2013); *In re:*
14 *TJX Retail Security Breach Litig.*, 584 F. Supp. 2d 395 (D. Mass. 2008) (Plaintiffs' Steering
15 Committee); and others.

16 7. The total lodestar does not include charges for expense items.

17 8. The services of Wood Law Firm performed on behalf of the putative class include,
18 but are not limited, the following:

- 19 • Factual Investigation: Factual investigation regarding the complaint allegations,
20 including multiple interviews with Plaintiff Rodriguez regarding her and A.L.'s
21 experiences with Siri;
- 22 • Pleadings & Briefing: Review and analysis of pleadings prior to filing, including
23 discussions with Plaintiff Rodriguez;
- 24 • Discovery: Review and analysis of the discovery requests that Apple served on
25 Plaintiff Rodriguez and A.L., discussions with Plaintiff Rodriguez regarding her
26 responses and amended responses to the discovery requests, meetings with Plaintiff
27 Rodriguez to prepare for her deposition, and attendance at Plaintiff Rodriguez'

1 deposition;

- 2 • Settlement: Review and analysis of the Settlement Agreement and conversations with
- 3 Fumiko Rodriguez regarding the Settlement Agreement’s provisions.

4 9. I have been a licensed attorney since 1987 with a focus on class action and mass
 5 tort matters, many of which are multi-district matters. Representative current class action litigation
 6 matters include: *In re: Blue Cross Blue Shield Antitrust Litigation* (Plaintiffs’ Local Facilitating
 7 Counsel; Plaintiffs’ Steering Committee), *In re: Generic Pharmaceuticals Pricing Antitrust*
 8 *Litigation*, *In re: Google Assistant Privacy Litigation*, and *In re: TikTok, Inc. Consumer Privacy*
 9 *Litigation*. Representative closed multi-district and class action matters include: *In re: TJX Retail*
 10 *Security Breach Litigation* (Plaintiffs’ Steering Committee); *In re: Vioxx Products Liability*
 11 *Litigation*; *In re: Bausch & Lomb Contact Lens Solution Products Liability Litigation* (Plaintiffs’
 12 Steering Committee); *In re: Heparin Products Liability Litigation* (Plaintiffs’ Steering
 13 Committee); *In re: Total Body Formula Products Liability Litigation* (Co-Lead and Liaison
 14 Counsel; Plaintiffs’ Executive Committee); *In re: Countrywide Security Breach Litigation*
 15 (Plaintiffs’ Steering Committee); *In re: Hydroxycut Marketing and Sales Practices Litigation*; *In*
 16 *re: Heartland Payment Systems, Inc. Customer Data Security Breach Litigation*; *Howerton, et al.*
 17 *v. Cargill, Inc. (Truvia)*; *In re: Zappos.com, Inc., Customer Data Security Breach Litigation*; *In*
 18 *re: DePuy Orthopaedics, Inc. ASR Hip Implant Products Liability Litigation*; *In re: Stryker*
 19 *Rejuvenate and ABG II Hip Implant Products Liability Litigation*; *In re: Community Health*
 20 *Systems, Inc., Customer Security Data Breach Litigation* (Plaintiffs’ Steering Committee); *In re:*
 21 *Local TV Advertising Antitrust Litigation*; and *In re: DePuy Orthopaedics, Inc., Pinnacle Hip*
 22 *Implant Products Liability Litigation*.

23 10. The total time for which my firm is requesting an award of legal fees is **118** hours.
 24 The total loadstar value of these professional services is **\$73,740.00**.

25 11. Attached as **Exhibit C** is a schedule of Wood Law Firm’s expenses reasonably
 26 incurred in connection with the Lawsuit for which reimbursement is requested. Expense items are
 27 billed separately, and such charges are not duplicated in the firm’s current billing rates. Further,

28

1 expense items do not contain any general overhead costs and do not contain a surcharge over the
2 amount paid to the corresponding vendor(s).

3 12. The requested payment for litigation expenses should also be approved because the
4 expenses were reasonably and necessarily incurred in the prosecution of the Lawsuit.

