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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

LISA TABAK, DE'JHONTAI BANKS, MATTHEW WHITE, KELLY CAMELO-CENICOLA, NESTOR TRUJILLO, and CHRISTINE CLEMENCE, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

APPLE, INC.,

Defendant.

CASE NO. 4:19-CV-02455-JST

PLAINTIFFS' NOTICE OF MOTION AND UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Judge: Hon. Jon S. Tigar
Date: June 29, 2023
Time: 2:00 p.m.
Place: Courtroom 6, 2nd Floor
1301 Clay Street, Oakland, CA 94612

NOTICE OF MOTION

PLEASE TAKE NOTICE THAT on June 29, 2023 at 2:00 p.m., or as soon thereafter that the matter may be heard, in the Courtroom of the Honorable Jon S. Tigar, of the United States District Court for the Northern District of California, located in Courtroom 6 on the 2nd Floor, 1301 Clay Street, Oakland, CA 94612, Oakland Courthouse, Plaintiffs Lisa Tabak, De'Jhontai Banks, Matthew White, Kelly Camelo-Cenicola, Nestor Trujillo, and Christine Clemence ("Plaintiffs") will and hereby do move, pursuant to Federal Rule of Civil Procedure 23, this Court for an Order (1) preliminarily approving the Proposed Settlement settling their claims, both on behalf of themselves and on behalf of a Settlement Class of similarly situated individuals; (2) certifying the Settlement Class for settlement purposes only; (3) directing notice to the Settlement Class; (4) appointing Plaintiffs' counsel as Class Counsel and Plaintiffs as Class Representatives; and (5) scheduling a final approval hearing. As discussed more fully in the attached Memorandum of Points and Authorities, the Parties have negotiated a Settlement that provides substantial compensation to consumers who allegedly experienced certain audio issues with their iPhone 7 and iPhone 7 Plus devices, thereby providing meaningful relief to Class Members for the alleged defect. The proposed notice program, which was negotiated and agreed to by the Parties, includes both email notice and postcard notice, and thereby provides the best notice practicable under the circumstances, as required by Federal Rule of Civil Procedure 23. Thus, in this Motion, which is unopposed by Defendant Apple Inc., Plaintiffs respectfully request that the Court grant preliminary approval of the Proposed Settlement, direct notice to the proposed Settlement Class, and schedule a final approval hearing.

Dated: May 25, 2023

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION AND SUMMARY OF ARGUMENT

Plaintiffs originally filed this proposed class action against Defendant Apple Inc., ("Apple") on May 6, 2019. Following approximately four years of vigorous litigation and discovery, the parties have reached an agreement to resolve the claims raised in this Action (the "Settlement" or the "Proposed Settlement")[1]. The Settlement provides for a total fund of $35,000,000, providing between $50 to $349 to Settlement Class Members who paid Apple out-of-pocket for a repair or replacement ("OOP Payees") for certain alleged audio-related issues with their iPhone 7 or iPhone 7 Plus phones and up to $125 to Settlement Class Members who complained to Apple about such alleged audio-related issues but did not pay out-of-pocket to Apple for a repair or replacement ("Complainants"). The Proposed Settlement, which is attached as **Exhibit 1** to the Joint Declaration of Proposed Class Counsel ("Counsel Decl."), was reached only after extensive litigation and arm's-length negotiations before Mr. Randall Wulff, an experienced mediator. The Proposed Settlement is fair, reasonable, and adequate, and provides meaningful relief to the proposed Settlement Class, while balancing the risks and delays of continued, protracted litigation, including class certification briefing, expert reports, trial, and the potential for no recovery to Plaintiffs at all. Such recovery aligns with other consumer class action settlements approved in this District.[2] Based on an informed evaluation of the facts and governing legal principles, Plaintiffs respectfully request that the Court preliminarily approve the Proposed Settlement.

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[1] Unless otherwise specifically defined herein, all capitalized terms have the same meanings as those set forth in the Parties' Settlement Agreement, attached as **Exhibit 1**.

[2] *See, e.g.*, *Bronson v. Samsung Elecs. Am., Inc.*, No. C 18-02300 WHA, 2020 WL 1503662, at *2 (N.D. Cal. Mar. 30, 2020); *In re Nexus 6P Products Liability Litigation*, No. 17-cv-02185-BLF, 2019 WL 6622842, at *1-2 (N.D. Cal. Nov. 12, 2019); *Miller v. Ghirardelli Chocolate Co.*, No. 12-cv-04936-LB, 2015 WL 758094 (N.D. Cal. Feb. 20, 2015); *Larsen v. Trader Joe's Co.*, No. 11-cv-05188-WHO, 2014 WL 3404531 (N.D. Cal. July 11, 2014); *In re Apple iPhone/iPod Warranty Litig.*, No. CV-10-01610, 2014 WL 12640497, at *3 (N.D. Cal. May 8, 2014).

II. FACTUAL AND PROCEDURAL BACKGROUND

A. Factual Background

This case involves an alleged defect in iPhone 7 and iPhone 7 Plus devices (the "iPhones"), which were designed, marketed, and sold by Apple. This alleged issue affects the audio IC chip on the iPhone's logic board and allegedly impacts the iPhone's audio functionality. Plaintiffs allege the iPhone's casing can bend excessively through normal and intended use, severing the connection between the audio IC chip and the logic board. As a result, Plaintiffs allege that the iPhones may experience issues with audio functionality as described in the Second Amended Complaint.

B. Procedural History

Plaintiffs filed their original Complaint on May 6, 2019. ECF No. 1. Following an amendment and full briefing on Apple's motion to dismiss the complaint, the Court granted partial dismissal with leave to amend. ECF No. 62. Plaintiffs filed the operative Second Amended Complaint on February 20, 2020. ECF No. 67. Following further briefing on another motion to dismiss, the Court dismissed several claims with prejudice and left intact certain express warranty claims, implied warranty claims under the Song-Beverly Consumer Warranty Act, various state consumer protection claims, and common law fraud and negligent misrepresentation claims. ECF No. 90.

Since that time, the parties have engaged in significant discovery, issuing and responding to multiple sets of requests for production, interrogatories, and requests for admission. Counsel Decl. ¶ 7. Apple has produced, and Plaintiffs have reviewed, hundreds of thousands of pages of documents. *Id.* Plaintiffs requested, and reviewed, documents relating to third-party sales of the iPhones. *Id.* Apple deposed all named Plaintiffs. *Id.* ¶ 8. Further, the Parties have met and conferred extensively regarding discovery and testing of the iPhones, and, following a joint discovery letter and conference with the Court, they engaged a neutral expert to accomplish some of this testing.

See ECF No. 140; *see also* Counsel Decl. ¶ 9. The Court set regular case management conferences for the Parties to discuss discovery, case status, and mediation. *See* ECF 94, 115, 117, 156.

At the Court's request, the Parties engaged neutral mediator Randall Wulff to conduct a mediation on November 2, 2022. With Mr. Wulff's aid, the Parties reached an agreement to settle. Since that mediation, the parties have continued to discuss and finalize the settlement terms.

III. THE PROPOSED SETTLEMENT

The Proposed Settlement provides substantial, meaningful relief to current and former owners of the iPhones by compensating all who reported to Apple an alleged issue regarding the iPhone 7 and iPhone 7 Plus reflected in Apple's records as Sound-Speaker, Sound-Microphone, Sound – Receiver, Unexpected Restart / Shutdown, or Power On – Device Unresponsive, with higher compensation to those who paid out of pocket to Apple for a repair or replacement. The Settlement Fund will contain enough funds to ensure that Settlement Class Members receive full and fair relief.

A. The Proposed Settlement Class

The Settlement contemplates certification of the following Settlement Class for settlement purposes only:

> [I]ndividual persons who are United States residents and who own or owned an Apple iPhone 7 or 7 Plus and reported to Apple in the United States Covered Issues, including but not limited to those who paid Apple out of pocket for repairs or replacements for Covered Issues as reflected in Apple's records. The Settlement Class excludes Apple; any entity in which Apple has a controlling interest; Apple's directors, officers, and employees; Apple's legal representatives, successors, and assigns. Also excluded from the Settlement Class are all judicial officers assigned to this case as well as their staff and immediate families. The Class Period shall be September 16, 2016, to January 3, 2023.

Settlement Agreement ("SA") ¶ 25, Ex. A.

"Covered Issues" are defined as "issues reported to Apple regarding the iPhone 7 and iPhone 7 Plus reflected in Apple's records as Sound-Speaker, Sound-Microphone, Sound – Receiver, Unexpected Restart / Shutdown, or Power On – Device Unresponsive." *Id.*

The Settlement Class is more precisely defined than the classes set out in the operative complaint. ECF No. 67, ¶¶ 245-46 (Procedural Guidance for Class Action Settlements ("Guideline") 1(a)). The Settlement Class includes all individuals who owned an iPhone 7 or 7 Plus, allegedly experienced a Covered Issue, and contacted Apple regarding the Covered Issue. Purchasers of iPhone 7 or iPhone 7 Plus who did not experience any issue are not Settlement Class Members. *See* Guideline 1(c).

Plaintiffs narrowed the Settlement Class given the serious risk associated with litigating the claims of iPhone 7 and 7 Plus purchasers who never experienced the alleged audio issue. For example, at trial, Apple could argue before a jury that the iPhone owners who never experienced any alleged audio issue were never harmed—or that because a large majority of the iPhones did not manifest any audio issue, there was no defect. In defining the Settlement Class to only include those individuals who alleged that they experienced an issue, these risks are alleviated. Balancing these risks with ensuring a recovery on behalf of the Settlement Class Members who experienced an alleged audio issue is fair and reasonable.

B. Benefits to the Settlement Class Members

Apple will provide $35,000,000 for the Settlement Fund to cover all Settlement Class Member payments, administrative expenses, any taxes owed upon the gross settlement amount (excluding taxes owed by any individual Settlement Class Counsel, Plaintiffs, or Settlement Class Members), any attorneys' fee and expense awards, and any class representative service awards. SA ¶ 14. While recognizing that the Settlement entitles Class Counsel to apply for reasonable fees and expenses, the outcome of that request will not impact the settlement becoming effective, and Apple reserves the right to object to or oppose Class Counsel's request for attorneys' fees and expenses. Settlement Class Members who provide valid payment information (directing the settlement administrator as to whether they prefer to receive payment by physical check, electronic check or direct deposit, and providing the information necessary for their chosen payment method) will receive payment from the Settlement Fund. Any Settlement Class Member who paid any out-

of-pocket expenses to Apple for a repair or replacement allegedly relating to a Covered Issue ("OOP Payee") and who submits valid payment information will receive a cash payment between $50 and $349, with all OOP Payees receiving the same amount. *Id.*, § B.3. Any Settlement Class Member who did not pay out-of-pocket costs to Apple for repairs allegedly relating to a Covered Issue ("Complainant") and who submits valid payment information will receive a cash payment of up to $125, capped at 75% of the payment to OOP Payees, with all Complainants receiving the same amount. *Id.* Settlement Class Members will have 105 days from the Notice Date (which is to be established by the Court upon preliminarily approving the Settlement) to submit payment information. *Id.* ¶ 21.

Should any payments to Class Members fail or remain uncashed after 120 days, such funds will be used to pay any unanticipated costs of administration. *Id.* § B.7. If funds still remain after payment of unanticipated administrative costs, the remaining funds will be distributed to Girls Who Code as the *cy pres* recipient, subject to the Court's approval. *Id.* § B.8. Under no circumstances shall any settlement funds revert to Apple. *Id.* § B.7.

C. Settlement Administration

The parties have agreed to retain Angeion Group ("Angeion") as the Settlement Administrator, subject to the Court's approval. SA § F.1; *see also* Counsel Decl. ¶ 23. Angeion has substantial experience in managing class settlements nationwide. Declaration of Steven Weisbrot of Angeion Group, LLC ("Weisbrot Decl.") ¶¶ 9-10. Before deciding on Angeion, the Parties reviewed competitive proposals from three prominent settlement administrators, all of whom proposed similar methods of notice and class payment, with Angeion ultimately providing the most cost-effective bid. Counsel Decl. ¶¶ 19-22. In the past two years, proposed Class Counsel has worked with Angeion 35 times. *Id.* ¶ 24. All settlement administrative expenses will be paid from the Settlement Fund. SA § F.1; Guideline 2(b).

Assuming 210,000 Settlement Class Members submit their payment information, which Angeion estimates based on extensive prior experience in similar class actions as detailed in the

Administrator Declaration, the Administrator has agreed to cap the costs of notice and administration at $574,000, which is in line with the costs charged by other settlement administrators for a comparable notice plan and effectuation of payment. Counsel Decl. ¶ 21; Weisbrot Decl. ¶ 27.

The Administrator will oversee Notice to the Settlement Class Members and administration of the Settlement Fund. Weisbrot Decl. ¶¶ 12-18. The Administrator also has established procedures for handling class member data and accepts responsibility for mishandling of this data. *Id.* ¶¶ 22-26; Guideline 2(b).

D. Class Notice

Apple will provide the Settlement Administrator with a list of Settlement Class Members, including their emails and physical addresses to the extent available. SA § F.3. As soon as practicable—but no later than 30 days following the date on which Apple provides the Settlement Administrator the Settlement Class list—Notice will be sent via email to those Settlement Class Members for whom Apple has an email address on record. *Id.* § F.4. Where Apple has only a physical address for a Settlement Class Member, Notice will be sent via direct mail postcard. *Id.* Should the Notice reach less than 90% of Settlement Class Members, the Settlement Administrator will provide supplemental notice via direct mail postcard to those Settlement Class Members whose emails were returned as undeliverable. Such supplemental notice will be completed at least 30 days prior to the deadline to submit an objection to or exclusion from the Settlement ("Objection and Exclusion Deadline"). Additionally, the Settlement Administrator will create and administer a settlement website and toll-free number where Settlement Class Members can easily access information regarding the Settlement, review Settlement-related documents and deadlines, and review procedures for submitting payment information, exclusion requests, or objections.

E. Opt-Outs and Objections

The Full Class Notice and Settlement Website will advise Settlement Class Members of their right to opt out of or object to the Settlement, of Class Counsel's application for Attorneys'

Fees and Expenses and for Service Awards to the Class Representatives, and of all deadlines and dates associated with the Settlement. SA §§ F.5, F.6, Ex. A. A motion for attorneys' fees will be filed at least 35 days prior to the Objection and Exclusion Deadline, as set forth in the timeline in the proposed preliminary approval order. *See* Guideline 9. Settlement Class Members who wish to object must mail a written objection to the Court on or before the Objection and Exclusion Deadline (105 days after the Notice Date), providing: (a) the full name, address, telephone number, and email address of the objector and any counsel representing the objector; (b) the case name and number; (c) information sufficient to verify that the objector is a Settlement Class Member; (d) whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (e) the grounds for the objection; and (f) the objector's signature. SA ¶ 17, § D.4; *see also* Guideline 5. Any objector wishing to appear and be heard at the Final Approval Hearing must include a Notice of Intention to Appear in the Objection. SA § D.5. Settlement Class Members may exclude themselves from the Settlement by submitting to the Administrator a written request for exclusion on or before the Objection and Exclusion Deadline (105 days after the Notice Date) online through the Settlement Website or by U.S. Mail, which must include: (a) the Settlement Class Member's name, address, and telephone number; (b) the Settlement Class Member's signature; and (c) a clear request that the individual would like to "opt out" or be excluded from the Settlement. SA ¶ 17, § E.2; *see also* Guideline 4.

F. Attorneys' Fees and Expenses

Plaintiffs' counsel seek to be appointed as Class Counsel and intend to seek an award of reasonable attorneys' fees and expenses. The Parties did not discuss fees and expenses during the negotiations of the Settlement. Counsel Decl. ¶ 35. Following finalization of the Settlement's terms, the Parties agreed that any awarded fees and expenses would be paid from the Settlement Fund prior to distribution to the Settlement Class Members. SA ¶ 2. The Parties have not agreed to any award of attorneys' fees or expenses, and Apple may object to the request for attorneys' fees and expenses. *Id.* § G.2. Proposed Class Counsel shall file a separate request for fees and

expenses. Proposed Class Counsel intends to seek $8,750,000 in attorneys' fees and costs. This figure represents a 25% benchmark compared to the total Settlement amount. Apple reserves the right to object to or oppose Class Counsel's requests for attorneys' fees and expenses.

G. Service Award to Named Plaintiffs

Plaintiffs played a vital role in litigating this case, including reviewing pleadings and other filings, staying abreast of the status of the case and regularly discussing the matter with their counsel over a period of years, responding to discovery, searching for and producing documents, preparing and sitting for depositions, playing an active role in considering and approving settlement terms, and ensuring the interests of putative class members were protected. Counsel Decl. ¶¶ 28-34; *see also* Guideline 7. Therefore, Plaintiffs intend to petition the Court to award each Plaintiff $3,000—a total of $18,000—in recognition of their active role and significant time expended in furtherance of this important, multi-year litigation on behalf of the proposed Settlement Class. SA § G.1. Apple has agreed not to oppose this request. *Id.*

H. *Cy Pres* Recipient

Following agreement of a settlement in principle, the Parties have jointly agreed to propose Girls Who Code as the *cy pres* recipient, pending the Court's approval. SA § B.8; Guideline 8; *see also* Counsel Decl. ¶¶ 25-26. Girls Who Code is a national organization that works to diminish the gender gap in technological professions, to increase exposure to underrepresented minorities in the technological field, and to expand computer science curricula in schools. The Parties believe that Girls Who Code is an appropriate potential *cy pres* recipient in this case.

I. Class Action Fairness Act ("CAFA")

The Proposed Settlement fully complies with CAFA, 28 U.S.C. § 1711, *et seq.* *See* Guideline 10. The Proposed Settlement does not provide for a recovery of coupons, does not result in a new loss to any Class Member, and does not treat Class Members inequitably based upon geographic location or any other factor. *See* 28 U.S.C. §§ 1712-14. Moreover, "[u]pon the filing of the motion requesting issuance of the Preliminary Approval Order, Apple will provide timely

notice of such motion as required by 28 U.S.C. § 1715." SA § C.3; *see also* Weisbrot Decl. ¶ 28; Guideline 10.

J. Comparable Settlements

Plaintiffs have identified three comparable class settlements, which involve similar allegedly deceptive marketing of consumer products manifesting an alleged defect. Guideline 11. These comparable settlements, which are discussed here, are also summarized in a chart included as Appendix A to this Motion. *See id.*

In re Apple iPhone/iPod Warranty Litigation, the settlement class was certified to include consumers who were required to pay out-of-pocket expenses to replace an iPhone or iPod due to alleged issues with the liquid contact indicator on the devices. 2014 WL 12640497, at *2-3. On average, eligible settlement class members there received an average payment of $241 for each of the approximately 152,000 affected class devices. *Id.* at *3. The *In re Apple iPhone/iPod Warranty Litigation* court approved that settlement. *Id.* at *2. Here, the Proposed Settlement will provide up to $349 to Settlement Class Members who paid out-of-pocket costs and will, in addition, provide cash benefits to those Settlement Class Members who did not incur costs.

In re MacBook Keyboard Litigation, which has been preliminarily approved but not finally approved as of the date of this filing, involves consumer protection claims under various states' laws brought on behalf of consumers who purchased certain Apple computers. No. 5:18-cv-02813-EJD, 2022 WL 17409738, at *1 (N.D. Cal. Dec. 2, 2022). There, Apple established a $50,000,000 common fund. Similar to the instant case, the allocation plan in *In re MacBook Keyboard Litigation* includes multiple groups of claimants, whose recovery vary based on how the claimants are categorized . *Id.* at *6. As of March 6, 2023, 86,117 claims were submitted to the settlement administrator in *In re MacBook Keyboard Litigation*, and based on that claims rate, the settlement administrator estimated that Group 1 class members would receive $300, Group 2 class members would receive $125, and Group 3 class members would receive $50. *In re MacBook Keyboard Litigation*, 2022 WL 17409738, at *5-6.

In re Nexus 6P Products Liability Litigation asserted violations of California consumer protection laws, as well as breach of warranty claims, on behalf of consumers who purchased allegedly defective smartphones. 2019 WL 6622842, at *1-2. Defendants established a settlement fund of $9,750,000, which after notice and administrative expenses, attorneys' fees and expenses, taxes, and service awards, yielded a net settlement fund of $6,375,000. *Id.* at *2. The *Nexus 6P* settlement provided a tiered allocation plan, with the largest maximum payout reserved for class members who had multiple devices manifesting the defects. *Id.* at *2-3. Direct notice was sent to 383,965 class members, and the parties estimated that 77% of the settlement class was contacted through direct and indirect notice. *Id.* at *3-4. At the time final approval was granted, the parties estimated that claimants would receive the following distributions: (1) 7,250 claimants would receive approximately $5; (2) 43,750 claimants would receive approximately $10 or $20, depending on the type of defect (battery drain or bootloop); (3) 11,600 claimants would receive approximately $150 (battery defect) or $325 (bootloop defect); and (4) approximately 5,000 claimants would receive $400. *Id.* at *4. Following the distribution of benefits to class members, payment of attorneys' fees and costs, and payment of $319,972.84 in administrative costs, a total of $132,920.62 remained and was distributed to the *cy pres* recipient. *See In re Nexus 6P Prods. Liab. Litig.*, ECF Nos. 232 (N.D. Cal. Mar. 6, 2023), 238 ECF No. 238 (N.D. Cal. Apr. 27, 2021), 240 (N.D. Cal. Mar. 14, 2022), 241 (N.D. Cal. Mar. 15, 2022).

These cases support compensating Settlement Class Members who actually experienced manifestation of the alleged issue. Here, the Proposed Settlement will provide up to $349 to Settlement Class Members who paid out-of-pocket and will, in addition, provide cash benefits to those Settlement Class Members who did not. These settlements strongly support preliminary approval of this Proposed Settlement

IV. LEGAL STANDARD

In the Ninth Circuit, there is a "strong judicial policy that favors settlements" of class actions. *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992). "[T]here is an

overriding public interest in settling and quieting litigation," and this is "particularly true in class action suits." *Van Bronkhorst v. Safeco Corp.*, 529 F.2d 943, 950 (9th Cir. 1976). Recognizing that "[p]arties represented by competent counsel" are "positioned . . . to produce a settlement that fairly reflects each party's expected outcome in [the] litigation," courts favor approval of settlements. *In re Pac. Enters. Sec. Litig.*, 47 F.3d 373, 378 (9th Cir. 1995). At the preliminary approval stage, courts generally "require a determination of whether the proposed settlement 'falls within the range of possible approval' and 'has no obvious deficiencies.'" *O'Connor v. Uber Techs., Inc.*, No. 13-CV-03826-EMC, 2019 WL 1437101, at *4 (N.D. Cal. Mar. 29, 2019). Moreover, preliminary approval should be granted where the parties have 'show[n] that the court will likely be able to . . . approve the proposal under [the final approval factors in] Rule 23(e)(2)'" and 'certify the class for purposes of judgment on the proposal.'" *Id.* (citing Fed. R. Civ. P. 23(e)(1)(B)). The relative degree of importance to be attached to any particular factor will depend upon . . . the unique facts and circumstances presented by each individual case." *Officers for Justice v. Civil Serv. Comm'n of City & Cty. of San Francisco*, 688 F.2d 615, 625 (9th Cir. 1982). In particular, determining whether a proposed settlement is fair, adequate and reasonable depends upon:

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

Churchill Village, L.L.C. v. General Electric, 361 F.3d 566, 575 (9th Cir. 2004).

V. ARGUMENT

A. The Court Should Approve the Proposed Settlement Because It Is Fair, Reasonable, and Adequate.

The Proposed Settlement represents a fair, reasonable, and adequate resolution to this litigation, providing meaningful relief to consumers. The relevant considerations weigh in favor of preliminarily approving—and of eventually finally approving—the Proposed Settlement.

1. The Proposed Settlement is the result of good faith, arm's-length negotiations before an experienced Mediator.

The Parties reached the Proposed Settlement following a day-long mediation session and extensive discussions thereafter overseen by Randall Wulff, an experienced litigator and mediator capable of analyzing the strengths and weaknesses of the parties' cases. Mr. Wulff offered a reasonable, unbiased analysis of each party's arguments, claims, and defenses, helping the Parties to recognize the validity (and shortcomings) of their positions. Mr. Wulff ensured that the Parties' negotiations were conducted in good faith and at arm's length. After an approximately 10-hour mediation session and numerous discussions thereafter, the parties reached an agreement to settle. "[T]he assistance of an experienced mediator in the settlement process confirms that the settlement is non-collusive." *See G. F. v. Contra Costa Cnty.*, No. 13-cv-03667-MEJ, 2015 WL 4606078, at *13 (N.D. Cal. July 30, 2015) (citation omitted); *Villegas v. J.P. Morgan Chase & Co.*, No. CV 09–00261 SBA (EMC), 2012 WL 5878390, at *6 (N.D. Cal. Nov. 21, 2012) (noting that private mediation "tends to support the conclusion that the settlement process was not collusive"). This favors preliminary approval.

2. The Proposed Settlement falls within the range of possible approval.

It is axiomatic that "the very essence of a settlement is compromise, 'a yielding of absolutes and an abandoning of highest hopes.'" *Officers for Just. v. Civ. Serv. Comm'n of City & Cnty. of San Francisco,* 688 F.2d 615, 624 (9th Cir. 1982). The Proposed Settlement provides substantial monetary relief to the Class considering (1) the costs, risks, expenses, and delays of trial and

appeal, (2) the effectiveness of the proposed distribution plan, and (3) the fair and explained terms of the substantial gross Settlement fund that will sufficiently pay for all of the settlement costs, including any award of attorneys' fees and expenses. Fed. R. Civ. P. 23(e)(2)(C).

a. The Strengths and Risks of Plaintiffs' Case and the Complexity and Likely Duration of Further Litigation

The Proposed Settlement provides substantial relief to the Class in the face of the inherent uncertainties of litigation. "The substantial and immediate relief provided to the Class under the Settlement weighs heavily in favor of its approval compared to the inherent risk of continued litigation, trial, and appeal, as well as the financial wherewithal of the defendant." *Kim v. Space Pencil, Inc.*, No. C 11-03796 LB, 2012 WL 5948951, at *5 (N.D. Cal. Nov. 28, 2012).

This case presents significant risks to recovery. On the merits, Apple disputes all Plaintiffs' claims. Since inception, Apple has denied that the iPhone 7 and 7 Plus contained any alleged defect. Apple also argued that Plaintiffs and all consumers of the iPhone 7 and iPhone 7 Plus received the benefit of their bargain. According to Apple, the challenged components and design are not deficient. Further, Apple maintains that all its representations were true and denies that Apple at any time acted in violation of any consumer protection law or inconsistent with its warranties. Additionally, Apple denies that class treatment is appropriate under the circumstances and will point to what it claims are individualized issues.

There is meaningful risk that a factfinder could agree with Apple at trial. Indeed, consumer class action trials are inherently risky. Seemingly meritorious class actions have recently gone to trial in California, with judgments returned for defendants. *See e.g., Farar v. Bayer AG*, No. 14-cv-4601 (N.D. Cal. 2017); *Allen v. Hyland's, Inc.*, No. 12-cv-1150 DMG (MANx) (C.D. Cal. 2014); *cf. Racies v. Quincy Bioscience, LLC*, No. 15-cv-292 (N.D. Cal. 2017) (declaring mistrial and decertifying class).

Similarly, summary judgment is also not without risk, where Apple could analogize to the Ninth Circuit's recent dismissal in *Hamilton v. TBC Corp.*, 821 *F. App'x* 720, 723 (9th Cir. 2020).

There, the Ninth Circuit held that plaintiffs were not able to pinpoint and prove a defect to support their claims. Proving an actionable defect can be difficult even in strong cases. *Id.* Therefore, in the face of additional months, if not years, of litigation, Plaintiffs must weigh the very real risk that the Court—or a jury—could be unconvinced that a legitimate defect exists in the iPhones. Accordingly, while Plaintiffs vigorously dispute Apple's contentions on the merits, the risks of litigation weigh in favor of settlement. *See Knapp v. Art.com, Inc.*, 283 F. Supp. 3d 823, 832 (N.D. Cal. 2017) (approving settlement where "[c]ase law suggests that plaintiff would have faced challenges in continuing to litigate" and "unless the settlement is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with uncertain results").

b. The Risk of Maintaining Class Action Status

The risk of maintaining class action status through trial supports preliminary approval. Counsel Decl. ¶¶ 15-16. A class has not been certified in this case, and Apple will oppose certification if the case proceeds. *See In re Netflix Privacy Litig.*, No. 5:11-CV-00379 EJD, 2013 WL 1120801, at *6 (N.D. Cal. Mar. 18, 2013). Indeed, Apple would argue that individual questions predominate over common questions with regard to exposure, reliance, materiality, causation, and injury. Although Plaintiffs assert that certification for litigation is appropriate here, the risk remains that the Court could refuse to certify a class. In that event, putative class members would receive nothing. And even if the Court did certify a litigation class, Plaintiff would still face potential review on appeal, and would need to prove their claims at trial, which carries serious expense and further delay—potentially delaying recovery for years. Likewise, Plaintiffs would continue to face the risk that a "district court may decertify a class at any time." *Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 966 (9th Cir. 2009). The Proposed Settlement allows Plaintiffs and Settlement Class Members to avoid these risks, additional expenses, and delays in favor of immediate recovery.

c. The Amount Offered in Settlement

Plaintiffs and their counsel secured for the Settlement Class a gross Settlement fund of $35,000,000, which is reasonable in relation to potential trial damages for the Settlement Class.

As discussed above, after mediation with Mr. Wulff and analysis of the facts and risks, the Plaintiffs concluded that it was appropriate to define a Settlement Class of iPhone 7 and 7 Plus owners nationwide who allegedly experienced a manifestation of the Defect and who contacted Apple regarding the Covered Issue. Thus, the recovery under this Settlement is different than recovery at trial based on Plaintiffs' complaint. But settling on these bases avoids the more significant risks associated with seeking certification of or trying claims by consumers who never experienced any alleged audio issue and who enjoyed full use of their iPhone.

The Settlement ensures payment of up to $349 through a straightforward process to any consumer who paid out-of-pocket expenses allegedly related to a Covered Issue. This figure is intended to compensate such consumers, because it is designed to track the average out-of-pocket expenses related to repairing or replacing an iPhone allegedly experiencing one of the Covered Issues. Apple's data shows that, on average, following alleged manifestation, customers paid $193 in out-of-pocket expenses to Apple for repairs or replacements allegedly related to the Covered Issues. Additional benefits are reserved for those who contacted Apple allegedly regarding a Covered Issue but did not pay for repairs or replacements. These consumers may receive up to $125.

This tiered allocation plan ensures that consumers are reasonably compensated for Covered Issues they allegedly experienced with their iPhones and, where applicable, their out-of-pocket payments. The plan also reasonably compares to any recovery that could be awarded to compensate for Covered Issues they allegedly experienced without related out-of-pocket costs. The Settlement benefits available to OOP Payees amount to 180% of the total average costs paid by them to Apple related to Covered Issue.

d. Extent of Discovery Completed and Stage of Proceedings

The Parties have been engaged in discovery since 2021, document production and review are substantially complete (with hundreds of thousands of pages produced and reviewed), and all of the named Plaintiffs had been deposed at the time the Parties engaged in the mediation that

resulted in the Proposed Settlement. *See* Counsel Decl. ¶¶ 7-8. Plaintiffs have conducted sufficient discovery, including from Apple and third-party retailers, to permit Plaintiffs' counsel and the Court to intelligently and fairly evaluate the fairness and adequacy of the Settlement. This favors preliminary approval.

e. Views of Class Counsel

Proposed Class Counsel, who are experienced in consumer class action litigation, believe the Proposed Settlement represents an outstanding recovery for the Settlement Class given the risks of continuing the litigation. Counsel Decl. ¶¶ 15-16. "Great weight is accorded to the recommendation of counsel, who are most closely acquainted with the facts of the underlying litigation." *Nat'l Rural Telecomm. Coop. v. DirecTV, Inc.*, 221 F.R.D. 523, 528 (C.D. Cal. 2004).

f. Government Participation, Class Member Reactions, and Other Cases Affected

There is no government participant and, because the Court has not yet approved Notice, the Settlement Class has not had an opportunity to react, so these factors are neutral. *See Hillman v. Lexicon Consulting, Inc.*, 2017 WL 10433869, at *8 (C.D. Cal. April 27, 2019). Moreover, Class Counsel is aware of no other cases that will be affected by the Settlement. Counsel Decl. ¶ 27; *see also* Guideline 1(d).

3. The Proposed Settlement treats Settlement Class Members equitably.

The Proposed Settlement provides benefits to all Settlement Class Members who submit valid payment information, without any preferential treatment of Class Representatives or any segment of the Settlement Class. *See* Fed. R. Civ. P. 23(e)(2)(D). Specifically, all Settlement Class Members who submit valid payment information will receive cash payments that are proportionate to the type of injury allegedly suffered. OOP Payees will be paid between $50 and $349, while Complainants—who did not pay any out-of-pocket expenses allegedly due to a Covered Issue—will receive up to $125. Each OOP Payee will receive the same amount under the Settlement as other OOP Payees, and each Complainant will receive the same amount as other Complainants.

This plan of allocation protects the interests of all parties by directing relief to the most significantly impacted Settlement Class Members—awarding more to OOP Payees, while also paying Complainants. *See In re MacBook Keyboard Litig.*, 2022 WL 17409738, at *6 (preliminarily approving allocation plan which "divide[s] Claimants into three groups which are based on the extent of Settlement Class Members' injuries . . . . Compensation varies by group, with those who have experienced the greatest harm in Group 1 being compensated the greatest amount"); *In re Nexus 6P Prod. Liab. Litig.*, 2019 WL 6622842, at *9 ("The plan divides claimants into different groups based on the relative size of their potential claims and distributes funds based on these groups.").

Class Counsel intends to apply for a $3,000 service award for each of the Plaintiffs as Class Representatives for their dedication to and time expended during this litigation and in furtherance of putative class members' interests. Such service awards "are fairly typical in class action cases" and are intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general." *Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 958-59 (9th Cir. 2009). The service awards are appropriate given the effort expended by the class representatives, including sitting for day-long depositions. *See, e.g.*, *In re Apple Inc. Device Performance Litig.*, No. 5:18-md-02827-EJD, 2023 WL 2090981, at *19 (N.D. Cal. Feb. 17, 2023) (granting $3,500 service awards for each plaintiff who sat for their deposition). Such a service award, if awarded here, would not constitute preferential treatment. Plaintiffs were not promised that they would receive such an award for their participation in this litigation, and their agreement to serve as class representatives was not conditioned on receiving such an award. Counsel Decl. ¶ 34. If granted, such an award would be offered for the significant time the Class Representative expended in this litigation, working tirelessly on behalf of the Class; it would be separate from and not replace their recovery as Settlement Class Members, should they qualify. *See id.* ¶¶ 28-33.

Because all Settlement Class Members, including the named Plaintiffs, are treated in an equitable manner under the Settlement, based upon the submission of valid payment information, this factor weighs in favor of preliminary approval.

4. The proposed Fee and Expense Award is fair and reasonable.

Class Counsel intends to seek $8,750,000 in attorneys' fees and expenses, which represents a 25% benchmark. Should the Court award Class Counsel attorneys' fees and expenses, they will be paid from the Settlement Fund. However, the Settlement is not contingent on Class Counsel's fee and expense request, and the Settlement will remain intact regardless of the amount of fees and expenses ultimately awarded. Further, the $35,000,000 gross Settlement fund is designed to contain funds sufficient to pay administrative costs and cover Class Counsel's requested fees and expenses, while still ensuring that the Settlement Class is fairly and adequately compensated. Apple reserves the right to object to or oppose Class Counsel's requests for attorneys' fees and expenses.

Courts routinely favor parties who fully negotiate and finalize Settlement terms with non-contingent class counsel fees. *E.g., In re Volkswagen "Clean Diesel" Mktg., Sales Practices & Prod. Liab. Litig.*, MDL No. 2672 CRB, 2016 WL 6248426, at *23 (N.D. Cal. Oct. 25, 2016). Here, while an award of reasonable attorneys' fees and expenses affects the net Settlement amount, Class Counsel intend only to seek an award of fees and expenses that would ensure the Settlement Class may still be fairly compensated, while weighing the risks borne and significant work and time expended by Class Counsel in this multi-year litigation. *See In re Wells Fargo & Co. Shareholder Derivative Litig.*, 445 F. Supp. 3d 508, 519 (N.D. Cal. 2020) ("For more than two decades the Ninth Circuit has set the benchmark for an attorneys' fee award in a successful class action at twenty-five percent of the entire common fund.") (Tigar, J.) (internal quotation marks omitted); *Bakhtiar v. Info. Res., Inc.*, No. 17-cv-04559-JST, 2021 WL 4472606, at *7 (N.D. Cal. Feb. 10, 2021) (same) (Tigar, J.). The Settlement is not contingent on Class Counsel's fees and

expenses and will ensure the Settlement Class is fairly compensated regardless of the fees and expenses ultimately awarded. Accordingly, this favors preliminary approval.

B. The Court Should Certify the Settlement Class for Settlement Purposes.

Certification of a settlement class is a "two-step process." *In re Volkswagen "Clean Diesel" Mktg., Sales Practices & Prod. Liab. Litig.*, No. 2672 CRB, 2016 WL 4010049, at *10 (N.D. Cal. July 26, 2016) (citing *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 613 (1997)). First, the court must determine that the proposed settlement class satisfies the four requirements of Rule 23(a). *Id.* The court then must examine whether a "class action may be maintained under [Rule 23(b)]." *Id.* (citing *Amchem Prods.*, 521 U.S. at 613). Unlike other class actions, however, when presented with a class action settlement, the court need not consider manageability concerns. *Amchem Prods.*, 521 U.S. at 620.

1. The Settlement Class meets the requirements of Rule 23(a).

a. The Settlement Class is sufficiently numerous.

Rule 23(a)(1) requires that a class be sufficiently numerous so as to make joinder of all class members impracticable. Fed. R. Civ. P. 23(a)(1). "Although there is no exact number, some courts have held that numerosity may be presumed when the class comprises forty or more members." *Bailey v. Rite Aid Corp.*, 338 F.R.D. 390, 398 (N.D. Cal. 2021) (citation omitted). Here, Apple has received 2,030,595 unique complaints from iPhone 7 and 7 Plus owners regarding Covered Issues across the United States. Among these iPhone owners, approximately 113,000 paid out of pocket for a repair or replacement ("OOP Payees"). Counsel Decl. ¶ 18. The total Settlement Class, including the categories of Settlement Class Members, are so substantial that joinder is impracticable.

b. There are common questions of law and fact.