5 13. As detailed and categorized in the schedule attached as **Exhibit C**, Wood Law Firm
6 incurred a total of **\$5,230.66** in expenses from the inception of the Lawsuit through May 21, 2025.
7 The schedule is based upon expense records recorded in Wood Law Firm’s books and records.
8 These books and records are prepared from expense vouchers, check records, receipts, and other
9 source materials.

10 ***

11 I declare, under penalty of perjury, that the foregoing is true and correct. Executed on May
12 28, 2025, in Birmingham, Alabama.

DocuSigned by:
Edward K. Wood
0C35367BB7C6411
Edward K. Wood

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EXHIBIT A

Attorneys	Role	Total Hours	Hourly Rate	Total Lodestar
Edward K. Wood	Partner	94.10	\$750.00	\$70,155.00
TOTAL:				

Non-Attorneys	Role	Total Hours	Hourly Rate	Total Lodestar
Carla Baker	Paralegal	23.90	\$150.00	\$3,585.00
TOTAL:				

EXHIBIT B

[categorical breakdown of hours]

Hours by Category													
Attorneys	Role	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	Total Hours
E. Kirk Wood		2.6		44.2	27.	15.7						4.6	94.10
TOTAL:													94.10

Hours by Category													
Non-Attorneys	Role	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	Total Hours
Carla Baker		2.7		4.2	9.8				2.7			4.5	23.90
TOTAL:													23.90

Key:

- (1) Investigation / Factual Research;
- (2) Document Review (First Level)
- (3) Depositions (including prep)
- (4) Other Discovery
- (5) Pleadings, Briefs, Pretrial motions, excluding Class Certification (includes legal research)
- (6) Class Certification
- (7) Court Appearance and Preparation
- (8) Litigation Strategy, Case Management and Analysis
- (9) Experts
- (10) Trial and Trial Preparation
- (11) Mediation, Settlement & Settlement Admin

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EXHIBIT C

Expense Categories	Expenses
Travel - Airfare, Lodging, Meals, Taxi	\$3,622.41
Computer Research, Databases & Docket	\$
Court Transcripts/Court Reporter Fees	\$
Document Production, Review, IT and Maintenance	\$
Professional, Consulting, or Expert Fees	\$1,250.00
In-House Copying	\$
Postage, Mailing, FedEx, UPS, Fares & Messengers	\$
Service and Filing Fees	\$328.00
Publications, Library, Subscriptions & Promotion	\$
Conferences, Meetings, Telephone & Telecopier	\$30.25
TOTAL	\$5,230.66

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8 mmaclean@lowey.com
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kirk@woodlawfirmllc.com

15 *Counsel for Plaintiffs*

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

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

21 Plaintiffs,

22 v.

23 APPLE INC.,

24 Defendant.

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

**DECLARATION OF FUMIKO
RODRIGUEZ IN SUPPORT OF
PLAINTIFFS' COUNSEL'S MOTION
FOR ATTORNEYS' FEES AND
EXPENSES AND PLAINTIFFS'
APPLICATION FOR SERVICE
AWARDS, AND PLAINTIFFS'
MOTION FOR FINAL APPROVAL**

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

1 I, Fumiko Rodriguez (formerly known as Fumiko Lopez), declare under penalty of perjury
2 pursuant to 28 U.S.C. § 1746 as follows:

3 1. I am one of the Named Plaintiffs and Class Representatives in this Lawsuit. I
4 respectfully submit this Declaration in support of (a) Plaintiffs’ Counsel’s Motion for Attorneys’
5 Fees and Expenses and Plaintiffs’ Application for Service Awards, filed herewith, and (b)
6 Plaintiffs’ forthcoming Motion for Final Approval. I have personal knowledge of all the facts
7 stated herein, and if called to testify as a witness, I could and would competently testify to them.

8 2. Unless otherwise defined, capitalized terms in this Declaration have the same
9 meaning as set forth in the Settlement Agreement and Release (“Settlement Agreement”). ECF
10 No. 336-2.

11 3. On August 7, 2019, I filed this Lawsuit and chose to serve as a Class Representative
12 because I believe that privacy is an important right and Apple’s alleged surreptitious collection,
13 storage, and dissemination of my private and confidential recordings through the Siri functionality
14 violated my privacy.

15 4. I am not aware of any conflict of interest that I could have with any other Class
16 Member, and I am willing and able to continue as a Class Representative.

17 5. At all times during this litigation, I have endeavored to fully discharge my
18 obligations as Class Representative. To that end, I have: (1) routinely communicated with attorneys
19 at Wood Law Firm and Scott+Scott Attorneys at Law, LLP (“Scott+Scott”) concerning this
20 Lawsuit; (2) remained fully informed about case developments; (3) routinely reviewed the various
21 pleadings filed in this Lawsuit; (4) reviewed other documents related to the case; (5) responded to
22 Apple’s discovery requests; (6) prepared for and sat for a deposition; and (7) conferred with my
23 attorneys to understand and approve the terms of the Settlement and the benefits provided to the
24 Class. I agreed to the terms set forth in the Settlement Agreement, subject to the Court’s approval.

25 6. Over the span of more than six years, I have faithfully and diligently discharged my
26 duties as Class Representative, and I have worked closely with my attorneys to ensure the efficient
27 and effective prosecution of the Lawsuit. In doing so, I have expended valuable effort and time.

28 7. For example, I extensively discussed with attorneys at Wood Law Firm and

1 Scott+Scott the personal and sensitive nature of the privacy violations that I believe occurred and
2 had conversations with Wood Law Firm and Scott+Scott to understand the responsibilities that I
3 would have as a representative of the proposed class. I reviewed the draft complaint and provided
4 edits to the allegations that related to my experience before the complaint was filed. Throughout
5 the litigation, I maintained contact with Wood Law Firm to stay up to date regarding the progress
6 of the litigation.

7 8. During the discovery phase of the litigation, I worked with Wood Law Firm and
8 Scott+Scott to provide written responses to Apple’s discovery requests and interrogatories. I
9 reviewed Apple’s First Set of Requests for Production of Documents (“RFPs”), served on March
10 10, 2022, and conferred with my attorneys to understand these 23 RFPs. I spent several hours
11 searching for and providing documents to my attorneys and ultimately produced several
12 documents responsive to Apple’s RFPs. I also reviewed Apple’s First Set of Interrogatories
13 (“Interrogatories”), served on March 10, 2022, and met with my attorneys to discuss and respond
14 to these 14 Interrogatories. I then reviewed the draft responses to the Interrogatories to ensure the
15 accuracy of the responses.

16 9. On February 6, 2023, I was deposed for more than seven hours. In advance of the
17 deposition, I met with Wood Law Firm and Scott+Scott attorneys for several hours and also
18 independently prepared to provide testimony. This preparation involved a substantial investment
19 of time and effort. I also reviewed the entire transcript of my deposition to ensure the accuracy of
20 the transcription.

21 10. As the litigation progressed, I continued to engage with my attorneys and otherwise
22 assisted in representing the interests of the other Class Members throughout the settlement process.

23 11. Based on the considerable time and effort I spent in protecting the Class’s interests
24 in this Litigation, I support this application for a service award of \$10,000.

25 12. Based on my involvement throughout the case, I believe that the Settlement is fair,
26 reasonable and in the best interest of the Class Members.

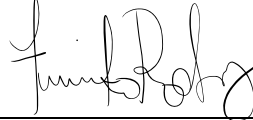
27 13. I understand that Plaintiffs’ Counsel have invested considerable time and effort
28 prosecuting this action on my and the Class’s behalf. This includes advancing hundreds of

1 thousands of dollars in expenses and spending thousands of hours over years of hard-fought
2 litigation, with no guarantee of recovery or payment. I therefore support this application for
3 reimbursement of attorneys' fees and expenses in an amount approved by the Court that is fair and
4 reasonable and accounts for the uncertainty of the recovery and the considerable time and effort
5 spent by Plaintiffs' Counsel in prosecuting this action.

6 14. I remain ready, willing, and able to continue to represent the interests of the Class
7 throughout the Settlement approval process.