Rule 23 also requires that there be "questions of law or fact common to the class." Fed. R. Civ. P. 23(a)(2). A common question must be of "such nature that it is capable of class-wide resolution—which means that the determination of its truth or falsity will resolve an issue that is

central to the validity of each of the claims in one stroke." *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011). The commonality requirement should be "construed permissively," and is satisfied when class members share 'some . . . legal issues or a common core of facts.'" *J.L. v. Cissna*, No. 18-cv-04914-NC, 2019 WL 415579, at *9 (N.D. Cal. Feb. 1, 2019) (quoting *Rodriguez v. Hayes*, 591 F.3d 1105, 1122 (9th Cir. 2010)). Here, whether the iPhone 7 and 7 Plus contained the alleged defect, whether Apple had knowledge of the alleged defect, and whether Apple had a duty to disclose the alleged defect are common questions affecting the putative class. Hence, commonality is satisfied.

c. The named Plaintiffs' claims are typical of other Class Members' claims.

Rule 23(a)(3) requires that "the claims or defenses of the representative parties are typical of the claims or defenses of the class," and "assure[s] that the interest of the named representative[s] align[] with the interests of the class," *Wolin v. Jaguar Land Rover N. Am., LLC*, 617 F.3d 1168, 1175 (9th Cir. 2010) (citation omitted). This requirement, like commonality, is "permissive and requires only that the representative's claims are reasonably co-extensive with those of absent class members; they need not be substantially identical." *Rodriguez v. Hayes*, 591 F.3d at 1124 (citation and internal quotation marks omitted); *see also Stearns v. Ticketmaster Corp.*, 655 F.3d 1013, 1019 (9th Cir. 2011) (noting that typicality is "satisfied when each class member's claim arises from the same course of events and each class member makes similar legal arguments to prove the defendant's liability"). Here, all Plaintiffs' claims arise from the same course of conduct. Because all Settlement Class Members purchased an iPhone 7 or 7 Plus and allegedly experienced a Covered Issue, all "the named plaintiffs have the same or similar [alleged] injury as the unnamed [Settlement Class Members]." *Keilholtz v. Lennox Hearth Prod. Inc.*, 268 F.R.D. 330, 337 (N.D. Cal. 2010). Accordingly, Plaintiffs' experiences are typical of the Settlement Class Members' experiences, and their alleged injuries are similar. *See id.* at 338.

d. The Class Representatives and Class Counsel will continue to fairly and adequately protect the Settlement Class's interests.

The adequacy requirement of Rule 23 demands that "the representative parties will fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a)(4). Courts employ a two-pronged approach to analyze adequacy, examining whether "the named plaintiffs and their counsel have any conflicts of interest with other class members" and whether "the named plaintiffs and their counsel [will] prosecute the action vigorously on behalf of the class." *Evon v. Law Offices of Sidney Mickell*, 688 F.3d 1015, 1031 (9th Cir. 2012) (quoting *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1020 (9th Cir. 1998)). Plaintiffs and their counsel meet both these requirements.

Plaintiffs' interests are perfectly aligned with those of putative class members because their individual class claims arise from the same alleged issues and course of conduct. *See supra* Section V.B.1.c. There are no conflicts between Plaintiffs' claims and those of Settlement Class Members. Plaintiffs played an active role throughout this litigation by reviewing filings, answering discovery, preparing for and sitting for depositions, staying informed of new developments in this Action, and discussing the Proposed Settlement with their counsel to ensure the Proposed Settlement fairly compensates Settlement Class Members. Counsel Decl. ¶¶ 28-32. s*ee also Clemens v. Hair Club for Men, LLC*, No. C 15-01431 WHA, 2016 WL 1461944, at *2-3 (N.D. Cal. Apr. 14, 2016); *Cole v. Asurion Corp.*, 267 F.R.D. 322, 327-28 (C.D. Cal. 2010). Since the inception of this litigation, Plaintiffs zealously acted in the interests of the Class as a whole and will continue to protect the interests of the Settlement Class through final approval. *See* Counsel Decl. ¶¶ 28-32.

Likewise, Plaintiffs' counsel are committed to continuing to pursue this Action on behalf of Plaintiffs' and the Settlement Class Members' interests. *Id.* ¶ 5. Plaintiffs' counsel—Milberg Coleman Bryson Phillips Grossman, PLLC ("Milberg") and Tycko & Zavareei LLP—have extensive experience in complex and class action litigation. *Id.* ¶¶ 39-41. Plaintiffs' counsel seek appointment as Class Counsel under Rule 23(g). Plaintiffs' counsel have demonstrated their skill and experience throughout this litigation by successfully staving off multiple motions to dismiss,

as well as expending significant time and effort in discovery in an effort to prepare to seek certification and, if necessary, to proceed to trial on behalf of the Class. Plaintiffs' counsel retained and interfaced with qualified experts regarding the alleged challenged conduct in this case and to prepare to seek class certification. In addition to their extensive class action and complex litigation experience, including in litigating consumer product class actions like this one, Plaintiffs' counsel brought their significant resources to bear in vigorously representing the interests of Plaintiffs and putative class members—and they will continue to do so on behalf of the Settlement Class through final approval and the disbursement of relief to the Settlement Class. The Court should appoint Plaintiffs' counsel as Class Counsel, and should find that the adequacy requirement of Rule 23 has been met.

2. The Settlement Class Meets the Requirements of Rule 23(b)(3).

a. Common issues of law and fact predominate.

Rule 23(b)(3) first requires "predominance," which tests the cohesion of the class, "ask[ing] whether the common, aggregation-enabling, issues in the case are more prevalent or important than the non-common, aggregation-defeating, individual issues.'" *Tyson Foods, Inc. v. Bouaphakeo*, 577 U.S. 442, 453 (2016) (citation omitted). Predominance is ordinarily satisfied, for settlement purposes, when the claims arise out of the defendant's common conduct. *Gold v. Lumber Liquidators, Inc*., 323 F.R.D. 280, 288 (N.D. Cal. 2017) (predominance satisfied where claims were based on "the same deceptive conduct"); *Kacsuta v. Lenovo (U.S.) Inc.*, No. SACV 13-00316-CJC(RNBx), 2014 WL 12585783, at *3 (C.D. Cal. 2014) (common issues "significantly outweigh any individual questions" where the claims arise out of the "same alleged course of conduct" by the defendant).

This Settlement Class is cohesive: All Settlement Members purchased an iPhone 7 or 7 Plus that allegedly contain a common audio defect that Apple is alleged to have known about and failed to disclose, and the common questions noted above present a significant aspect of litigation and predominate. *See, e.g., Allagas v. BP Solar Int'l*, No. 3:14-cv-00560-SI (EDL), 2016 WL

9114163, at *3-4 (N.D. Cal. Dec. 22, 2016) (finding common issues, including alleged common design defect, defendant's alleged knowledge of the defect, and defendant's alleged failure to disclose known information about the defect, predominate). Thus, common questions predominate for settlement purposes.

b. A class action is the superior method for adjudicating, and settling, the Plaintiffs' and the Class's claims.

Rule 23(b)(3)'s superiority requirement inquires "whether the objectives of the particular class action procedure will be achieved in the particular case," *Hanlon*, 150 F.3d 1011 at 1023, and whether maintaining the "litigation as a class action is efficient and . . . fair." *Wolin*, 617 F.3d at 1175-76 (citation omitted). Pursuant to the rule, a court must consider four factors for this inquiry: (1) class members' interests in individually controlling separate actions; (2) the extent and nature of any litigation concerning the controversy already commenced by or against the class; (3) the desirability of maintaining the litigation in the particular forum; and (4) the difficulties likely to be encountered in managing a class action. Fed. R. Civ. P. 23(b)(3). All four factors favor certification of the Settlement Class here.

First, the price of the subject iPhones—starting at $649 for the iPhone 7 and $769 for the iPhone 7 Plus when they were first launched[3]—is not significant enough to provide the financial incentive necessary for individual consumers to pursue this action. *Mazza v. Am. Honda Motor Co.*, 254 F.R.D. 610, 628 (C.D. Cal. 2008) (finding that "the individual class members do not have a strong interest in controlling the litigation" when "the potential damages for each class member are approximately $4,000"). Moreover, a single claimant would likely lack the ability to undertake the significant costs associated with such individual litigation, which would still require substantial discovery and expert proof of liability. *See id.*

[3] Antonio Billas-Boas, *Here's how much the new iPhone 7 costs and when you can get it*, Business Insider (Sept. 7, 2016), https://www.businessinsider.com/apple-iphone-7-release-date-price-2016-9 (last visited May 25, 2023).

Second, "it does not appear that any members of the class have commenced any other litigation concerning the controversy alleged herein." *Menagerie Prods. v. Citysearch*, No. CV 08-4263 CAS (FMO), 2009 WL 3770668, at *19 (C.D. Cal. Nov. 9, 2009).

Third, "[c]lass action certifications to enforce compliance with consumer protection laws are 'desirable and should be encouraged.'" *Ballard v. Equifax Check Servs., Inc.*, 186 F.R.D. 589, 600 (E.D. Cal. 1999). This Action accomplishes that purpose.

Fourth, Plaintiffs' and the Class Members' ability to adjudicate all their claims efficiently in a unified mechanism highlight the superiority of the class action vehicle. *Wiener v. Dannon Co., Inc.*, 255 F.R.D. 658, 672 (C.D. Cal. 2009). "[P]ermitting the potential class members, who individually would be unable to vindicate their rights, to collectively assert their causes of action is consistent with the primary purpose of a Rule 23(b)(3) class action." *Id.* Accordingly, each of Rule 23(b)(3)'s superiority factors strongly favor certification.

C. The Proposed Notice Program Provides the Best Notice Practicable.

For a settlement class, the Court must "direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B). Notice should "generally describe[] the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and come forward and be heard." *Churchill Village, L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004). The proposed notice program accomplishes that.

The Parties jointly developed the proposed notice program with the aid of the Settlement Administrator, Angeion Group, an experienced firm specializing in the management of class settlements. The Notice program includes an email, postcard, and long form notice, a toll-free phone number, and a comprehensive settlement website, all of which provide clear, complete instructions to Settlement Class Members of how to submit valid payment information. Notice will be sent to Settlement Class Members (1) by email, for Settlement Class Members for whom Apple has an email address, (2) by mail to Settlement Class Members for whom Apple does not have an

email address; and (3) if the aforementioned two methods do not reach 90% of the Settlement Class, by supplemental notice via mail to Settlement Class Members whose emails returned a hard bounce back and for whom a mailing address can be located. Additionally, the Settlement Administrator will establish a case-specific toll-free number and a settlement website, to host important Settlement information. Long Form notices will be available on the settlement website and upon request from the Settlement Administrator. The notice program informs Settlement Class Members of their right to opt-out from or object to the Settlement. This notice program provides for the best notice practicable under the circumstances and meets the requirements of Rule 23(c)(2)(B).

Further, Apple will provide notice to all necessary government officials, as required by CAFA. Upon the filing of this Motion, "Apple will provide timely notice . . . as required by 28 U.S.C. § 1715." SA § C.3; *see also* Weisbrot Decl. ¶ 28; Guideline 10.

VI. CONCLUSION

For the reasons stated above, Plaintiffs respectfully request that the Court (1) preliminarily approve the Proposed Settlement; (2) certify the Settlement Class; (3) direct notice to the Settlement Class through the proposed notice program; (4) appoint Plaintiffs' counsel as Class Counsel and Plaintiffs as Class Representatives; and (5) schedule the final approval hearing.

Dated: May 25, 2023

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Attorneys for Plaintiffs
and the Proposed Settlement Class

CERTIFICATE OF SERVICE

I, William A. Ladnier, hereby certify that on May 25, 2023, I caused a true and correct copy of the foregoing Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement to be served upon the following by electronic mail:

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/s/ *William A. Ladnier*
William A. Ladnier

APPENDIX A

CHART OF COMPARABLE SETTLEMENTS

Case	Fund	Class Size	Type of Claims	Claims Rate and Other Information[1, 2]
In re Apple iPhone/iPod Warranty Litigation, No. CV-10-01610, 2014 WL 12640497 (N.D. Cal. May 8, 2014); Stipulation of Settlement and Release of Claims, 2013 WL 3328448 (N.D. Cal. May 28, 2013); ECF No. 146; ECF No. 154	$53,000,000	Approx. 152,000 class devices	Declaratory relief; breach of express warranty; Song-Beverly Consumer Warranty Act; fraud; CLRA; UCL; unjust enrichment	Type of notice: direct and publication Claims: approx. 40,000 Claims rate: approx. 2.6% Approx. $241 per class device Attorneys' fees: 25% Admin. costs not paid from settlement fund
In re Nexus 6P Products Liability Litigation, No. 17-cv-02185-BLF, 2019 WL 6622842 (N.D. Cal. Nov. 12, 2019); ECF No. 233; ECF No.	$9,750,000	Approx. 500,000	Breach of express warranty; breach of implied warranty of merchantability; Magnuson-Moss Warranty Act;	Type of notice: direct and publication Notice sent to 383,808 class members Claims: 92,474

[1] To be clear, the instant settlement does not include a claims process, but rather only requires that Settlement Class Members submit their payment information.

[2] The settlement in *In re Apple iPhone/iPod Warranty Litigation* required settlement class members to release "any known or unknown claims, which they have or may claim now or in the future to have, that were or could have been alleged or asserted against [Apple]." No. 3:10-cv-01610-RS, ECF No. 76-1, at 26. The settlement in *In re Nexus 6P Products Liability Litigation* required settlement class members to release *all* claims "that [had] been asserted or could have been asserted in the Action relating to the Nexus 6P." No. 5:17-cv-02185-BLF, ECF No. 194-2, at 12. The settlement in *In re Macbook Keyboard Litigation* required settlement class members to release *all* claims "asserted or unasserted, regardless of legal theory, arising out of the facts underlying the Action and the [companion] Action, against Apple." No. 5:18-cv-02813-EJD, ECF No. 410-1, at 5.

Case	Fund	Class Size	Type of Claims	Claims Rate and Other Information[1, 2]
238; ECF No. 240-1; ECF No. 241			Song-Beverly Consumer Warranty Act; UCL; fraud by omission; CLRA; fraudulent concealment	Claims rate: 18.49% Average payment of $76.53 per claimant; median $29.11 per claimant Attorneys' fees: 30% Admin. costs of approx. $302,000 *Cy pres*: $132,920.62
In re MacBook Keyboard Litigation, No. 5:18-cv-02813-EJD, 2022 WL 17409738 (N.D. Cal. Dec. 2, 2022); ECF No. 445	$50,000,000	Approx. 15,000,000 class devices	Fraudulent concealment; Song-Beverly Consumer Warranty Act; a number of consumer protection claims including the CLRA and UCL	Type of notice: direct Notice sent to 14,359,253 class members Claims: approx. 86,117* Claims rate: approx. 0.57%* Estimated payments of $300 for Group 1, $125 for Group 2, and $50 for Group 3* Attorneys' fees: 30%* Admin. cost cap: estimated $1,400,000 *Pending final approval

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

LISA TABAK, DE'JHONTAI BANKS, MATTHEW WHITE, KELLY CAMELO-CENICOLA, NESTOR TRUJILLO, and CHRISTINE CLEMENCE, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

APPLE INC.,

Defendant.

CASE NO. 4:19-CV-02455-JST

JOINT DECLARATION OF PROPOSED CLASS COUNSEL

William A. Ladnier and Andrea R. Gold declare as follows:

1. We represent Plaintiffs Lisa Tabak, De'Jhontai Banks, Matthew White, Kelly Camelo-Cenicola, Nestor Trujillo, and Christine Clemence ("Plaintiffs" or "Class Representatives") in the above-captioned class action. We have worked on this litigation since the case was first filed in May 2019 through to the present. We have led Plaintiffs' efforts in this case and have personal knowledge of all matters addressed in this Declaration, including the negotiations that culminated with the filing of the Proposed Settlement now pending before the Court.

2. Given the significant amount of effort and resources expended in this multi-year litigation, and the favorable results wherein, if the Proposed Settlement is approved, owners of iPhone 7 and iPhone 7 Plus phones impacted by the alleged defect will receive meaningful cash benefits, Plaintiffs' counsel jointly offer this Declaration in support of preliminary approval of the Proposed Settlement. Further, Plaintiffs' counsel offer this Declaration in support of appointing Plaintiffs' counsel as Class Counsel and the named Plaintiffs as Class Representatives in this Action. In support, an overview of the litigation and the Proposed Class Counsel's qualifications, as well as the named Plaintiffs' efforts throughout this litigation, are included below.

Overview of this Litigation

3. Throughout the litigation, Defendant Apple Inc. ("Apple") has vehemently denied Plaintiffs' allegations and continues to deny the existence of any alleged defect in the iPhones at issue, including one that would inhibit audio functionality, as Plaintiffs claim.

4. Throughout all phases of this litigation, Plaintiffs' counsel and their respective law firms have undertaken an enormous amount of work, effort, and expense in this litigation, demonstrating a serious devotion of whatever resources are necessary to see this Action through to a successful outcome. Collectively, thus far in this litigation, which has spanned four years, Plaintiffs' counsel have invested thousands of hours, as well as significant costs and expenses, in this pursuit.

5. Plaintiffs' counsel pledge to continue this work, effort, and expenditure through to the final approval of this Proposed Settlement, including through the settlement administration and distribution process.

6. On the pleadings, Plaintiffs' counsel engaged in substantial research and contentious motion practice. For example, prior to filing, Plaintiffs' counsel performed extensive research regarding the iPhone 7 and iPhone 7 Plus, worked closely with consulting experts regarding the alleged defect, and spoke extensively with the Plaintiffs regarding their personal experiences. After the filing of the Complaint, the Parties fully briefed two separate motions to dismiss, and Plaintiffs amended their complaint three times. Plaintiffs' counsel engaged in similar efforts regarding each amendment.

7. After the pleadings closed, the Parties began to engage in discovery. Plaintiffs issued thirteen interrogatories, 113 requests for production, and four requests for admission to Apple. As part of discovery, Apple produced hundreds of thousands of pages of documents, which Plaintiffs' counsel reviewed. Further, Plaintiffs' counsel issued nine subpoenas for the production of relevant sales data and documents to various third-party retailers, who sold the iPhones at issue. Plaintiffs' counsel engaged in extensive meet and confer efforts regarding these third-party subpoenas and reviewed all documents produced pursuant to those subpoenas.

8. Apple sought to depose each of the named Plaintiffs. Plaintiffs' counsel worked closely with each Plaintiff, reviewing any relevant documents they produced and prepared them to be deposed. Prior to each scheduled deposition, Plaintiffs' counsel worked closely with each Plaintiff to prepare him or her for the deposition, including closely reviewing all discovery responses and produced documents relating to each Plaintiff. Plaintiffs' counsel defended each Plaintiff's deposition, each of which lasted a full day's session.

9. The Parties discussed potential testing of Plaintiffs' iPhones, which Plaintiffs' counsel preserved. Following extensive meet and confer negotiations, the Parties briefed whether limited destructive testing would be necessary to be performed by a third-party expert. After the Court ordered limited testing, the Parties engaged a third-party expert and continued to meet and

confer regarding the scope of such testing, and the specific tests to be performed.

10. While this occurred, Plaintiffs' counsel continued to review and analyze the numerous documents Apple produced in an effort to prepare to depose Apple's different custodian of records, Apple's corporate designee, and other relevant fact witnesses.

11. However, before this testing or Plaintiffs' depositions of Apple's employees could take place, the Parties undertook informal negotiations of a potential resolution of this Action. Shortly thereafter—and still before testing or these depositions could take place—the Parties agreed to mediate before Randall Wulff, a respected, experienced mediator that the Parties jointly selected.

Settlement Negotiations and Mediation

12. On November 2, 2022, the parties attended mediation with Randall Wulff. Mr. Wulff scrutinized the Parties' claims and defenses, working cooperatively with the Parties to help them reach a resolution. Following a full-day mediation, the Parties reached an agreement in principle to settle, with the aid of Mr. Wulff.