8 ***

9 I declare, under penalty of perjury, that the foregoing is true and correct. Executed on May
10 21, 2025, in Rialto, California.



11 _____
12 Fumiko Rodriguez

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1 Vincent Briganti (*pro hac vice*)
Christian Levis (*pro hac vice*)
2 Margaret MacLean (*pro hac vice*)
3 Andrea Farah (*pro hac vice*)
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15 *Counsel for Plaintiffs*

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

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

21 Plaintiffs,

22 v.

23 APPLE INC.,

24 Defendant.

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

**DECLARATION OF JOHN TROY
PAPPAS IN SUPPORT OF
PLAINTIFFS' COUNSEL'S MOTION
FOR ATTORNEYS' FEES AND
EXPENSES AND PLAINTIFFS'
APPLICATION FOR SERVICE
AWARDS, AND PLAINTIFFS'
MOTION FOR FINAL APPROVAL**

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

1 I, John Troy Pappas, declare under penalty of perjury pursuant to 28 U.S.C. §1746 as
2 follows:

3 1. I am one of the Named Plaintiffs and Class Representatives in this Lawsuit and
4 respectfully submit this Declaration in support of: (a) Plaintiffs’ Counsel’s Motion for Attorneys’
5 Fees and Expenses and Plaintiffs’ Application for Service Awards, filed herewith, and (b)
6 Plaintiffs’ forthcoming Motion for Final Approval. I have personal knowledge of all the facts
7 stated herein, and if called to testify as a witness, I could and would competently testify to them.

8 2. Unless otherwise defined, capitalized terms in this Declaration have the same
9 meaning as set forth in the Settlement Agreement and Release (“Settlement Agreement”). ECF
10 No. 336-2.

11 3. I chose to serve as a Class Representative in this Lawsuit because I believe that
12 privacy is an important right and Apple’s alleged surreptitious collection, storage, and
13 dissemination of my private and confidential recordings through the Siri functionality violated my
14 privacy.

15 4. I am not aware of any conflict of interest that I could have with any other Class
16 Member, and I am willing and able to continue as a Class Representative.

17 5. At all times during this litigation, I have endeavored to fully discharge my
18 obligations as Class Representative. To that end, I have: (1) routinely communicated with
19 attorneys at Scott+Scott Attorneys at Law LLP (“Scott+Scott”) concerning this Lawsuit; (2)
20 remained fully informed about case developments; (3) reviewed pleadings filed in this Lawsuit;
21 (4) reviewed other documents related to the case; (5) responded to Apple’s discovery requests; (6)
22 prepared for and sat for a deposition; and (7) conferred with Scott+Scott to understand and approve
23 the terms of the Settlement and the benefits provided to the Class. I agreed to the terms set forth
24 in the Settlement Agreement, subject to the Court’s approval.

25 6. I became involved in the Lawsuit as a Named Plaintiff in connection with the filing
26 of the Second Amended Class Action Complaint (“SAC”), which was filed on March 17, 2021.
27 ECF No. 70. Over the span of four years, I have faithfully and diligently discharged my duties as
28 Class Representative, and I have worked closely with my attorneys to ensure the efficient and

1 effective prosecution of the Lawsuit. In doing so, I have expended valuable effort and time.

2 7. For example, I extensively discussed with attorneys at Scott+Scott the personal and
3 sensitive nature of the medical-related privacy violations that I believe occurred and had
4 conversations with Scott+Scott to understand the responsibilities that I would have as a
5 representative of the proposed class. I then reviewed the draft SAC and provided edits to the
6 allegations that related to my experience, before the SAC was filed. Throughout the litigation, I
7 monitored news reports of and recorded my own experiences with Apple-related privacy concerns
8 and corresponded with Scott+Scott attorneys regarding these issues.

9 8. During the discovery phase of the litigation, I worked with Scott+Scott to provide
10 written responses to Apple’s discovery requests and interrogatories. I reviewed Apple’s First Set
11 of Requests for Production of Documents (“RFPs”) directed to me and served on March 10, 2022,
12 and conferred with Scott+Scott attorneys to understand these 23 RFPs. I spent several hours
13 searching for and providing documents to Scott+Scott, and ultimately produced 71 pages of
14 documents responsive to Apple’s RFPs. I also reviewed Apple’s First Set of Interrogatories
15 (“Interrogatories”) directed to me and served on March 10, 2022, and met with Scott+Scott
16 attorneys to discuss and respond to these 14 Interrogatories. I then reviewed and provided edits
17 to the draft responses to the Interrogatories to ensure the accuracy of the responses.

18 9. On January 13, 2023, I was deposed for nearly five hours. In advance of the
19 deposition, I met with Scott+Scott attorneys twice for several hours and also independently
20 prepared to provide testimony. This preparation involved a substantial investment of time and
21 effort. I also reviewed the entire transcript of my deposition to ensure the accuracy of the
22 transcription.

23 10. As the litigation progressed, I continued to engage with Scott+Scott attorneys and
24 otherwise assisted in representing the interests of the other Class Members throughout the
25 settlement process.

26 11. Based on the considerable time and effort I spent in protecting the Class’s interests
27 in this Litigation, I support this application for a service award of \$10,000.

28

1 12. Based on my involvement throughout the case, I believe that the Settlement is fair,
2 reasonable and in the best interest of the Class Members.

3 13. I understand that Plaintiffs' Counsel have invested considerable time and effort
4 prosecuting this action on my and the Class's behalf. This includes advancing hundreds of
5 thousands of dollars in expenses and spending thousands of hours over years of hard-fought
6 litigation, with no guarantee of recovery or payment. I therefore support this application for
7 reimbursement of attorneys' fees and expenses in an amount approved by the Court that is fair and
8 reasonable and accounts for the uncertainty of the recovery and the considerable time and effort
9 spent by Plaintiffs' Counsel in prosecuting this action.

10 14. I remain ready, willing, and able to continue to represent the interests of the Class
11 throughout the Settlement approval process.

12 ***

13 I declare, under penalty of perjury, that the foregoing is true and correct. Executed on May
14 16, 2025, in Mount Laurel, New Jersey.

DocuSigned by:
John Troy Pappas
6579BA8*14C2464
John Troy Pappas

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Vincent Briganti (*pro hac vice*)
Christian Levis (*pro hac vice*)
Margaret MacLean (*pro hac vice*)
Andrea Farah (*pro hac vice*)
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pcarey@lexlawgroup.com

Counsel for Plaintiffs

**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.

Erin Green Comite (*pro hac vice*)
Joseph P. Guglielmo (*pro hac vice*)
SCOTT+SCOTT
ATTORNEYS AT LAW LLP
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E. Kirk Wood (*pro hac vice*)
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kirk@woodlawfirmllc.com

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

**DECLARATION OF DAVID
YACUBIAN IN SUPPORT OF
PLAINTIFFS' COUNSEL'S MOTION
FOR ATTORNEYS' FEES AND
EXPENSES AND PLAINTIFFS'
APPLICATION FOR SERVICE
AWARDS, AND PLAINTIFFS'
MOTION FOR FINAL APPROVAL**

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

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

3 1. I am one of the Named Plaintiffs and Class Representatives in this Lawsuit and
4 respectfully submit this Declaration in support of (a) Plaintiffs’ Counsel’s Motion for Attorneys’
5 Fees and Expenses and Plaintiffs’ Application for Service Awards, filed herewith, and (b)
6 Plaintiffs’ forthcoming Motion for Final Approval. I have personal knowledge of all the facts
7 stated herein, and if called to testify as a witness, I could and would competently testify to them.

8 2. Unless otherwise defined, capitalized terms in this Declaration have the same
9 meaning as set forth in the Settlement Agreement and Release (“Settlement Agreement”) (ECF
10 No. 336-2).

11 3. I chose to serve as a Class Representative in this Lawsuit because I believe that
12 privacy is an important right and Apple’s alleged surreptitious collection, storage, and
13 dissemination of my private and confidential recordings through the Siri functionality violated my
14 privacy.