13. Following this mediation, the Parties continued to finalize the Proposed Settlement, while ensuring that it continued to align with their agreement in principle. On May 25, 2023, the Parties finalized and fully executed the Settlement. This Settlement, which the Parties now propose to the Court for preliminary approval, was memorialized in the Settlement Agreement, which is attached as **Exhibit 1** and includes the proposed Notice forms. A copy of the Payment Attestation form is attached as **Exhibit 2**.

Class Recovery and Views of Class Counsel

14. The Proposed Settlement provides for a total fund of $35,000,000, providing between $50 to $349 to Settlement Class Members who paid Apple out-of-pocket for a repair or replacement for certain alleged audio-related issues with their iPhone 7 or iPhone 7 Plus phones and up to $125 to Settlement Class Members who complained to Apple about such alleged audio-related issues but did not pay out-of-pocket to Apple for a repair or replacement.

15. Weighing the benefits of the Proposed Settlement against the risks of continuing

litigation supports a finding that the Proposed Settlement is an excellent result for Settlement Class Members, as well as within the range of reasonableness required for preliminary approval.

16. A class has not yet been certified in this case, and Apple will oppose certification if the case proceeds. Indeed, Apple would argue that individual questions predominate over common questions with regard to exposure, reliance, materiality, causation, and injury. Although Plaintiffs assert that certification for litigation is appropriate here, the risk remains that the Court could refuse to certify a class. In that event, putative class members would receive nothing. And even if the Court did certify a litigation class, Plaintiffs would still face potential review on appeal, and would need to prove their claims at trial, which carries serious expense and further delay—potentially delaying recovery for years. Likewise, Plaintiffs would continue to face the risk that a class could be decertified. The Proposed Settlement allows Plaintiffs and Settlement Class Members to avoid these risks, additional expenses, and delays in favor of immediate recovery.

Size of the Settlement Class

17. During negotiations of the settlement, Plaintiffs' counsel demanded that Apple confirm how many potential Settlement Class Members existed. Namely, the Settlement Class would include all those consumers who purchased an iPhone 7 or iPhone 7 Plus in the United States, experienced a manifestation of the alleged defect, notified or complained to Apple regarding any audio functionality issues with their iPhone, and Apple coded the issue within one of three CompTIA code categories: "Sound-Speaker," "Sound-Microphone," "Sound – Receiver," "Unexpected Restart / Shutdown," or "Power On – Device Unresponsive."

18. Apple confirmed that they received 2,030,595 unique complaints, which were categorized under these CompTIA codes. This figure represents an approximate total number of potential Settlement Class Members.

Settlement Administrator and* Cy Pres *Selection

19. In preparation for filing for preliminary approval of the Proposed Settlement and direction of notice to the proposed Settlement Class, the Parties solicited bids from experienced

notice and settlement administration vendors. The Parties received three totals bids, from Angeion Group, CPT Group, and KCC.

20. CPT Group, Angeion Group, and KCC all proposed similar methods of notice, including email and postcard notice, longform notice, a settlement website, and a toll-free hotline.

21. Angeion has capped settlement administrative expenses at $574,000. This cap aligns with the costs charged by other settlement administrators for a comparable notice plan and effectuation of payment.

22. It is Plaintiffs' counsel's view that Angeion provided the most cost-effective bid.

23. Based upon these bids, the Parties jointly selected Angeion Group as the proposed Settlement Administrator, pending the Court's approval.

24. In the past two years, Plaintiffs' counsel have worked with Angeion Group a total of 35 times.

25. The Parties also cooperatively considered the *cy pres* recipient. Recognizing its unique mission, which was particularly relevant to the facts of this case, the Parties jointly selected Girls Who Code as the proposed *cy pres* recipient, pending the Court's approval.

26. Plaintiffs' counsel do not have any interest in or pre-existing relationship with the proposed *cy pres* recipient. Plaintiffs' counsel also has confirmed that none of the named Plaintiffs have any interest in or relationship with the proposed *cy pres* recipient. Plaintiffs' counsel understand that Apple has partnered with Girls Who Code in the past to support certain programming, and has identified Girls Who Code as a *cy pres* recipient in previous settlement agreements.

Other Cases Affected

27. In accordance with Procedural Guidance for Class Action Settlements, Guideline 1(d), Plaintiffs' counsel is aware of no other cases that will be affected by the Proposed Settlement.

Contributions of Class Representatives

28. Each of the named Plaintiffs who remain—Lisa Tabak, De'Jhontai Banks, Matthew White, Kelly Camelo-Cenicola, Nestor Trujillo, and Christine Clemence—have expended serious time and effort in helping Plaintiffs' counsel litigate this case. Throughout this five-year litigation, each of them has maintained an active role in the litigation in an effort to ensure that all class members' interests are protected.

29. Prior to both filing the original complaint and amending the complaint, each named Plaintiff provided extensive information regarding their purchase of their iPhone at issue, and described in detail the various instances when the alleged defect manifested and they noticed a loss of audio functionality. Each of the Plaintiffs reviewed and approved these filings.

30. During discovery, each of the Plaintiffs carefully reviewed discovery requests directed to them, spoke extensively with Plaintiffs' counsel regarding these requests, performed a diligent and exhaustive search in an effort to comply with these requests, and, where applicable, produced documents in response to these requests.

31. Moreover, each of the named Plaintiffs spent significant time preparing for their depositions, working closely with Plaintiffs' counsel to review all relevant filings, their discovery responses, and any document productions that may be addressed during a deposition. And each of them sat for a full-day deposition session.

32. The Plaintiffs' active roles continued during negotiations of the Settlement. These named Plaintiffs remained in regular contact with Plaintiffs' counsel regarding the status of potential settlement. The Plaintiffs, where necessary, asked questions and discussed specific terms of the Proposed Settlement, in an effort to ensure the interests of all class members affected by the Settlement were protected. And ultimately, each of the Plaintiffs carefully reviewed the Proposed Settlement, including discussing it with Plaintiffs' counsel, before signing and executing the Settlement Agreement.

33. Given the substantial discovery undertaken in this four-year long litigation, each of the named Plaintiffs have spent many hours reviewing, preparing for, and contributing to the prosecution of this case on behalf of impacted consumers. In light of this significant commitment

of time, effort, and dedication to the interests of absent class members, Plaintiffs' counsel believe it is appropriate under applicable law that each of the named Plaintiffs be appointed as Class Representative and be awarded an incentive award in the amount of $3,000 each. If awarded, this award would be paid by Apple from the net Settlement Fund, and the awards would not affect the total cash benefits set aside for the Settlement Class.

34. At no point were any of the named Plaintiffs ever promised any such award, nor did any of them condition their representation, service, or support on the expectation of receiving money. Further, Plaintiffs' counsel did not promise or guarantee any named Plaintiff (or any other Settlement Class Member or potential class member) that they would receive such an award.

Attorneys' Fees and Costs

35. The Parties did not discuss fees or expenses until after negotiating the material terms of the Settlement.

36. Plaintiffs' counsel has diligently tracked time throughout the case, and as of May 23, 2023, had spent 7,732.7 hours litigating the case, totaling $5,241,064 in lodestar. Costs, as of May 23, 2023, are in excess of $100,000.

37. Plaintiffs' counsel expects to spend significant additional time throughout the approval process, notice, and claims administration.

38. Plaintiffs' counsel will separately move the Court for an order of Attorneys' Fees and Costs at least 35 days before the Objection and Exclusion Deadline, and Apple reserves the right to object or oppose Class Counsel's requests for attorneys' fees and expenses.

Efforts and Qualifications of Proposed Class Counsel

39. Plaintiffs are represented by Milberg Coleman Bryson Phillips Grossman PLLC ("Milberg") and Tycko & Zavareei LLP. Gregory F. Coleman, Adam A. Edwards, and William A. Ladnier, of Milberg, along with Andrea R. Gold, Hassan A. Zavareei, and Allison W. Parr, of Tycko & Zavareei LLP, seek appointment as Class Counsel.

40. Mr. Coleman, Mr. Edwards, and Mr. Ladnier, of Milberg, together have decades

of experience in complex litigation and serving as class counsel. A copy of the Milberg Firm Resume is attached as **Exhibit 3**, which details the firm's relevant experience.

41. Mrs. Gold, Mr. Zavareei, and Ms. Parr, of Tycko & Zavareei LLP, also have decades of experience in complex litigation and serving as class counsel. A copy of the Tycko & Zavareei LLP Firm Resume is attached as **Exhibit 4**, detailing the firm's relevant experience.

42. This Action required a considerable amount of effort and resources expended jointly by Milberg and Tycko & Zavareei LLP. Prior to filing the original complaint, Plaintiffs' counsel performed extensive research regarding the facts and potential claims, working with multiple consultants to fully understand the design of and components in the iPhones at issue, to explain the alleged defect and its manifestation, and to develop the legal theories Plaintiffs pursued. Plaintiffs' counsel also expended great time and effort working closely with the Plaintiffs, as well as in preparing and issuing discovery requests and reviewing discovery responses and Apple's considerable document production.

43. Mr. Ladnier and Mrs. Gold, the undersigned counsel, have each taken an active role in this Action since its inception. They are well-aware of the history of this litigation, including prior to the filing of the original Complaint. They are qualified to speak on the efforts undertaking in developing Plaintiffs' legal theories, the status of discovery in this Action, and negotiations of the Proposed Settlement. They respectfully submit that Plaintiffs' counsel have diligently served the interests of the Class, including in negotiating the Settlement Agreement and presenting the Proposed Settlement for preliminary approval. In light of their experience, and in light of their significant role in this litigation, they respectfully support the appointment of Gregory F. Coleman, Adam A. Edwards, William A. Ladnier, Andrea R. Gold, Hassan A. Zavareei, and Allison W. Parr as Class Counsel.

We declare under penalty of perjury that the foregoing is true and correct.

Executed this 25th day of May, 2023, at Knoxville, Tennessee.

/s/ *William A. Ladnier*

William A. Ladnier

Executed this 25th day of May, 2023, at Kensington, Maryland.

/s/ *Andrea R. Gold*

Andrea R. Gold

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is made and effective as of May 25, 2023 (the "Settlement Date"), by and between (a) Apple Inc., a California corporation with offices at 1 Apple Park Way, Cupertino, California 95014, ("Apple"); and (b) Plaintiffs Lisa Tabak, De'Jhontai Banks, Matthew White, Kelly Camelo-Cenicola, Nestor Trujillo, and Christine Clemence ("Plaintiffs" or "Named Plaintiffs" or "Class Representatives"), individually and as representatives of the Settlement Class as defined below, (collectively, the "Parties") in accordance with the terms and conditions set forth below.

DEFINITIONS

As used herein, the following terms have the meanings set forth below:

1. "Apple Counsel" shall mean Apple's counsel of record in this Lawsuit.

2. "Attorneys' Fees and Expense Award" shall mean the amount of attorneys' fees and reimbursement of costs and expenses awarded to Class Counsel by the Court from the Settlement Fund.

3. "Class Representatives" or "Plaintiffs" or "Named Plaintiffs" means Lisa Tabak, De'Johntai Banks, Matthew White, Kelly Camelo-Cenicola, Nestor Trujillo, and Christine Clemence.

4. "Class Payment" shall mean the share of the Net Settlement Fund provided to each Settlement Class Member pursuant to the Plan of Allocation described herein.

5. "Complainant" shall mean Class Members who complained to Apple about a Covered Issue, but who did not pay out of pocket to Apple for a repair or replacement for that issue.

6. "Covered Issue(s)" shall mean issues reported to Apple regarding the iPhone 7 and iPhone 7 Plus reflected in Apple's records as Sound-Speaker, Sound-Microphone, Sound – Receiver, Unexpected Restart / Shutdown, or Power On – Device Unresponsive.

7. "Effective Date" shall mean the first day after which all of the following events and conditions of this Settlement Agreement have occurred or have been met: (a) the Court has entered a Final Approval Order approving the Settlement, and (b) the Court has entered judgment that has become final ("Final") in that the time for appeal or writ of certiorari has expired or, if an appeal or writ of certiorari is taken and the Settlement is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired. In the event of an appeal or other effort to obtain review, the Parties may agree jointly in writing to deem the Effective Date to have occurred; however, there is no obligation to agree to advance the Effective Date. Any order or proceeding relating to the application for an Attorneys' Fee and Expense Award and Service Awards, the pendency of any such application, or any appeal from any such order, shall not operate to terminate or cancel this Settlement Agreement, or affect or delay the finality of any judgment approving the settlement.

8. "Escrow Account" means an interest-bearing escrow account at Huntington National Bank that receives the Gross Settlement Amount and is administered by the Settlement Administrator.

9. "Final Approval Hearing" means the hearing at or after which the Court will determine whether to finally approve the Settlement. The Final Approval Hearing must occur at least 35 days after the Objection and Exclusion deadline, on such date as set by the Court.

10. "Final Approval Order" means the final order to be submitted to the Court in connection with the Final Approval Hearing.

11. "Final Judgment" means the judgment finally approving the Settlement and dismissing with prejudice the claims of the Settlement Class Members.

12. "Full Class Notice" shall mean the notice that will be posted on the Settlement website and mailed to any member of the Settlement Class who requests a hard copy, substantially in the form attached hereto as Exhibit A.

13. "Lawsuit" shall mean the litigation first filed on May 6, 2019 styled *Casillas et. al. v. Apple*, Case No. 3:19-cv-02455 (N.D. Cal.), and in which First and Second Amended Complaints were filed styled as *Tabak et. al. v. Apple*, Case No. 3:19-cv-02455 (N.D. Cal.) and *Tabak et. al. v. Apple*, Case No. 4:19-cv-02455 (N.D. Cal.) respectively.

14. "Net Settlement Fund" means the Settlement Fund, reduced by the sum of the following amounts: (1) the costs of notice and the costs of administering the settlement, as set forth in Section F below; and (2) any Attorneys' Fees and Expense Award to Class Counsel awarded by the Court, and any Service Award to the Class Representatives awarded by the Court, as set forth in Section G below, and any taxes owed by the Gross Settlement Fund (but not any taxes owed by any individual Settlement Class Counsel, Plaintiffs, or Settlement Class Members).

15. "Notice" shall mean the email and postcard notices to be distributed to members of the Settlement Class in connection with the Settlement, substantially in the form attached hereto as Exhibits B and C, and as set forth in Section F below, as well as the Full Class Notice substantially in the form attached hereto as Exhibit A, available on the Settlement website and in hard copy upon request.

16. "Notice Date" shall mean the date set forth in the Preliminary Approval Order for commencing the transmission of Email and Postcard Notice. The Notice Date must occur no later than 30 days after Apple transmits the Settlement Class member list to the Settlement Administrator, or on such date as set by the Court.

17. "Objection and Exclusion Deadline" shall mean the date by which a Settlement Class Member must submit an Objection to this Agreement to the Court or an Opt-Out Form to the Settlement Administrator. The Objection and Exclusion Deadline shall be 105 days after the Notice Date.

18. "Out of Pocket Payees" or "OOP Payees" shall mean members of the Settlement Class who paid Apple for a repair or replacement for a Covered Issue.

19. "Plaintiffs' Counsel" or "Class Counsel" shall mean Gregory F. Coleman, Adam A. Edwards, and William A. Ladnier of Milberg Coleman Bryson Phillips Grossman, PLLC and Andrea R. Gold, Hassan A. Zavareei, and Allison W. Parr of Tycko & Zavareei LLP.

20. "Preliminary Approval Order" means the order preliminarily approving the settlement and providing for notice to the Settlement Class, the proposed form of which is attached hereto as Exhibit D.

21. "Response Deadline" shall mean the date by which a Settlement Class Member must submit their payment information. The Response Deadline shall be 105 days after the Notice Date.

22. "Settlement" or "Settlement Agreement" shall mean this agreement and the settlement and release described herein.

23. "Settlement Administrator" shall mean Angeion, an independent settlement administrator, subject to the approval of the Court.

24. "Service Award" means the award sought by each Class Representative—and subsequently approved by the Court—in consideration for their service during the course of the Lawsuit.

25. "Settlement Class" shall mean individual persons who are United States residents and who own or owned an Apple iPhone 7 or 7 Plus and reported to Apple in the United States Covered Issues, including but not limited to those who paid Apple out of pocket for repairs or replacements for Covered Issues as reflected in Apple's records. The Settlement Class excludes Apple; any entity in which Apple has a controlling interest; Apple's directors, officers, and employees; Apple's legal representatives, successors, and assigns. Also excluded from the Settlement Class are all judicial officers assigned to this case as well as their staff and immediate families. The Class Period shall be September 16, 2016, to January 3, 2023.

26. "Settlement Class Member" means every member of the Settlement Class who does not validly and timely request exclusion from the Settlement Class.

27. "Settlement Date" shall mean the date that this Settlement Agreement becomes fully executed.

28. "Settlement Fund" means a non-reversionary cash fund in the amount of $35,000,000.00 to be paid by Apple in accordance with the terms of this Settlement Agreement.

RECITALS

This Agreement is made for the following purposes and with reference to the following facts:

WHEREAS, a putative class action complaint was filed against Apple on May 6, 2019, in *Casillas et. al. v. Apple*, Case No. 3:19-cv-02455 (N.D. Cal.), asserting claims for breach of express and implied warranty, negligent misrepresentation, unjust enrichment, and violations of

the Magnuson-Moss Warranty Act, the Song-Beverly Consumer Warranty Act, and California consumer protection statutes; a First Amended Complaint was filed on July 25, 2019 adding certain named Plaintiffs and claims and removing Mr. Casillas (*Tabak et. al. v. Apple*, Case No. 3:19-cv-02455 (N.D. Cal.)), which Apple moved to dismiss; a Second Amended Complaint was filed on February 20, 2020 (*Tabak et. al. v. Apple*, Case No. 4:19-cv-02455 (N.D. Cal.)), adding Plaintiff Clemence, which Apple moved to dismiss. The Court granted-in-part and denied-in-part Apple's Motion to Dismiss the Second Amended Complaint on November 25, 2020 (ECF 90);

WHEREAS, Plaintiffs sought to represent a nationwide class of "All persons or entities in the United States that purchased an Apple iPhone 7 or 7 Plus" or, in the alternative, five state subclasses of persons or entities in California, Illinois, New York, Florida, and Tennessee that purchased an Apple iPhone 7 or 7 Plus;

WHEREAS, the Parties have investigated the facts and analyzed the relevant legal issues regarding the claims and defenses asserted in this Lawsuit, including through significant motion practice and extensive fact and expert discovery;

WHEREAS, no litigation class has been certified in the Lawsuit;

WHEREAS, the parties conducted a mediation with Randall Wulff in November 2022 and continued to discuss settlement thereafter;

WHEREAS, Plaintiffs are represented by Andrea R. Gold, Hassan A. Zavareei, and Allison W. Parr of Tycko & Zavareei LLP, and Gregory F. Coleman, Adam A. Edwards, and William A. Ladnier of Milberg Coleman Bryson Phillips Grossman, PLLC.