15 4. I am not aware of any conflict of interest with any other Class Member, and I am
16 willing and able to continue as a Class Representative.

17 5. At all times during this litigation, I have endeavored to fully discharge my
18 obligations as Class Representative. To that end, I have: (1) routinely communicated with attorneys
19 at Lexington Law Group (“LLG”) concerning this Lawsuit; (2) remained fully informed about case
20 developments; (3) routinely reviewed the various pleadings and motions filed in this Lawsuit; (4)
21 reviewed other documents related to the case; (5) responded to Apple’s discovery requests; (6)
22 prepared for and sat for deposition on two separate days; and (7) conferred with LLG to understand
23 and approve the terms of the Settlement and the benefits provided to the Class. I agreed to the
24 terms set forth in the Settlement Agreement, subject to the Court’s approval.

25

1 hours reviewing, editing, and discussing my responses and supplemental responses to the
2 Interrogatories.

3 9. On January 9, 2023, I was deposed for nearly four and a half hours. In advance of
4 the deposition, I met with LLG attorneys for approximately an hour and independently prepared
5 to provide testimony. My preparation and attendance at the deposition involved a substantial
6 investment of time and effort. I also reviewed the entire transcript of my deposition to the accuracy
7 of the transcription.

8 10. At the January 9, 2023 deposition, I endured inquisitorial questions into my
9 personal life and childcare obligations by Apple's attorney, who falsely accused me of not taking
10 my obligations in this case seriously because I needed to conclude my deposition early – a fact
11 Apple's attorneys were aware of prior to my deposition. While I informed Apple's attorney that I
12 had to conclude my deposition early due to changing childcare obligations that were beyond my
13 control, Apple's attorney berated me with inquiries into my parenting, such as my access to other
14 family members or a nanny to assume my childcare obligations. Apple's attorney's unnecessary
15 inquisition concerning my childcare obligations consumed time that could have otherwise been
16 spent completing my deposition that day. Following my January 9, 2023 deposition however,
17 Apple requested that I sit for another half-day deposition.

18 11. On February 2, 2023, I was deposed for nearly one and a half hours. In advance of
19 the deposition, I met with LLG attorneys for approximately an hour and also independently
20 prepared to provide testimony. During the deposition, Apple's attorneys asked almost no
21 substantive questions and left me with the impression that they called me back for a second day of
22 deposition solely to harass me. I also reviewed the entire transcript of my deposition to the
23 accuracy of the transcription.

24 12. As the litigation progressed, I continued to engage with Plaintiffs' Counsel and
25

1 otherwise assisted in representing the interests of the other Class Members throughout the
2 settlement process.

3 13. Based on the considerable time and effort I spent in protecting the Class’s interests
4 in this Litigation, I support this application for a service award of \$10,000.

5 14. As a result of my involvement throughout the case, I believe that the Settlement is
6 fair, reasonable and in the best interest of the Class Members.

7 15. I understand that Plaintiffs’ Counsel have invested considerable time and effort
8 prosecuting this action on my and the Class’s behalf. This includes advancing hundreds of
9 thousands of dollars in expenses and spending thousands of hours over years of hard-fought
10 litigation, with no guarantee of recovery or payment. I therefore support this application for
11 reimbursement of attorneys’ fees and expenses in an amount approved by the Court that is fair and
12 reasonable and accounts for the uncertainty of the recovery and the considerable time and effort
13 spent by Plaintiffs’ Counsel in prosecuting this action.

14 16. I remain ready, willing, and able to continue to represent the interests of the Class
15 throughout the Settlement approval process.

16 ***

17 I declare, under penalty of perjury, that the foregoing is true and correct. Executed on May
18 22, 2025, in San Francisco, California.

19 /s/ David Yacubian
20 David Yacubian

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1 Vincent Briganti (*pro hac vice*)
Christian Levis (*pro hac vice*)
2 Margaret MacLean (*pro hac vice*)
3 Andrea Farah (*pro hac vice*)
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Joseph P. Guglielmo (*pro hac vice*)
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jguglielmo@scott-scott.com

9 Mark N. Todzo (Bar No. 168389)
Patrick Carey (Bar No. 308623)
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kirk@woodlawfirmllc.com

15 *Counsel for Plaintiffs*

16 **UNITED STATES DISTRICT COURT**
17 **NORTHERN DISTRICT OF CALIFORNIA**
18 **OAKLAND DIVISION**

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

22 Plaintiffs,

23 v.

24 APPLE INC.,

25 Defendant.

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

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' COUNSEL'S MOTION
FOR ATTORNEYS' FEES AND
EXPENSES AND PLAINTIFFS'
APPLICATION FOR SERVICE
AWARDS**

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

1 This matter came for a duly-noticed hearing on August 1, 2025 (the “Final Approval
2 Hearing”), upon Plaintiffs’ Counsel’s Motion for Attorneys’ Fees and Expenses and Plaintiffs’
3 Application for Service Awards (“Fee and Expense Application”) in the above-captioned
4 Lawsuit.¹ The Court has considered the Fee and Expense Application and all supporting and other
5 related materials, including the matters presented at the Final Approval Hearing. Due and adequate
6 notice of the settlement agreement between Plaintiffs and Apple (the “Settlement Agreement”)
7 having been given to the Settlement Class Members, the Final Approval Hearing having been held,
8 and the Court having considered all papers filed and proceedings held herein, having found the
9 Settlement of the Lawsuit to be fair, reasonable and adequate, and otherwise being fully informed
10 in the premises and good cause appearing therefor,

11 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

12 1. This Court has personal jurisdiction over Plaintiffs Fumiko Rodriguez (formerly
13 Fumiko Lopez), John Troy Pappas, David Yacubian (collectively, Plaintiffs”), Apple, and all
14 Settlement Class Members who have not timely and validly requested exclusion, and subject
15 matter jurisdiction over the Lawsuit to approve the Settlement Agreement and all exhibits attached
16 thereto.

17 2. Notice of the Fee and Expense Application was provided to potential Settlement
18 Class Members in a reasonable manner, and such notice complies with Rule 23(h)(1) of the Federal
19 Rules of Civil Procedure and due process requirements.

20 3. The Court hereby awards Plaintiffs’ Counsel attorneys’ fees of \$28,500,000 (30%
21 of the Gross Settlement Amount), and litigation expenses of \$916,125.83, together with interest
22 for the same time period and at the same rate as earned by the Gross Settlement Amount until paid,
23 which shall be paid out of the Gross Settlement Amount.
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27 ¹ Unless otherwise defined herein, all capitalized terms used herein have the meanings set forth
28 and defined in the Settlement Agreement. ECF No. 336-2.

1 4. Class Counsel is hereby authorized to allocate the attorneys’ fees among Plaintiffs’
2 Counsel in a manner in which, in Class Counsel’s judgment, reflects the contributions of such
3 counsel to the institution, prosecution and settlement of the Lawsuit.

4 5. In making this award of attorneys’ fees and payment of litigation expenses, the
5 Court has considered and found that:

6 a. the Settlement Agreement with Apple has created a non-reversionary fund of
7 \$95,000,000 in cash that Apple will pay pursuant to the terms of the Settlement Agreement;

8 b. Plaintiffs’ Counsel have devoted 22,240 hours with a combined lodestar of
9 \$17,562,928.50 to achieve the Settlement in this Lawsuit. Having reviewed Plaintiffs’
10 Counsel’s Fee and Expense Application, the Court finds the requested amount of attorneys’
11 Counsel’s Fee and Expense Application, the Court finds the requested amount of attorneys’
12 fees (\$28,500,000) to be fair, reasonable, and appropriate under applicable law and based
13 upon the following factors: (1) the results obtained are a fair, adequate, and reasonable
14 benefit to the Class; (2) the fee award represents a multiplier of 1.62 on Plaintiffs’
15 Counsel’s lodestar; (3) there was a considerable risk that Plaintiffs’ Counsel would recover
16 nothing; and (4) the financial burden taken on by Plaintiffs’ Counsel in litigating the case
17 on a contingent basis warrants granting the award.