WHEREAS, Plaintiffs' Counsel currently have no other clients who claim to have experienced the alleged audio issues in iPhone 7 or 7 Plus that are the subject of the Lawsuit and who have expressed interest in filing claims related to the alleged audio issues in iPhone 7 or 7 Plus;

WHEREAS, Apple disputes Plaintiffs' contentions, denies any legal violation or liability, and continues to deny that Plaintiffs' claims and allegations would be suitable for class action status;

WHEREAS, to avoid further costs of litigation, and without admitting liability, Apple and Plaintiffs, individually and as representatives of the Settlement Class as defined below, (collectively, the "Parties") now wish to settle the Lawsuit in its entirety as to the Plaintiffs, the Settlement Class Members, and Apple with respect to all claims arising out of the facts underlying the Lawsuit. The Parties intend this Agreement to bind Plaintiffs (both as the Class Representatives and individually), Apple, Class Counsel, and Settlement Class Members.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

TERMS

A. Confidentiality

1. The Parties, Class Counsel, and Apple Counsel agree that until publication of this Settlement Agreement by submission to the Court, the terms of this Settlement Agreement and all associated documents and communications, including the negotiations leading to the execution of the Settlement Agreement and all submissions and arguments related to the mediation proceedings, shall not be disclosed by the Parties, Class Counsel, and Apple Counsel other than as necessary to finalize the Settlement and Notice. Upon publication of the Settlement Agreement by submission to the Court, the nondisclosure obligations set forth in this paragraph will no longer apply to the as-filed Settlement Agreement or the terms thereof, but such obligations will continue to apply to all other materials and information covered by this paragraph, including but not limited to any negotiations leading to the execution of this Settlement Agreement.

2. Other than to a court in any case filing, the Parties, Class Counsel, and Apple Counsel agree not to initiate publicity regarding the settlement or submit information about the settlement to Jury Verdicts. Notwithstanding the foregoing, Class Counsel may list the Lawsuit on their law firm websites and publicity materials as a representative case along with a neutral and factual description of the subject matter of the Lawsuit, including the amount of the settlement. Any comments made by Class Counsel concerning the settlement or the Lawsuit, including in response to inquiries from the press, shall be in neutral terms to communicate that the Lawsuit has been resolved between the Parties and shall not contain inflammatory language about the Parties or their perceived conduct in the Lawsuit.

3. The Parties will continue to comply with the Stipulated Protective Order in this Action, including with respect to the requirements of Paragraph 13 thereof, which govern the return or destruction of any material produced, submitted, or filed under seal under the Protective Order.

4. If, through the actions of any of the Parties or their counsel, this Settlement Agreement and the proposed Settlement become public before the Motion for Preliminary Approval is filed with the Court, the responsible Party or counsel shall pay liquidated damages of Twenty-Five Thousand U.S. Dollars ($25,000.00) to the non-responsible Party.

B. Consideration for Settlement and Class Payments

1. Apple's total financial commitment under this Agreement shall be $35,000,000.00. Within 45 days after an order granting preliminary approval of this Settlement, Apple shall transfer $35,000,000.00 into the Escrow Account established by the Settlement Administrator for the Settlement Fund. The Settlement Administrator shall agree to hold the Settlement Fund in an interest bearing account and administer the Settlement Fund, subject to the continuing jurisdiction of the Court and from the earliest possible date, as a qualified settlement fund as defined in Treasury Regulation § 1.468B-1 *et seq*. The Settlement Administrator will thereafter manage distribution of the Settlement Fund. Any taxes owed by the Settlement Fund will be paid by the Settlement Administrator out of the Settlement Fund, and interest earned on the balance of the account will accrue to the Settlement Fund.

2. The Settlement Fund shall be applied as follows:

a. To pay the costs of notice and the costs of administering the Settlement, as set forth in Section F below;

b. to pay any approved Attorneys' Fees and Expense Award to Class Counsel and any Service Award to the Class Representatives, as set forth in Section G below;

c. to distribute the Net Settlement Fund to Settlement Class Members as set forth in Section B.4 below.

3. The Net Settlement Fund will be distributed according to the following Plan of Allocation. OOP Payees who provide payment information will each receive an equal payment of at least $50 and no more than $349. Complainants who provide payment information will each receive an equal payment of up to $125, but in any event no higher than 75% of the payment amount paid to OOP Payees. Depending on the number of Settlement Class Members who provide payment information, this allocation is subject to modification by agreement of the Parties without further notice to members of the Settlement Class, provided any such modification is approved by the Court. Any such modification will, to the extent practicable, maintain the ratio of payment amounts to Complainants as compared to payment amounts to OOP Payees.

4. Settlement Class Members will be required to provide their payment information by the Response Deadline as a condition of receiving payment under the Settlement. Settlement Class Members may elect to receive their payment by physical check, electronic check, Automated Clearing House ("ACH," a/k/a direct deposit). For those Settlement Class Members who provide their payment information, a transfer reflecting their payment shall be transmitted to the Settlement Class Members within 60 calendar days after the Effective Date.

5. To the extent economically feasible, the Settlement Administrator shall follow up and communicate with Settlement Class Members who have not provided their payment information within 60 days of the Notice Date.

6. To the extent economically feasible, the Settlement Administrator shall follow up and communicate with Settlement Class Members who have not cashed their checks or whose ACH transfer failed within 60 days of the payments being provided.

7. Following distribution of the Settlement Fund as set forth above, if ACH transfers to Settlement Class Members fail after 120 days or checks attributable to Settlement Class Members remain uncashed after 120 days after the Class Payment is distributed pursuant to Section B.4 above, the funds attributable to those individuals shall be used to pay any unanticipated additional costs of settlement administration as set forth in Section F.6 below. Under no circumstances will settlement funds revert to Apple.

8. In the event that unclaimed funds remain following the distribution of the Settlement Fund as set forth above in B.3 and B.7, the Parties agree to pay the unclaimed funds to a *cy pres* recipient. Subject to Court approval, the Parties propose Girls Who Code as the *cy pres*

recipient, whose work is closely related to the issues raised by this Lawsuit and/or furthers the objectives of this Settlement Agreement.

C. Obtaining Court Approval of the Agreement

1. Settlement Class. Solely for the purposes of settlement and the proceedings contemplated herein, the Parties stipulate and agree that Plaintiffs will seek certification of the Settlement Class and appointment of Plaintiffs' counsel as Class Counsel, which Apple will not oppose. The certification of the Settlement Class shall be binding only with respect to the Settlement set forth in the Settlement Agreement.

2. Class Counsel will draft the motion requesting issuance of the Preliminary Approval Order and will provide that draft to Apple Counsel of record in the Lawsuit at least seven days before filing. The motion shall be written in a neutral manner. Apple will not oppose the motion. Apple may, however, provide feedback concerning the motion, and Class Counsel will meet and confer with Apple in good faith regarding Apple's feedback.

3. Upon filing of the motion requesting issuance of the Preliminary Approval Order, Apple will provide timely notice of such motion as required by the Class Action Fairness Act, 28 U.S.C. § 1711 *et seq.*

4. In accordance with the schedule set in the Preliminary Approval Order, Class Counsel will draft the motion requesting final approval of the Settlement, the Proposed Final Approval Order and the Proposed Final Judgment, and will provide that draft to Apple Counsel at least seven days prior to filing. The motion shall be written in a neutral manner. Apple may provide feedback concerning the motion, and Class Counsel will meet and confer with Apple in good faith regarding Apple's feedback.

5. In the event that the Settlement Agreement is not approved, or in the event its approval is conditioned on any modifications (including modifications to the proposed form and method of notice) that are not acceptable to either Party, then (a) this Settlement Agreement shall be null and void and of no force and effect, (b) any payments of the Settlement Fund and any and all interest earned thereon less monies expended toward Settlement administration, shall be returned to Apple within 10 business days from the date the Settlement Agreement becomes null and void, and (c) any release shall be of no force or effect. In such event, the Lawsuit will revert to the status that existed before the Settlement Agreement's execution date, the Parties shall each be returned to their respective procedural postures so that the Parties may take such litigation steps that they otherwise would have been able to take absent the pendency of this Settlement, and neither the Settlement Agreement nor any facts concerning its negotiation, discussion, terms or documentation shall be admissible in evidence for any purpose in this Lawsuit or in any other litigation.

D. Objections

1. Any Settlement Class Member who has not submitted a timely written request for exclusion and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, or to the requested attorneys' fees and expenses or service awards, must comply with the following requirements.

2. Procedural Requirements. Any objections from Settlement Class Members regarding the proposed Settlement Agreement must be submitted in writing to the Court. If a Settlement Class Member does not submit a timely written objection, the Settlement Class Member will not be able to participate in the Final Approval Hearing.

3. Deadline. Objections must be submitted by the Objection and Exclusion Deadline.

   a. If submitted through ECF, objections must be submitted on the Objection and Exclusion Deadline by 11:59 p.m. Pacific Time.

   b. If submitted by U.S. mail, Objections must be postmarked by the Objection and Exclusion Deadline. The date of the postmark on the envelope containing the written statement objecting to the Settlement will be the exclusive means used to determine whether an Objection and/or intention to appear has been timely submitted. In the event a postmark is illegible or unavailable, the date of mailing will be deemed to be three days prior to the date that the Court posts the objection on the electronic case docket.

4. Mandatory Content. All Objections must be in writing and must:

   a. Include the full name, address, telephone number, and email address of the objector and any counsel representing the objector;

   b. Clearly identify the case name and number: *Tabak et. al. v. Apple*, Case No. 4:19-cv-02455;

   c. Include information sufficient to verify that the objector is a Settlement Class Member;

   d. State whether the Objection applies only to the objector, to a specific subset of the class, or to the entire class;

   e. State the grounds for the Objection; and

   f. Be personally signed and dated by the objector.

5. Settlement Class Members who fail to submit timely written Objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Agreement and the proposed Settlement by appearing at the Final Approval Hearing, or through appeal, collateral attack, or otherwise.

6. Any objector who timely submits an Objection has the option to appear and request to be heard at the Final Approval Hearing, either in person or through the objector's counsel. Any objector wishing to appear and be heard at the Final Approval Hearing must include a Notice of Intention to Appear in the body of the objector's Objection. If an objector makes an Objection through an attorney, the objector shall be solely responsible for the objector's attorneys' fees and expenses. Counsel for any objector seeking to appear at the Final Approval Hearing must enter a Notice of Appearance no later than 14 days before that hearing.

7. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written Objections to the Settlement or encourage an appeal from the Court's Final Approval Order.

8. A Settlement Class member who objects to the Settlement may also submit payment information, which shall be processed in the same manner as all other payment information.

9. The Class Representatives, Class Counsel, and/or Apple may file responses to any timely written Objections no later than seven (7) days prior to the Final Approval Hearing.

E. Exclusions.

1. Requests for Exclusion. The email and postcard Notices, as well as the Full Class Notice, will advise all members of the Settlement Class of their right to exclude themselves from the Settlement. This Settlement Agreement will not bind members of the Settlement Class who exclude themselves from the Settlement.

2. Requesting Process. To request to be excluded from the Settlement, members of the Settlement Class must timely submit a written request for exclusion. The request for exclusion may be sent either through a portal on the Settlement Website or by U.S. mail to the Settlement Administrator, which will be responsible for receiving and processing requests for exclusion. The request for exclusion must include the Settlement Class Member's name, address, and telephone number, be personally signed and dated by the Settlement Class Member; and contain a clear request that the individual would like to "opt out" or be excluded, by use of those or other words clearly indicating a desire not to participate in the Settlement.

3. Deadline. To be excluded from the Settlement, the request for exclusion must be postmarked or submitted through the portal by the Objection and Exclusion Deadline.

4. If a Settlement Class member submits both payment information and an exclusion request, the payment information submission shall take precedence and be considered valid and binding, and the exclusion shall be deemed to have been sent by mistake and rejected.

5. Effect of Exclusion. Any person who is a member of the Settlement Class and who validly and timely requests exclusion from the Settlement shall not be a Settlement Class Member; shall not be bound by the Agreement; shall not be eligible to apply for or receive any benefit under the terms of the Agreement; and shall not be entitled to submit an objection to the Settlement.

6. Exclusion List. No later than 14 days after the Objection and Exclusion Deadline, the Settlement Administrator will provide Class Counsel and Apple Counsel with the number of persons who have timely and validly excluded themselves from the Settlement. If the number of Settlement Class Members who elect to exclude themselves from the Settlement Class exceeds the threshold agreed to by the Parties and confidentially submitted to the Court *in camera*, Apple, in its sole discretion, may elect to reject this Settlement, in which case the entire Agreement shall be null and void. Alternatively, Apple may elect to waive this condition and proceed with the Settlement. Any such waiver by Apple must be unambiguous and in writing.

F. Notice and Settlement Administration

1. Notice and Settlement administration will be performed by Angeion, subject to approval by the Court. The Settlement Administrator will be paid from the Settlement Fund.

2. The Settlement Administrator shall perform the duties, tasks, and responsibilities associated with providing notice and administering the Settlement, including the following: (a) preparing and disseminating notice to the Settlement Class substantially in the forms attached hereto as Exhibits A-C; (b) maintaining the Settlement Website; (C) keeping track of requests for exclusion and objections to the Settlement, including maintaining the original envelope in which they were mailed (or an electronic copy thereof); (d) deliver to Apple Counsel and Class Counsel copies of any requests for exclusion, objections, or, upon request of Apple Counsel or Class Counsel, other written or electronic communications from the Settlement Class; (e) making distributions to Settlement Class Members; (f) performing any tax reporting duties required by this Agreement and federal, state, or local law; (g) maintaining adequate records of all its activities, including the dates of transmission of the postcard notice, Full Class Notice, and email notice, returned mail, and other communications and attempted written or electronic communications with the Settlement Class; (h) confirming in writing its completion of the administration of the Settlement; and (i) such other tasks as Apple Counsel and Class Counsel mutually agree.

3. Apple will provide to the Settlement Administrator (but not to Class Counsel) the names, last known mailing addresses, and email addresses for all members of the Settlement Class for whom it has records as soon as practicable but starting no later than thirty (30) days after entry of the Preliminary Approval Order. The Settlement Administrator will administer the notice described herein and in accordance with the Preliminary Approval Order. The Settlement Administrator will keep identities and contact information of members of the Settlement Class strictly confidential, using them only for purposes of administrating this Settlement.

4. Notice will be provided via email to members of the Settlement Class for whom Apple has an email address, and via direct mail postcard notice for members of the Settlement Class for whom Apple has a physical address, but not email address, on record. As soon as practicable, but starting no later than thirty (30) calendar days after Apple provides the Settlement Administrator the Settlement Class list in an electronic format, the Settlement Administrator shall send the email notice to all Settlement Class Members for whom Apple has provided the Settlement Administrator with an email address. As soon as practicable, but starting no later than thirty (30) calendar days after Apple provides the Settlement Administrator the Settlement Class list in an electronic format, the Settlement Administrator shall send the postcard notice by mail to all Settlement Class Members for whom Apple has not provided an email address. In the event that this notice reaches less than 90% of members of the Settlement Class, the Settlement Administrator will provide supplemental notice in the form of direct mail postcard notice to those members of the Settlement Class whose emails returned a hard bounce back and for whom a physical address can be located. Any such supplemental notice shall be completed no later than thirty (30) days prior to the Objection and Exclusion Deadline.

5. The Parties agree upon and will seek Court approval of the following forms and methods of notice to members of the Settlement Class:

a. **Settlement Website.** The Settlement Administrator will establish and maintain a Settlement website with a mutually acceptable domain name. The Settlement website will be optimized for viewing on both mobile devices and personal computers. The Settlement website will include, without limitation, the Full Class Notice in downloadable PDF format, this Agreement, the operative Second Amended Consolidated Complaint and Apple's Answer thereto, the Preliminary Approval Order as entered and publicly filed motion papers and declarations in support thereof, Plaintiffs' motion for attorneys' fees and expenses, Plaintiffs' motion for final approval of class action settlement, a set of frequently asked questions, and information on how to object or request exclusion, as well as contact information for Class Counsel and the Settlement Administrator. The Settlement website will include a readily accessible means for members of the Settlement Class to electronically submit payment information. The Settlement Website will explain how Class Payment will be distributed. The Settlement Website shall remain accessible until thirty (30) calendar days after the Settlement Administrator has completed its obligations under this Settlement Agreement.

b. **Toll-Free Number.** The Settlement Administrator will establish a toll-free telephone number (the "Toll-Free Number") where members of the Settlement Class can receive instructions for accessing Settlement information and case documents.

c. **Email Notice.** The Settlement Administrator will email each member of the Settlement Class for whom Apple has an email address a copy of the email notice substantially in the form attached hereto as Exhibit B.

d. **Postcard Notice.** For members of the Settlement Class for whom Apple has a physical address, but not email address, the Settlement Administrator will mail to each such member of the Settlement Class the postcard notice substantially in the form attached hereto as Exhibit C. Before mailing the postcard notice, the Settlement Administrator shall update the addresses provided by Apple with the National Change of Address database=. All postcard notices returned by the U.S. Postal Service with a forwarding address will be re-mailed to that address. In the event that the email and postcard notice described above reaches less than 90% of the Class, the Settlement Administrator will provide supplemental notice in the form of direct mail postcard notice to those members of the Settlement Class whose emails returned a hard bounce back and for whom a mailing address can be located. Any such supplemental notice shall be completed no later than thirty (30) days prior to the Objection and Exclusion Deadline.

e. **Full Class Notice.** The Settlement Administrator shall mail or email the Full Class Notice to any Settlement Class member who requests a copy.

6. Based on information provided by the parties to date, the Settlement Administrator has agreed to perform all settlement notice and administration duties required by the Settlement Agreement at a cost not expected to exceed $574,000. This amount shall cover all costs and expenses related to the settlement administration functions to be performed by the Settlement Administrator, including providing Postcard and Email Notice and the Settlement Website, and performing the other administration processes described in this Agreement. In the event that unanticipated costs and expenses arise in connection with the notice and/or administration process, such that they exceed the capped amount of $574,000, the Settlement Administrator shall promptly raise the matter with Apple Counsel and Class Counsel as soon as practicable after becoming aware of the unanticipated costs and expenses. If both Apple Counsel and Class Counsel, acting in good faith, agree that unanticipated costs and expenses justify an increase to the amount payable to the Settlement Administrator in excess of the agreed-upon cap, then the amount in excess of the capped amount shall be paid for exclusively from the Settlement Fund by way of any funds represented by checks that remain uncashed after 120 days and ACH transfers that fail after 120 days, as contemplated under Section B.6. Under no circumstances will Apple be responsible for any costs of Settlement administration in excess of its contribution to the Settlement Fund.

7. The Postcard Notice, Email Notice, and Settlement Website shall provide information on the procedure by which members of the Settlement Class may request exclusion or submit an objection to the Settlement.

G. Attorneys' Fees and Expenses and Service Awards

1. Class Counsel will apply to the Court for, and Apple will not oppose, service awards for named Plaintiffs of up $3,000 each. The Service Award is not a measure of damages, but instead solely an award for the Class Representatives' services, time and effort on behalf of the members of the Settlement Class. Service awards approved by the Court shall be paid from the Settlement Fund. Class Counsel shall provide Form W-9s for the Named Plaintiffs receiving a Service Award, and for Class Counsel, within 5 days after the Effective Date. The Settlement Administrator shall distribute the Service Awards to accounts specified by Class Counsel no later than 15 days after the later of the Effective Date or the receipt of the Named Plaintiffs' Form W-9s. This Settlement is not conditioned upon the Court awarding the amounts sought by the Class Representatives as a Service Award. If the amounts awarded by the Court are less than what was sought by the Class Representatives, the remaining provisions of this Settlement Agreement shall be binding and effective.

2. The Parties have reached no agreement on the amount of attorneys' fees and expenses that Class Counsel will seek. While recognizing that the Settlement entitles Class Counsel to apply for reasonable fees and expenses, Apple reserves the right to object to or oppose Class Counsel's requests for attorneys' fees and expenses. The Settlement Administrator shall pay Class Counsel any Court-approved Attorneys' Fees and Expense Award no later than 15 days after the later of the Effective Date or the receipt of Class Counsel's Form W-9s. Class Counsel's Motion for attorneys' fees and expenses shall be filed at least 35 days before the Objection and Exclusion Deadline and shall be posted on the Settlement Website within 3 days of it being filed.