18 c. The Settlement provides the Settlement Class with substantial and meaningful
19 financial relief as well as injunctive relief, as Apple has agreed to permanently delete
20 individual Siri audio recordings collected by Apple prior to October 2019 and agreed to
21 publish webpages further explaining (1) the process by which users may opt in to the
22 “Improve Siri” option on Siri Devices, and (2) the information Apple stores from users
23 who choose to opt in to Improve Siri;

24 d. Settlement Class Members who or which submit valid Claim Form will benefit
25 from the Settlement reached because of the efforts of Plaintiffs’ Counsel;

1 e. Plaintiffs’ Counsel has prosecuted the Lawsuit and achieved the Settlement with
2 skill, perseverance, and diligent advocacy;

3 f. The Lawsuit involves numerous complex factual and legal issues, was actively
4 litigated and, in the absence of the Settlement, would have involved lengthy proceedings
5 with uncertain resolution of the numerous complex factual and legal issues;

6 g. Had Plaintiffs’ Counsel not achieved the Settlement with Apple, there would
7 remain a significant risk that Plaintiffs and the Settlement Class may have recovered less
8 or nothing from Apple;

9 h. The contingent nature, risks and complexity of the Lawsuit favor the fee awarded
10 above;

11 i. Public policy considerations support the requested fee, as only a small number of
12 firms have the requisite expertise and resources to successfully prosecute cases such as the
13 Lawsuit;

14 j. The amount of attorneys’ fees awarded and expenses to be paid from the Gross
15 Settlement Amount is fair and reasonable in view of the applicable legal principles and the
16 particular facts and circumstances of the Lawsuit;

17 k. Plaintiffs’ Counsel have incurred \$916,125.83 in litigation expenses which were
18 reasonably incurred in the ordinary course of prosecuting this case and were necessary
19 given the complex nature and scope of this case. The Court finds that Plaintiffs’ Counsel
20 are entitled to be reimbursed for these litigation expenses.

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24 6. Pursuant to the Settlement Agreement, the attorneys’ fees and expense awards are
25 independent of the Court’s consideration of the fairness, reasonableness, and adequacy of the
26 Settlement.

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1 7. The attorneys' fees and payment of expenses awarded herein may be paid to
2 Plaintiffs' Counsel from the Gross Settlement Amount in accordance with the terms, conditions,
3 and obligations of the Settlement Agreement, which terms, conditions, and obligations are
4 incorporated herein.

5 8. Further, the Plaintiffs' dedication and efforts have conferred a significant benefit
6 on Settlement Class Members. Accordingly, the Court approves Plaintiffs' request for a Service
7 Award of \$10,000 each to Fumiko Rodriguez (formerly known as Fumiko Lopez), David Yacubian
8 and John Troy Pappas for their work in this Lawsuit, finding that such award is fair, reasonable,
9 and adequate.

10 9. This Service Award is justified by: (1) the risk Plaintiffs faced in bringing this
11 lawsuit, financial and otherwise; (2) the amount of time and effort spent on this Lawsuit by the
12 Plaintiffs, including active participation in discovery and case strategy; and (3) the benefits the
13 Plaintiffs helped obtain for the Settlement Class members under the Settlement.

14 10. The Service Awards set forth in this Order shall be paid and distributed in
15 accordance with the terms of the Settlement.

16 11. Without affecting the finality of this Order in any way, this Court hereby retains
17 continuing jurisdiction over the Parties and the Settlement Class Members for all matters relating
18 to this Lawsuit, including the administration, interpretation, effectuation, or enforcement of this
19 Order.

20 12. In the event the Settlement Agreement is terminated, or the Effective Date does not
21 occur in accordance with the terms of the Settlement Agreement, this Order shall be null and void,
22 of no further force or effect, and without prejudice to any of the Parties, and may not be introduced
23 as evidence or used in any Lawsuits or proceedings by any Person against the Parties.
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IT IS SO ORDERED.

Date: _____

Hon. Jeffrey S. White
United States District Judge
Northern District of California