3. In no event shall Apple have any liability to any Plaintiffs' Counsel, or any other counsel who have represented Named Plaintiffs at any time in this Lawsuit, regarding the allocation of the fee and expense award among Plaintiffs' Counsel.

4. Apple shall not be liable for any additional fees or expenses of Named Plaintiffs or any members of the Settlement Class in connection with the Lawsuit. Class Counsel agree that they will not seek any additional fees or costs from Apple in connection with the Lawsuit or the Settlement of the Lawsuit beyond the approved Attorneys' Fees and Expense Award. Apple expressly agrees that it will not seek to recover its Court costs, attorneys' fees, or expenses once the Court enters a Final Approval Order and Final Judgment.

5. This Settlement is not conditioned upon the Court awarding the amounts sought by Class Counsel as a fee and expense award. If the amounts awarded by the Court are less than what was sought by Class Counsel, the remaining provisions of this Settlement Agreement shall be binding and effective.

H. Releases

1. Except as otherwise set forth herein or as to obligations created hereby, upon the Effective Date, Named Plaintiffs and the Settlement Class, on their own behalf and on behalf of their present and former principals, agents, servants, partners, joint venturers, employees, contractors, predecessors, assigns, heirs, spouses, beneficiaries, executors, administrators, representatives, insurers, underwriters, accountants, and lawyers (collectively, the "Releasing Parties"), separately and collectively, will release and discharge Apple and each of its present and former principals, agents, servants, partners, joint venturers, directors, officers, managers, employees, contractors, predecessors, successors, assigns, administrators, representatives, parents, shareholders, subsidiaries, affiliates, insurers, underwriters, accountants, and lawyers (collectively, the "Apple Released Parties"), separately and collectively, from any and all damages, suits, claims, debts, demands, assessments, obligations, liabilities, attorneys' fees, costs, expenses, rights of action and causes of action, of any kind or character whatsoever, whether based on contract (express, implied, or otherwise), statute, or any other theory of recovery, and whether for compensatory or punitive damages, and whether known or unknown, suspected or unsuspected, occurring before the Effective Date of the Settlement (the "Released Matters") arising out of or related to the subject matter of this Lawsuit or the facts underlying this Lawsuit. This release will include claims relating to the Released Matters of which the Releasing Parties are presently unaware or which the Releasing Parties do not presently suspect to exist which, if known to the Releasing Parties, would materially affect the Releasing Parties' release of the Apple Released Parties.

2. The Parties mutually and expressly acknowledge and agree that this Agreement fully and finally releases and fully resolves the claims released in Section H.1 above, including any claims that may not be known. Accordingly, the Parties expressly waive all of their rights under Civil Code § 1542, which provides that:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE

RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

3. The Parties also expressly waive all rights under any other statutes, legal decisions, or common law principles of similar effect, whether under the law of California or any other jurisdiction.

4. The Parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters underlying the Lawsuit. In furtherance of the Parties' intent, the release of the Released Matters shall remain in full and complete effect notwithstanding discovery or existence of any additional or different claims or facts.

5. The amount of the class payment pursuant to this Agreement will be deemed final and conclusive against all Settlement Class Members, who will be bound by all of the terms of this Agreement and the Settlement, including the terms of the judgment to be entered in the Lawsuit and the releases provided for herein.

6. No person shall have any claim of any kind against the Parties, their counsel, or the Settlement Administrator with respect to the matters set forth in Section F hereof, or based on determinations or distributions made substantially in accordance with this Agreement, the Final Approval Order, the Final Judgment, or further order(s) of the Court

I. Apple's Denial of Liability; Agreement As Defense In Future Proceedings

1. This Agreement is made in compromise of any and all claims that Plaintiffs have or may have against Apple related in any way to the Lawsuit, including all claims, allegations, and products discussed therein. This Agreement shall not be construed in any fashion as an admission of liability or wrongdoing by Apple. Apple specifically denies having engaged in any wrongdoing whatsoever. Plaintiffs further agree that this Agreement shall not be admissible in any court or other forum for any purpose other than the enforcement of its terms or if required for legal or accounting purposes.

2. To the extent permitted by law, neither this Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding to establish any liability or admission by Apple, or to establish the truth of any of the claims or allegations alleged in the Lawsuit.

3. Neither the Agreement nor anything that the Parties said or did during the negotiation of the Agreement shall be construed or used in any manner as an admission of liability or evidence of any Party's fault, liability, or wrongdoing of any kind; nor as an admission of any lack of merit of the causes of action asserted in the Lawsuit.

4. To the extent permitted by law, the Agreement may be pleaded or invoked as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or

other proceeding which may be instituted, prosecuted or attempted for the Released Matters (as defined below).

J. Miscellaneous

1. Extensions of Time. All time periods and dates described in this Agreement are subject to the Court's approval. Unless otherwise ordered by the Court, the Parties through their counsel may jointly agree to reasonable extensions of time to carry out any of the provisions of this Agreement. These time periods and dates may be changed by the Court or the Parties' counsel's written consent without notice to the Settlement Class.

2. Entire Agreement. This Settlement Agreement contains the entire agreement between the Parties and constitutes the complete, final, and exclusive embodiment of their agreement with respect to the Lawsuit. This Settlement Agreement is executed without reliance on any promise, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Settlement Agreement.

3. Applicable Law and Jurisdiction. The laws of the State of California, without regard to its conflict or choice of law provisions, shall govern this Agreement. The Parties agree that any dispute relating to this Agreement shall be subject to the exclusive jurisdiction and venue of the state or federal courts within the County of Santa Clara. Each Party submits itself to the exclusive jurisdiction and venue of that court. If any such action is brought, the prevailing party shall be entitled to recover reasonable attorneys' fees.

4. Gender and Plurals. As used in this Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates

5. Survival of Warranties and Representations. The warranties and representations of this Agreement are deemed to survive the date of execution hereof.

6. Cooperation of Parties. The Parties to this Agreement and their counsel agree to prepare and execute all documents, to seek Court approvals, to defend Court approvals, and to do all things reasonably necessary to complete the Settlement.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts.

8. Severability. If any provision of this Settlement Agreement is declared by the Court to be invalid, void, or unenforceable, the remaining provisions of this Settlement Agreement will continue in full force and effect, unless the provision declared to be invalid, void, or unenforceable is material, at which point the Parties shall attempt to renegotiate the Settlement Agreement or, if that proves unavailing, either Party can terminate the Settlement Agreement without prejudice to any Party.

9. Warranties and Representations. Each person executing this Agreement in a representative capacity represents and warrants that he or she is empowered to do so. This

Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf, of any of them. The Parties represent and warrant to each other that they have read and fully understand the provisions of this Agreement and have relied on the advice and representation of legal counsel of their own choosing. Each of the Parties has cooperated in the drafting and preparation of this Agreement and has been advised by counsel regarding the terms, effects, and consequences of this Agreement. Accordingly, in any construction or interpretation to be made of this Agreement, this Agreement shall not be construed as having been drafted solely by any one or more of the Parties or their counsel. The Settlement Agreement has been, and must be construed to have been, drafted by all Parties and their counsel, so that any rule that construes ambiguities against the drafter will have no force or effect.

10. Communications. All communications required under this Agreement shall be in writing and shall be sent overnight and regular mail to the addressees listed below:

If to Apple:

Apple Inc.
1 Apple Park Way, MS:169-2NYJ
Cupertino, California 95014
Attn: Chief Litigation Counsel

With copy to:

Alexis Amezcua
MORRISON FOERSTER
425 Market Street, 32nd Floor
San Francisco, CA 94105

If to Plaintiffs

Andrea Gold
TYCKO & ZAVAREEI LLP
2000 Pennsylvania Avenue, NW, Suite 1010
Washington, D.C. 20006
Telephone: (202) 973-0900
Facsimile: (202) 973-0950
Email: agold@tzlegal.com

William A. Ladnier
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC
800 S. Gay Street, Suite 1100
Knoxville, TN 37929
Telephone: (866) 252-0878
Facsimile: (865) 522-0049
Email: wladnier@milberg.com

11. Modification and Amendment. This Agreement may be amended or modified only by a written instrument signed by the Parties' counsel and approved by the Court.

12. Any and all disputes arising out of or related to the Settlement or this Agreement must be brought by the Parties and/or each member of the Settlement Class exclusively in this Court. The Parties and each member of the Settlement Class hereby irrevocably submit to the exclusive and continuing jurisdiction of the Court for any suit, action, proceeding or dispute arising out of or related to the Settlement or this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each Party or its duly authorized representative as set forth below.

ChristineClemence

Christine Clemence
Plaintiff

Matthew White

Matthew White
Plaintiff

Nestor Trujillo
Plaintiff

Kelly Camelo-Cenicola
Plaintiff

Lisa Tabak

Lisa Tabak
Plaintiff

De'Jhontai Banks
Plaintiff

Gregory F Coleman

Gregory F. Coleman
For the Plaintiffs

Andrea R. Gold
For the Plaintiffs

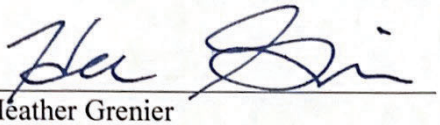
5/25/2023

Alexis Amezcua
For the Defendant Apple Inc.

Heather Grenier
Vice President of Commercial
Litigation & Legal and Global
Security Operations, Apple Inc.

Andrea R. Gold
For the Plaintiffs

Alexis Amezcua
For the Defendant Apple Inc.



Heather Grenier
Vice President of Commercial
Litigation & Legal and Global
Security Operations, Apple Inc.

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

IF YOU OWNED AN IPHONE 7 OR IPHONE 7 PLUS IN THE UNITED STATES AT ANY POINT BETWEEN SEPTEMBER 16, 2016 AND JANUARY 3, 2023 AND EXPERIENCED AUDIO ISSUES WITH YOUR DEVICE, YOU SHOULD READ THIS NOTICE AS IT MAY IMPACT YOUR LEGAL RIGHTS.

A court authorized this notice. This is not a solicitation.

- A Settlement has been reached with Apple Inc. ("Apple") in a class action lawsuit alleging that the iPhone 7 and iPhone 7 Plus experienced certain audio issues allegedly related to the "audio IC" chip. Apple denies that the devices had such issues and denies all allegations of wrongdoing.

- You may be included in this Settlement as a member of the "Settlement Class" and entitled to receive a payment called the "Class Payment" if you owned an iPhone 7 or iPhone 7 Plus between September 16, 2016 and January 3, 2023, and you either complained to Apple regarding an issue covered by the Settlement or paid Apple for a repair or replacement covered by the Settlement. The criteria to be a Class Member are defined more fully in the answers to Questions 5 and 6 below. Together, all Class Members are collectively known as the "Settlement Class."

- Your rights are affected whether you act or do not act. Read this notice carefully.

- These rights and options — **and the deadlines to exercise them** — are explained in this Notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
STAY IN THE CLASS	A $35 million settlement fund will be established. If you received an email or postcard notification from the Settlement Administrator about the Lawsuit, that means that you may be a member of the Settlement Class. If you decide to receive the Class Payment, you must let the Settlement Administrator know by [date] whether you elect to receive the payment by electronic check, ACH transfer, or physical check, and provide the corresponding e-mail address, banking information, or mailing address for the payment's distribution. You may provide your payment information online at www.[URL].com, by scanning the QR code included below on this notice, or by mailing your completed form to the Settlement Administrator. If you remain in the Settlement Class and provide the necessary payment information, you will receive a Class Payment if the Court grants final approval to the Settlement. If you do not provide the necessary payment information by [insert date], you will remain in the Settlement Class and forego receiving a Class Payment and will waive your right to sue Apple in the future regarding the subject matter of the claims in the Lawsuit. If you decide to stay in the Settlement Class, you will give up the right to sue Apple in a separate lawsuit related to the subject matter of the claims in the Lawsuit. The Released Claims are described in Question 12 below.
ASK TO BE EXCLUDED (OPT OUT) **DEADLINE: [__]**	If you decide to opt out of this Settlement, you will keep the right to sue Apple at your expense in a separate lawsuit related to the subject matter of the claims this Settlement resolves, but you give

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
	up the right to receive a Class Payment from this Settlement. This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Apple related to the subject matter of the claims in this Lawsuit. If you opt out of this Settlement and the Settlement is approved, you will no longer be represented by Class Counsel.
OBJECT TO THE SETTLEMENT DEADLINE: [__]	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you do not like the Settlement.
GO TO A HEARING ON: [_____]	You may object to the Settlement and ask the Court for permission to speak at the Final Approval Hearing where the Parties will request that the Final Approval Order be entered approving the Settlement.

- The Court overseeing this case still has to decide whether to approve the Settlement.

- This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, you may (1) see the Settlement Agreement available at www.[URL].com, or by scanning the QR included below on this notice; (2) contact Class Counsel representing the Settlement Class (contact info listed under Question 16 below); (3) access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at https://ecf.cand.uscourts.gov; or (4) visit the office of the Clerk of Court for the United States District Court for the Northern District of California, Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, 16th Floor, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS NOTICE, THIS SETTLEMENT, OR THE CLAIMS PROCESS.

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BASIC INFORMATION

1. Why was this Notice issued?

A federal Court authorized this Notice because you have a right to know about the proposed Settlement of the Lawsuit and all of your options before the Court decides whether to approve the proposed Settlement. This Notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available, and who can get them.

Judge Jon S. Tigar of the United States District Court for the Northern District of California is currently overseeing this case and will decide whether to approve the Settlement. The case is entitled *Tabak, et al. v. Apple Inc.*, No. 4:19-cv-02455 (N.D. Cal.). The persons who sued are called the Plaintiffs. The company they are suing is Apple Inc., which is called the Defendant.

2. What is a class action?

In a class action, one or more people called "Class Representatives" (in this case, Lisa Tabak, De'Jhontai Banks, Matthew White, Kelly Camelo-Cenicola, Nestor Trujillo, and Christine Clemence, the Plaintiffs) sue on behalf of people who have similar claims. All these people seek to be part of a "Class" or "Class Members."

3. What is the Lawsuit about?

Plaintiffs alleged that iPhone 7 and iPhone 7 Plus devices experienced certain audio issues allegedly related to the "audio IC" chip, and brought claims including alleged violation of consumer protection laws and breach of warranty.

Apple denies all of the allegations made in the Lawsuit, denies that the iPhone 7 or iPhone 7 Plus experienced any audio issues, and denies that Apple did anything improper or unlawful. Apple asserts numerous defenses to the claims in this case. The proposed Settlement to resolve this Lawsuit is not an admission of guilt or any wrongdoing of any kind by Apple.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Apple. Instead, the Class Representatives and Apple agreed to a Settlement. This way, they avoid the cost, burden, and uncertainty of a trial and the users allegedly affected can get benefits. The Class Representatives and their attorneys think the proposed Settlement is best for all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT

5. How do I know if I am part of the Settlement?

The Court has decided that everyone who fits the following description is a Class Member, and is thus included in the Settlement:

> Individual persons who are United States residents and who own or owned an Apple iPhone 7 or 7 Plus between September 16, 2016 and January 3, 2023, and reported to Apple in the United States issues reflected in Apple's records as Sound-Speaker, Sound-Microphone, Sound – Receiver, Unexpected Restart / Shutdown, or Power On – Device Unresponsive ("Covered Issues"), including but not limited to those who paid Apple out of pocket for repairs or replacements for Covered Issues as reflected in Apple's records. The Settlement Class excludes Apple; any entity in which Apple has a controlling interest; Apple's directors, officers, and employees; Apple's legal representatives, successors, and assigns. Also excluded from the Settlement Class are all judicial officers assigned to this

case as well as their staff and immediate families.

6. I'm still not sure if I am included in the Settlement Class.

If you are still not sure whether you are included in the Settlement Class, you can visit the website www.[URL].com, call toll-free 1-[XXX-XXX-XXXX], or write to the *Tabak et al. v. Apple* Class Action Settlement Administrator, [insert address], for more information.

THE SETTLEMENT BENEFITS-WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

A $35 million settlement fund will be established. After deducting any Court-approved Attorneys' Fees and Expenses, Service Awards, and Administrative and Notice Costs, Apple will provide to the independent Settlement Administrator information for all Settlement Class Members and the Settlement Administrator will determine the Class Payment, subject to the Court's approval, that will be made available to Class Members in accordance with the description provided in the response to Question 8 below.

8. How much will my Class Payment be?

Settlement Class Members who provide payment information shall receive a payment based on whether Settlement Class Members paid out of pocket to Apple for a repair or replacement for a Covered Issue, or whether Settlement Class Members complained to Apple about a Covered Issue, but did not pay out of pocket to Apple for a repair or replacement for that issue. Settlement Class Members who paid Apple out of pocket for repairs or replacements for Covered Issues, as reflected in Apple's records, who do not opt out and timely submit payment information to the Settlement Administrator will receive an equal payment of at least $50 and no more than $349. Settlement Class Members who reported Covered Issues to Apple, but who did not pay Apple out of pocket for repairs or replacements for Covered Issues, will receive an equal payment of up to $125.

HOW TO GET A CLASS PAYMENT

9. How do I get a Class Payment?

If you received a notice by email or postcard indicating that Apple has determined that you may be a member of the Settlement Class and do not opt out of the Settlement Class, you must let the Settlement Administrator know whether you elect to receive the payment by electronic check, ACH transfer, or physical check, and provide the corresponding payment information by [date]. You may provide your payment information online at www.[URL].com, by scanning the QR code included below on this notice, or via mail to [Settlement Administrator address]. You must submit payment information in order to receive a Class Payment. If you do not elect a payment method and provide your payment information, you will remain in the Settlement Class and forego receiving a Class Payment and will waive your right to sue Apple for the Covered Issues in the future.

[PLACEHOLDER FOR QR CODE]

10. When would I get my Class Payment?

The Court will hold a hearing on [insert date], at [insert time], to decide whether to grant final approval of the Settlement. If the Court approves the Settlement, there may be objections. It is always uncertain whether objections will be filed and, if so, how long it will take to resolve them. Class Payments will be

distributed to Settlement Class Members as soon as possible, if and when the Court grants final approval of the Settlement and any objections are overruled with finality. The Court may also elect to move the Final Approval Hearing to a different date or time in its sole discretion, without providing further notice to the Settlement Class. The date and time of the Final Approval Hearing can be confirmed at www.[URL].com.

11. What rights am I giving up to get a Class Payment and stay in the Class?

Unless you opt out, you will remain in the Settlement Class. If you timely submit a valid Payment Information Form, you may receive a Class Payment if the Settlement is approved and becomes final. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against Apple that is related to the subject matter of the claims in this Lawsuit. The rights you are giving up are called Released Claims, which are explained in Question 12.

12. What are the Released Claims?

Generally, if and when the Settlement Agreement becomes final, Settlement Class Members who do not opt out will permanently release Apple Inc., including its past or present parents, subsidiaries, divisions, affiliates, stockholders, officers, directors, insurers, employees, agents, attorneys, and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors, purchasers, and assigns of each of the foregoing), from claims that are related to the subject matter of the claims in this Lawsuit. The Released Claims are described in more detail at www.[URL].com.

OPTING OUT OF THE SETTLEMENT

If you want to keep the right to sue or continue to sue Apple at your expense for any claim related to the subject matter of this Lawsuit, and you do not want to receive a Class Payment from this Settlement, you must take steps to get out of the Settlement. This is called opting out of, or excluding yourself from, the Settlement.

13. How do I request to opt out of the Settlement?

To opt out, you must timely submit a written request with the following information:

- Your name, address, telephone number, and email address;
- A statement that you wish to opt out of the Settlement Class in *Tabak et al. v. Apple Inc.*, No. 4:19-cv-04255; and
- Your signature.

You must submit your written request either:

- Through the portal on the Settlement Website, available at www.[URL].com; or
- By U.S. mail to the Settlement Administrator at [insert address].

Your opt out request must be received no later than **[insert date].**

14. If I opt out, can I still get a Class Payment from this Settlement?

No. If you opt out, you are telling the Court that you do not want to be part of the Settlement Class in this Settlement. You can only get a Class Payment if you remain in the Settlement Class and submit a valid and timely Payment Information Form. See Question 9.

15. If I do not opt out, can I sue Apple for the same claims later?

No. Unless you opt out, you are giving up the right to sue Apple regarding any claims that are related to the subject matter of the claims in this Lawsuit. You must opt out of this Lawsuit to have the ability to start or continue with your own lawsuit or be part of any other lawsuit against Apple related to the subject matter of the claims in this Lawsuit.

THE LAWYERS REPRESENTING THE CLASS

16. Do I have a lawyer in this case?

Yes. The Court appointed the following attorneys to represent you as "Class Counsel":

Andrea R. Gold of Tycko & Zavareei LLP, 2000 Pennsylvania Ave. NW, Suite 1010 Washington D.C., 20006	Adam A. Edwards, of Milberg Coleman Bryson Phillips Grossman, PLLC, 800 S. Gay Street, Suite 1100 Knoxville, TN 37929

You do not have to pay Class Counsel out of your own pocket. If you want to be represented by your own lawyer and have that lawyer appear in Court for you in this case, you may hire one at your own expense.

17. How will the lawyers be paid?

Class Counsel may ask the Court for an award of Attorneys' Fees and Expenses, as well as a Service Award to the Class Representatives. Class Counsel will move for both the Service Awards, not exceeding $3,000 for each of the Class Representatives, and for Attorneys' Fees and Expenses, and the Court will determine the amounts to be awarded. All of these amounts, as well as the Administrative and Notice Costs, will be paid from the $35 million that the Parties settled for before making Class Payments to Settlement Class Members. Apple reserves the right to object to any motion, including for Attorneys' Fees and Expenses or a Service Award, filed by Class Counsel.

A copy of Class Counsel's motion for Attorneys' Fees and Expenses and for the Class Representative's Service Award will be available at www.[URL].com by [insert date].

18. May I get my own lawyer?

If you are in the Settlement Class, you are not required to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you may hire one at your own expense. If you opt out of the Settlement, you will no longer be represented by Class Counsel once the Settlement is approved.

OBJECTING TO THE SETTLEMENT

19. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court if there is something about the Settlement that you do not like by submitting an objection. By submitting an objection, you do not opt out or exclude yourself from the Settlement. You cannot ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Class Payments will be sent out and the Lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing. If you submit a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must (a) clearly identify the case name and number (*Tabak et al. v. Apple Inc.*, 4:19-cv-02455); (b) include your full name, address, telephone number, and email address and any counsel representing you (if you are represented by counsel); (c) include information sufficient to verify that the objector is a Settlement Class Member; (d) state whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; (e) state the grounds for the objection; and (f) be submitted to the Court either by mailing them to the Clerk of Court for the United States District Court for the Northern District of California, Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, Box 36060, San Francisco, CA 94102, or by filing them in person at any location of the United States District Court for the Northern District of California; and (e) be filed or postmarked on or before **[insert date]**.

20. What is the difference between objecting and opting out?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class (and do not opt out). Opting out is telling the Court that you do not want to be part of the Settlement Class. If you opt out, you cannot object because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on [insert date], at [insert time], at the United States District Court for the Northern District of California, Oakland Courthouse, 1301 Clay Street, Courtroom 6 – 2nd Floor, Oakland, CA 94612. At this hearing, the Court will decide whether to approve the Settlement, Class Counsel's request for Attorneys' Fees and Expenses, and the Service Award to the Class Representative. If there are objections, the Court will consider them. The Court may elect to move the Final Approval Hearing to a different date or time in its sole discretion, without providing further notice to the Class. The date and time of the Final Approval Hearing can be confirmed at www.[URL].com.

22. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to come to the Final Approval Hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary.

23. May I speak at the Final Approval Hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you are a member of the Settlement Class and you do nothing, you will forego receiving Class Payment.

You will give up the rights explained in Question 12, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Apple related to the Lawsuit or for claims that in any way are related to the subject matter of the claims in this Lawsuit. To receive a Class Payment, you must provide the information detailed in Question 9 above.

GETTING MORE INFORMATION

25. Are more details available?

Visit the website at www.[URL].com, where you will find the Settlement Agreement and other related documents. You may also scan the QR code included below in this notice. You may also call toll-free at 1-[XXX-XXX-XXXX] or write to [insert address]. Inquiries should NOT be directed to the Court.

[PLACEHOLDER FOR QR CODE]

EXHIBIT B

IF YOU OWNED AN IPHONE 7 OR IPHONE 7 PLUS IN THE UNITED STATES AT ANY POINT BETWEEN SEPTEMBER 16, 2016 AND JANUARY 3, 2023 AND EXPERIENCED AN AUDIO ISSUE WITH YOUR DEVICE, YOU SHOULD READ THIS NOTICE AS IT MAY IMPACT YOUR LEGAL RIGHTS.

A Settlement has been reached with Apple Inc. ("Apple") in a class action lawsuit alleging that the iPhone 7 and iPhone 7 Plus experienced certain audio issues allegedly related to the "audio IC" chip. Apple denies that the devices had such issues and denies all allegations of wrongdoing.

You received this email because Apple's records indicate you may be a member of the "Settlement Class" and entitled to receive a payment called the "Class Payment." The Court decided that the "Settlement Class" includes individual persons who are United States residents and who own or owned an iPhone 7 or 7 Plus between September 16, 2016 and January 3, 2023, and reported to Apple in the United States issues reflected in Apple's records as potentially related to the alleged audio issues ("Covered Issues"). Covered Issues include those reflected in Apple's records for the iPhone 7 or iPhone 7 Plus as Sound-Speaker, Sound-Microphone, Sound – Receiver, Unexpected Restart / Shutdown, or Power On – Device Unresponsive, and includes but is not limited to those who paid Apple out of pocket for repairs or replacements for Covered Issues. The Settlement Class excludes Apple; any entity in which Apple has a controlling interest; Apple's directors, officers, and employees; Apple's legal representatives, successors, and assigns. Also excluded from the Settlement Class are all judicial officers assigned to this case as well as their staff and immediate families.

What does the Settlement provide?

- A $35 million settlement fund will be established. If you received this email notification from the independent Settlement Administrator about the Lawsuit, that means that you may be a member of the Settlement Class. If you are a member of the Settlement Class and you decide to receive the Class Payment, you must let the Settlement Administrator know by [insert date] whether you elect to receive the payment by electronic check, ACH transfer, or physical check, and provide the corresponding e-mail address, banking information, or mailing address for the payment's distribution. You may provide your payment information online at www.[URL].com, by scanning the QR code included below on this notice, or via mail to [Settlement Administrator address]. You must submit payment information in order to receive a Class Payment. If you remain in the Settlement Class and provide the necessary payment information, you will receive a Class Payment if the Court grants final approval to the Settlement. If you do not provide the necessary payment information by [insert date], you will remain in the Settlement Class and forego receiving a Class Payment and will waive your right to sue or continue to sue Apple for the Covered Issues.

- If you received this notice from the Settlement Administrator, that means Apple has determined from its records that you may be a Settlement Class Member. Settlement Class Members who paid Apple out of pocket for repairs or replacements for Covered Issues, as reflected in Apple's records, who do not opt out and timely submit payment information to the Settlement Administrator will receive an equal payment of least $50 and no more than $349. Settlement Class Members who reported Covered Issues to Apple, but who did not pay Apple out of pocket for repairs or replacements for Covered Issues, will receive an equal payment of up to $125.

What are you giving up to receive a Class Payment?

If you decide to stay in the Settlement Class, you will give up the right to sue Apple in a separate lawsuit related to the subject matter of the claims in the Lawsuit. No further action is required from you if you decide to stay in the Settlement Class and provide the necessary information to receive a Class Payment.

What are your options?

- **Submit a Payment Attestation Form.** Filing a payment attestation form is the only way to receive a Class Payment under the Settlement. Click the button at the bottom of this notice or visit the

settlement website, www.[____].com, to file a Payment Attestation Form electronically. You may also scan the QR code included below in this notice. If you file a Payment Attestation Form, you will give up the right to sue Apple in a separate lawsuit about the claims this Settlement resolves. You have until [DATE] to file a Payment Attestation Form.

- **Ask to Be Excluded (Opt Out).** If you decide to opt out of this Settlement, you will keep the right to sue Apple in a separate lawsuit related to the subject matter of the claims this Settlement resolves, but you give up the right to get a Class Payment from this Settlement. This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Apple related to the subject matter of the claims in this Lawsuit. If you elect to opt out of this Settlement and the Settlement is approved, you will no longer be represented by Class Counsel and will be responsible for retaining legal representation at your expense should you choose to sue Apple in a separate lawsuit. Instructions for requesting to opt out of the Settlement can be found at www.[URL].com. Your opt out request must be received by [insert date].

- **Object to the Settlement.** If you do not opt out of the Settlement, you may object to it by writing to the Court about why you do not like the Settlement. Instructions for objecting and attending the Final Approval Hearing where the Parties will request that the Final Approval Order be entered approving the Settlement can be found at www.[URL].com. Your objection must be filed or postmarked on or before [insert date].

- **Do Nothing.** You will not receive a settlement benefit under the Settlement. You will also give up your right to object to the Settlement and you will not be able to be part of any other lawsuit about the claims this Settlement resolves.

Do I have a lawyer in this case?

The Court has appointed the law firms of Tycko & Zavareei LLP and Milberg Coleman Bryson Phillips Grossman, PLLC as "Class Counsel." Class Counsel represents you and other Settlement Class Members for purposes of the Settlement. You will not be charged attorney's fees or costs by Class Counsel as part of this Settlement.

The Court's Final Approval Hearing

The Court will hold a Final Approval Hearing on [date] at [time] to decide whether to approve the Settlement. The hearing will be in Courtroom 6 on the 2nd floor at the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102. The Court will consider whether the settlement is fair, reasonable, and adequate. The Court will also consider what amount to award to each of the class representatives as compensation for their services for the Settlement Class, and what amount to award Class Counsel for their attorneys' fees and costs. You may appear at the Final Approval Hearing, on your own behalf or through counsel, but you do not have to.

SUBMIT PAYMENT ATTESTATION FORM

QUESTIONS?

More detailed information, including the Settlement Agreement, is available at www.[URL].com (which can be accessed by scanning the QR code below) or by calling [insert phone number].

[PLACEHOLDER FOR QR CODE]

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, you may (1) see the Settlement Agreement available at www.[URL].com; (2) contact Class Counsel representing the Class Members (listed below); (3) access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at https://ecf.cand.uscourts.gov; or (4) visit the office of the Clerk of Court for the United States District Court for the Northern District of California, Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, 16th Floor, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THIS NOTICE.

Andrea R. Gold, of Tycko & Zavareei LLP, 2000 Pennsylvania Avenue, NW, Suite 1010 Washington D.C., 20006	Adam A. Edwards, of Milberg Coleman Bryson Phillips Grossman, PLLC, 800 S. Gay Street, Suite 1100 Knoxville, TN 37929

EXHIBIT C

Important Notice About a Class Action Lawsuit

If you owned an iPhone 7 or iPhone 7 Plus in the United States at any point between September 16, 2016 and January 3, 2023 and experienced an audio issue with your device, you could get a payment from a class action settlement.

Tabak v. Apple
Class Action Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

«ScanString»
Postal Service: Please do not mark barcode

Notice ID: «Notice ID»
Confirmation Code: «Confirmation Code»
«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»

PAYMENT ATTESTATION FORM

Notice ID: «Notice ID»
Name & Address: «Name and address»

Address Correction (if different from above)
_____
_____

You can complete and return this form, complete the form online at [website URL] or click the QR Code in the bottom left corner to submit your payment selection.

Please select **one** of the following payment options. Note: If you prefer to receive your payment via direct deposit, please complete the form online or by scanning the QR Code.

☐ **Digital Check -** Enter your email address: _____

☐ **Physical Check -** Payment will be mailed to the address provided above.

[INSERT QR CODE]

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Legal Notice

A settlement has been reached with Apple Inc. ("Apple") in a class action lawsuit alleging that the iPhone 7 and iPhone 7 Plus experienced certain audio issues allegedly related to the "audio IC" chip. Apple denies that the devices had such issues and denies all allegations of wrongdoing.

You received this notice because Apple's records indicate that you may be a member of the "Settlement Class" and entitled to receive payment called the "Class Payment." The Court decided that the "Settlement Class" includes individual persons who are United States residents and who own or owned an iPhone 7 or 7 Plus between September 16, 2016 and January 3, 2023, and reported to Apple in the United States issues reflected in Apple's records as potentially related to the alleged audio issues ("Covered Issues"). Covered Issues include those reflected in Apple's records for the iPhone 7 or iPhone 7 Plus as Sound-Speaker, Sound-Microphone, Sound – Receiver, Unexpected Restart / Shutdown, or Power On – Device Unresponsive, and includes but is not limited to those who paid Apple out of pocket for repairs or replacements for Covered Issues.

What are your options? A $35 million settlement fund will be established. If you are a member of the Settlement Class and you decide to receive the Class Payment, you must let the Settlement Administrator know by [insert date] whether you elect to receive the payment by electronic check, ACH transfer, or physical check, and provide the corresponding e-mail address, banking information, or mailing address for the payment's distribution. You may provide your payment information online at www.[URL].com, by scanning the QR code included below on this notice, or by tearing off, completing, and mailing the form included with this notice to [Settlement Administrator address]. You must submit payment information in order to receive a Class Payment. If you remain in the Settlement Class and provide the necessary payment information, you will receive a Class Payment if the Court grants final approval to the settlement. If you do not provide the necessary payment information by [insert date], you will remain in the Settlement Class and will forego receiving a Class Payment and will waive your right to sue Apple for the Covered Issues in the future.

You may exclude yourself from the settlement by submitting a written request asking to be excluded. Instructions for making this request can be found at the website or by calling the toll-free number below. Your exclusion request must be received by [**insert date**]. This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Apple related to the subject matter of the claims in this case. If you exclude yourself from the settlement, you will not receive a Class Payment.

You may also remain in the Settlement Class but object to the settlement, and you may (but do not have to) attend the Court's Final Approval Hearing to speak about your objection. Your objection must be filed or postmarked by [**insert date**]. Instructions for sending or filing your objection and attending the hearing can be found at the website (which can be accessed by scanning the QR code below) or by calling the toll-free number below.

www.[URL].com · 1-XXX-XXX-XXXX

Tabak v. Apple
Class Action Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

EXHIBIT D

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

LISA TABAK, DE'JHONTAI BANKS, MATTHEW WHITE, KELLY CAMELO-CENICOLA, NESTOR TRUJILLO, and CHRISTINE CLEMENCE, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

APPLE INC.,

Defendant.

CASE NO. 4:19-CV-02455-JST

[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

WHEREAS, Plaintiffs Lisa Tabak, De'Jhontai Banks, Matthew White, Kelly Camelo-Cenicola, Nestor Trujillo, and Christine Clemence ("Settlement Class Representatives"), on behalf of themselves and the Settlement Class as defined below, and Defendant Apple Inc. ("Defendant") (collectively, the "Parties") entered into a Settlement Agreement on May 25, 2023, which sets forth the terms and conditions for a proposed settlement of this Lawsuit and for its dismissal with prejudice upon the terms and conditions set forth therein, subject to Court approval;

WHEREAS, Plaintiffs have moved the Court for an order (i) preliminarily approving the Settlement under Federal Rule of Civil Procedure 23, (ii) preliminarily certifying the Settlement Class for settlement purposes only, as defined below, (iii) appointing the named Plaintiffs as Class Representatives and Plaintiffs' counsel as Class Counsel, (iv) directing notice as set forth herein, and (v) scheduling the Final Approval Hearing;

WHEREAS, the Settlement is the product of informed, arms'-length settlement negotiation conducted before the neutral mediator Randall W. Wulff and a subsequent months-long negotiations finalizing the Settlement from December 2022 to May 2023;

WHEREAS, the Court is familiar with and has reviewed the record, the Settlement Agreement, Plaintiffs' Notice of Motion and Motion for Preliminary Approval of Class Action Settlement, the Memorandum of Points and Authorities in Support Thereof, and the supporting Declarations, and has found good cause for entering the following Order; and

WHEREAS, unless otherwise specified, all capitalized terms used herein have the same meaning as set forth in the Settlement Agreement.

NOW THEREFORE, it is hereby ORDERED and ADJUDGED as follows:

1. The Court finds that it has jurisdiction over the subject matter of this Lawsuit and over all Parties to the Lawsuit.

2. Plaintiffs have moved the Court for an order (i) preliminarily approving the Settlement of the Lawsuit under Federal Rule of Civil Procedure 23, (ii) finding that the Court will likely be able to certify the Settlement Class for settlement purposes only, and (iii) directing notice

as set forth herein.

3. The Court preliminarily finds that, subject to the Final Approval Hearing, the Settlement Agreement, including the exhibits attached thereto, is fair, reasonable, and adequate pursuant to Federal Rule of Civil Procedure 23, is within the range of possible approval, and is in the best interests of the Settlement Class defined below.

4. The Court further finds that the Settlement Agreement substantially fulfills the purposes and objectives of the class action and provides substantial relief to the Settlement Class without the risks, burdens, costs, or delay associated with continued litigation, trial, and/or appeal. The Court also finds that the Settlement Agreement: (a) is the result of arm's-length negotiations between experienced class action attorneys; (b) is sufficient to warrant notice of the Settlement and the Final Approval Hearing to be disseminated to the Settlement Class; (c) meets all applicable requirements of law, including Federal Rule of Civil Procedure 23 and the Class Action Fairness Act, 28 U.S.C. § 1715, the United States Constitution, and the United States District Court for the Northern District of California's Procedural Guidance for Class Action Settlements; and (d) is not a finding or admission of liability by Defendant or any other person(s), nor a finding of the validity of any claims asserted in the Lawsuit or of any wrongdoing or any violation of law.

5. **Certification of the Settlement Class**. For purposes of settlement only: (a) Gregory F. Coleman, Adam A. Edwards, and William A. Ladnier of Milberg Coleman Bryson Phillips Grossman PLLC and Andrea R. Gold, Hassan A. Zavareei, and Allison W. Parr of Tycko & Zavareei LLP are appointed as Class Counsel for the Settlement Class; and (b) Plaintiffs Lisa Tabak, De'Jhontai Banks, Matthew White, Kelly Camelo-Cenicola, Nestor Trujillo, and Christine Clemence are appointed Settlement Class Representatives for the Settlement Class. The Court finds that these attorneys are competent and capable of exercising the responsibilities of Settlement Class Counsel and that Settlement Class Representatives will adequately protect the interests of the Settlement Class defined below.

For purposes of settlement only, the Court conditionally certifies the following

Settlement Class as defined in the Settlement Agreement:

> "All individual persons who are United States residents and who own or owned an Apple iPhone 7 or 7 Plus and reported to Apple in the United States Covered Issues, including but not limited to those who paid Apple out of pocket for repairs or replacements for Covered Issues as reflected in Apple's records."

Settlement Agreement ¶ 25.

The Settlement Agreement defines "Covered Issues" as "issues reported to Defendant Apple Inc. regarding the iPhone 7 and iPhone 7 Plus reflected in Apple's records as Sound-Speaker, Sound-Microphone, Sound – Receiver, Unexpected Restart / Shutdown, or Power On – Device Unresponsive." *Id.*

Excluded from the Settlement Class are: (i) Defendant Apple Inc.; (ii) any entity in which Apple Inc. has a controlling interest; (iii) Apple Inc.'s directors, officers, and employees; (iv) Apple Inc.'s legal representatives, successors, and assigns; and (v) all judicial officers assigned to this case, their staff, and their immediate families. *Id.*

The Class Period shall be from September 16, 2016, to January 3, 2023. *Id.*

The Court finds, subject to the Final Approval Hearing referred to in Paragraph 10 below, that, within the context of and for the purposes of settlement only, the Settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23. Specifically, the Court finds that: (a) the Settlement Class is so numerous that joinder of all members is impracticable; (b) there are questions of fact and law common to the Settlement Class; (c) the claims of the Settlement Class Representatives are typical of the claims of the members of the Settlement Class; (d) the Settlement Class Representatives and Class Counsel will fairly and adequately protect the interests of the members of the Settlement Class; (e) common questions of law or fact predominate over questions affecting individual members; and (f) a class action is a superior method for fairly and efficiently adjudicating the Lawsuit.

If the Settlement Agreement does not receive the Court's final approval, if final approval is reversed on appeal, or if the Settlement Agreement is terminated or otherwise fails to become effective, the Court's grant of conditional class certification of the Settlement Class shall be vacated, the Parties shall revert to their positions in the Lawsuit as they existed before the Settlement Agreement's execution date, May 25, 2023, and the Class Representatives and the Settlement Class Members will once again bear the burden to prove the propriety of class certification and the merits of their claims at trial.

6. **Notice and Administration**. Pursuant to Federal Rule of Civil Procedure 23(e), the Court finds that it has sufficient information to enable it to determine whether to give notice of the proposed Settlement to the Settlement Class. The Court further finds that the proposed Settlement and Notice Plan meet the requirements of Rule 23(e) and that the Court will likely be able to certify the Settlement Class for purposes of judgment on the Settlement.

The Notice Plan submitted with the Motion for Preliminary Approval and the forms of notice attached thereto satisfy the requirements of Federal Rule of Civil Procedure 23 and are approved. Non-material modifications to the notices and payment information form may be made by the Settlement Administrator without further order of the Court, so long as they are approved by the Parties and consistent in all material respects with the Settlement Agreement and this Order. The Settlement Administrator is directed to carry out the Notice Plan in conformity with the Settlement Agreement and the below-stated schedule, and to perform all other tasks that the Settlement Agreement requires. Class Counsel shall file an appropriate declaration by the Settlement Administrator with respect to complying with the provisions of the Notice Plan at least 14 days prior to the Final Approval Hearing.

The Court further finds that the form, content, and method of giving notice to the Settlement Class as described in the Notice Plan submitted with the Motion for Preliminary Approval: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the

Action, the terms of the proposed Settlement, and their rights to object to the Settlement and to exclude themselves from the Settlement Class; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court finds that the notices are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class Members. The Court further finds that the Notice Plan fully complies with the United States District Court for the Northern District of California's Procedural Guidance for Class Action Settlements.

The Parties have selected, Angeion Group to serve as the Settlement Administrator. The Court hereby appoints and authorizes Angeion Group to be the Settlement Administrator, and to perform and execute the notice responsibilities set forth in the Settlement Agreement and by this Court.

The Settlement Administrator shall act in compliance with the Stipulated Protective Order, ECF No. 109, including but not limited to making all necessary efforts and precautions to ensure the security and privacy of Settlement Class Member information and protect it from loss, misuse, unauthorized access and disclosure, and to protect against any reasonably anticipated threats or hazards to the security of Settlement Class Member information; not using the information provided by Defendant or Class Counsel in connection with the Settlement or this Notice Plan for any purposes other than providing notice or conducting settlement administration; and not sharing Settlement Class Member information with any third parties without advance consent from the Parties.

The Court finds that Angeion Group will comply with the notice provisions of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, as described in the Declaration of Steven Weisbrot of Angeion Group, LLC Re: Proposed Notice Plan.

The Court orders Angeion Group to commence the Notice Plan to potential Settlement Class Members within sixty (60) calendar days after entry of this Preliminary Approval

Order. Should supplemental notice be required, pursuant to the terms and requirements of the Settlement Agreement, Angeion Group will provide and complete such supplemental notice no later than thirty (30) calendar days prior to the Objection and Exclusion Deadline. The Objection and Exclusion Deadline shall be set 105 calendar days after Angeion Group commences the Notice Plan. Angeion Group will further provide a declaration that Notice has been effectuated ("Proof of Notice Date"), which shall be filed with the Motion for Final Approval.

7. **Submission of Payment Information**. Settlement Class Members will have 105 calendar days from the Notice Date to submit their payment information ("Response Deadline"), which is adequate and sufficient time. Settlement Class Members who submit valid payment information approved by the Settlement Administrator within 105 days of the Notice Date may qualify to receive benefits of the Settlement.

The total amount distributed to the Settlement Class Members who submit valid payment information shall be the Settlement Fund, less the cost of settlement Notice and administrative costs, any Attorneys' Fees and Expenses Award, and any Service Awards (the "Net Settlement Fund"). In the event that funds remain in the Net Settlement Fund following payment of such costs and awards, the remainder will be distributed to the *cy pres* Recipient set forth in the Settlement Agreement and as approved by the Court. Each Settlement Class Member who submits valid payment information shall be categorized as either an "Out of Pocket Payee" ("OOP Payee") or "Complainant," as defined by the Settlement Agreement. OOP Payee Settlement Class Members include those Settlement Class Members who paid Defendant for a repair or replacement allegedly related to a Covered Issue. Each OOP Payee Settlement Class Member who submits valid payment information shall be provided with an equal *pro rata* share of the Net Settlement Fund, up to $349, but no less than $50. Complainant Settlement Class Members include those Settlement Class Members who complained to Defendant about allegedly experiencing a Covered Issue, but who did not pay out of pocket to Defendant for a repair or replacement of that alleged issue. Each Complainant Settlement Class Member who submits valid payment information shall

be provided with an equal *pro rata* share of the Net Settlement Fund, up to $125, but no higher than 75% of the *pro rata* share to be paid to each OOP Payee Settlement Class Member. The actual amount provided to each Settlement Class Member who submits valid payment information may be increased or decreased on a *pro rata* basis based on the size of the Net Settlement Fund and the number of Settlement Class Members who submit valid payment information, subject to the allocation plan described above and in the Settlement Agreement.

8. **Opting-Out from Settlement Class**. Any person falling within the definition of the Settlement Class may, upon request, be excluded or "opt out" from the Settlement Class. Any such person who desires to opt out must submit written notice of such intent online through the Settlement Website or via United States mail to the Settlement Administrator at the designated address included in the Notice. The written request for exclusion must (i) identify the case name of the Lawsuit; (ii) identify the name, current address, and telephone number of the individual seeking exclusion from the Settlement; (iii) be personally signed and dated by the individual seeking exclusion; and (iv) include a statement clearly indicating the individual's intent to be excluded from the Settlement.

Opt-out requests seeking exclusion on behalf of more than one individual shall be deemed invalid by the Settlement Administrator. To be effective, the written notice seeking exclusion shall be postmarked no later than the Objection and Exclusion Deadline, which is set 105 calendar days after first Notice is sent, or submitted online at the Settlement Website no later than the Objection and Exclusion Deadline in accordance with the Settlement. All those persons submitting valid and timely requests for exclusion shall not be entitled to receive any benefits of the Settlement and shall not be entitled to object to the Settlement. If a Settlement Class Member submits both valid payment information and a request for exclusion, the submission of payment information shall take precedence and be considered valid, and the request for exclusion will be deemed invalid and rejected.

Any Settlement Class Member who does not timely and validly exclude themselves

from the Settlement shall be bound by the terms of the Settlement. If final judgment is entered, any Settlement Class Member who has not submitted a timely, valid written request for exclusion from the Settlement Class shall be bound by all subsequent proceedings, orders, and judgments in this matter, including but not limited to the Releases set forth in the Settlement Agreement and incorporated in the judgment.

9. **Objections and Appearances**. Any Settlement Class Member who has not submitted a timely written request for exclusion from the Settlement Class and who wishes to object to the Settlement must submit a written objection to the Court by the Objection and Exclusion Deadline, which is set 105 days after first Notice is sent. A Settlement Class Member may object to the Settlement, the benefits of the Settlement, Service Awards, and/or the Attorneys' Fees and Expenses Award, and/or may seek to appear at the Final Approval Hearing and show cause, if any, why the Settlement should not be approved as fair, reasonable, and adequate to the Settlement Class, why a Final Approval Order and Judgment should not be entered thereon, why the benefits of the Settlement should not be approved, or why the Service Awards and/or the Attorneys' Fees and Expenses Award should not be granted, but must proceed as set forth in this paragraph.

A Settlement Class Member wishing to object to the Settlement must submit his or her written objection (i) through the Court's Electronic Court Files ("ECF") system by 11:59 p.m. Pacific Time on the Objection and Exclusion Deadline, or (ii) by United States mail, postmarked by the Objection and Exclusion Deadline. In order to be valid, an objection must be in writing and must (i) include the full name, current address, telephone number, and email address of the objecting Settlement Class Member and any counsel representing the objector; (ii) clearly identify the case name and number, *Tabak, et al. v. Apple Inc.*, Case No. 4:19-cv-02455; (iii) include information sufficient to verify that the objector is a Settlement Class Member and wishes to object to the Settlement; (iv) state whether the objection applies to the objecting Settlement Class Member individually, to a subset of the Settlement Class, or to the entire Settlement Class; (v)

state the grounds for the objection; and (vi) be personally signed and dated by the objecting Settlement Class Member. Settlement Class Members who fail to timely submit a written objection in the manner described above shall be deemed to have waived any objection to the Settlement and shall be foreclosed from raising any objection to the Settlement at the Final Approval Hearing, or through appeal, collateral attack, or otherwise.

Any Settlement Member who timely submits a written objection in the manner described above has the option to appear and request to be heard at the Final Approval Hearing, either in person or through the objecting Settlement Class Member's counsel, if applicable. Any objecting Settlement Class Member wishing to appear and be heard at the Final Approval Hearing, either in person or through the objecting Settlement Class Member's counsel, must include Notice of Intention to Appear in the body of the objector's written objection. If an objecting Settlement Class Member wishes to be represented by an attorney, the objector shall be solely responsible for the objector's attorneys' fees and expenses. Counsel for an objecting Settlement Class Member seeking to appear at the Final Approval Hearing must enter a Notice of Appearance no later than 14 days before the Final Approval Hearing.

10. **Final Approval Hearing**. A hearing will be held by this Court in the Courtroom of the Honorable Jon S. Tigar, United States District Court for the Northern District of California, United States Courthouse, Courtroom 6 on the 2nd Floor, 1301 Clay Street, Oakland, CA 94612 at 2:00 p.m. on _____, 2023 ("Final Approval Hearing"), to determine: (a) whether the Settlement should be approved as fair, reasonable, and adequate to the Settlement Class; (b) whether a Final Approval Order and Judgment should be entered; (c) whether the Settlement benefits as proposed in the Settlement Agreement should be approved as fair, reasonable, and adequate; (d) whether to approve the application for Service Awards for the Settlement Class Representatives and an Attorneys' Fees and Expenses Award; and (e) any other matters that may properly be brought before the Court in connection with the Settlement. The Court may approve the Settlement with such modifications as the Parties may agree to, if appropriate, without further

notice to the Settlement Class.

11. **Final Approval Briefing**. Settlement Class Representatives and Class Counsel shall file their motion seeking final approval of the Settlement at least 21 days before the Final Approval Hearing. All briefing and supporting documents in support of a motion for Attorneys' Fees and Expenses and Service Awards must be filed at least 35 days prior to the Objection and Exclusion Deadline. Apple reserves the right to object to or oppose Class Counsel's requests for attorneys' fees and expenses.

12. **Reasonable Procedures**. Class Counsel and Defense Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the form or content of the notices and other exhibits that they jointly agree are reasonable or necessary to further the purpose of effectuating the Settlement Agreement.

13. **Extension of Deadlines**. Upon application of the Parties and good cause shown, the deadlines set forth in this Order may be extended by order of the Court, without further notice to the Settlement Class. Settlement Class Members must check the Settlement website regularly for updates and further details regarding extensions of these deadlines. The Court reserves the right to adjourn or continue the Final Approval Hearing, and/or to extend the deadlines set forth in this Order, without further notice of any kind to the Settlement Class.

14. **Termination of the Settlement and Use of this Order**. If the Settlement fails to become effective in accordance with its terms, or if the Final Order and Judgment is not entered or is reversed or vacated on appeal, this Order shall be null and void, the Settlement Agreement shall be deemed terminated, and the Parties shall return to their positions without any prejudice, as provided for in the Settlement Agreement. The fact and terms of this Order or the Settlement, all negotiations, discussions, drafts and proceedings in connection with this Order or the Settlement, and any act performed or document signed in connection with this Order or the

Settlement, shall not, in this or any other Court, administrative agency, arbitration forum, or other tribunal, constitute an admission, or evidence, or be deemed to create any inference (i) of any acts of wrongdoing or lack of wrongdoing, (ii) of any liability on the part of Defendant to Plaintiffs, the Settlement Class, or anyone else, (iii) of any deficiency of any claim or defense that has been or could have been asserted in this Lawsuit, (iv) of any damages or absence of damages suffered by Plaintiffs, the Settlement Class, or anyone else, or (v) that any benefits obtained by the Settlement Class under the Settlement represent the amount that could or would have been recovered from Defendant in this Lawsuit if it were not settled at this time. The fact and terms of this Order or the Settlement, and all negotiations, discussions, drafts, and proceedings associated with this Order or the Settlement, including the judgment and the release of the Released Claims provided for in the Settlement Agreement, shall not be offered or received in evidence or used for any other purpose in this or any other proceeding in any court, administrative agency, arbitration forum, or other tribunal, except as necessary to enforce the terms of this Order, the Final Order and Judgment, and/or the Settlement.

15. **Related Orders**. All further proceedings in the Lawsuit are ordered stayed until entry of the Final Approval Order or termination of the Settlement Agreement, whichever occurs earlier, except for those matters necessary to obtain and/or effectuate final approval of the Settlement Agreement.

16. For the sake of clarity, the Court enters the following deadlines:

EVENT	DATE
Deadline for Defendant to provide the Settlement Administrator a list of Settlement Class Members	30 days after preliminary approval order

Notice Date, on which Notice commences	30 days following receipt of Settlement Class list—within 60 days of preliminary approval order at the latest
Deadline for Class Counsel to submit Motion for Attorneys' Fees and Expenses and Service Awards	35 days prior to Objection and Exclusion Deadline (the Objection and Exclusion Deadline is 105 days following Notice Date)
Deadline for Settlement Class Members to submit written Objections, including supporting documentation, if applicable	105 days following Notice Date
Deadline for Settlement Class Members to submit written requests for exclusion from the Settlement	105 days following Notice Date
Deadline for Settlement Class Members to submit valid payment information	105 days following Notice Date
Deadline to submit declaration establishing proof of notice	21 days after the Objection and Exclusion Deadline
Deadline for Class Counsel to submit Motion for Final Approval, including supporting declarations and documentation and response to objections	21 days after the Objection and Exclusion Deadline

Deadline for counsel for objectors seeking to appear at Final Approval Hearing to file a notice of appearance, if applicable	14 days prior to Final Approval Hearing
Deadline for Class Representatives, Class Counsel, and/or Apple to submit Responses to written Objections, if applicable	7 days prior to Final Approval Hearing
Final Approval Hearing	42 days after the Objection and Exclusion Deadline

IT IS SO ORDERED.

DATED: _____, 2023

_____
HON. JON S. TIGAR
UNITED STATES DISTRICT JUDGE

EXHIBIT 2

Your form must be submitted online or postmarked by: [DEADLINE]

PAYMENT ATTESTATION FORM

Tabak, et al. v. Apple Inc.
Case No. 4:19-cv-02455 (N.D.Cal.)

APP-TAB

I. NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this form.

First Name | **Last Name**

Street Address

City | **State** | **Zip Code**

Email Address

Notice ID

Please enter your Notice ID if you received notice by mail or email.

II. PAYMENT SELECTION

Please select **one** of the following payment options:

☐ **Digital Check** (Enter Email Address) _____

☐ **Check** (Mailed to the address in Section I of this form)

Note: If you prefer to receive your payment via direct deposit, please complete the form online.

Return your completed Payment Attestation Form to:
***Tabak v. Apple* Class Action Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103**

EXHIBIT 3

Milberg.

COLEMAN BRYSON PHILLIPS GROSSMAN

Who We Are

Established by members of Milberg Phillips Grossman LLP, Sanders Phillips Grossman LLC, Greg Coleman Law PC, and Whitfield Bryson LLP, the firm represents plaintiffs in the areas of antitrust, securities, financial fraud, consumer protection, automobile emissions claims, defective drugs and devices, environmental litigation, financial and insurance litigation, and cyber law and security.

For over 50 years, Milberg and its affiliates have been protecting victims' rights and have recovered over $50 billion for our clients. Our attorneys possess a renowned depth of legal expertise, employ the highest ethical and legal standards, and pride ourselves on providing stellar client service. We have repeatedly been recognized as leaders in the plaintiffs' bar and appointed to leadership roles in prominent national mass torts and class actions.

Milberg challenges corporate wrongdoing through class action, mass tort, consumer, and shareholder rights services, both domestically and globally.

Milberg's previous litigation efforts helped to create a new era of corporate accountability that put big companies on notice. The strategic combination of four leading plaintiffs' firms offers clients expanded capabilities, greater geographical coverage, enhanced financial breadth, and increased operational capacity. It also enables the firm to serve diverse and global clients who are seeking to enforce their rights against well-financed corporations—wherever they operate.

www.milberg.com

Practice Areas

Antitrust & Competition Law

Today, on a global scale, consolidated corporate entities exercise dominating market power, but proper enforcement of antitrust law ensures a fair, competitive marketplace. Milberg prosecutes complex antitrust class actions against large, well-funded corporate defendants in healthcare, technology, agriculture, and manufacturing. Our leading practitioners successfully represent plaintiffs affected by price-fixing, monopolization, monopoly leveraging tying arrangements, exclusive dealing, and refusals to deal. The firm continues aggressively vindicating rights of plaintiffs victimized by antitrust violations, holding companies accountable for anticompetitive behavior.

Complex Litigation

With 50 years of vetted success, Milberg handles complex, high-stakes cases at any stage of the litigation process. Our attorneys have experience litigating complex cases for business and plaintiffs outside of class action context, business torts, contract disputes, anti-SLAPP motions, corporations, LLCs, partnerships, real estate, and intellectual property. The repeated success of our attorneys against well-funded adversaries with top-tier counsel has established Milberg as the go-to firm for complex litigation.

Consumer Products

Milberg's consumer litigation group focuses on protecting victims of deceptive marketing and advertising of goods and services, or those who have bought defective products. Our attorneys are experienced in handling a wide array of consumer protection lawsuits, including breach of contract, failure to warn, false or deceptive advertising of goods and services, faulty, dangerous, or defective products, warranty claims, unfair trade practices, and notable product cases. Milberg has achieved real-world recoveries for clients, often requiring corporations to change the way they do business. Our team of attorneys has extensive experience representing plaintiffs against well-resourced and sophisticated defendants.

Consumer Services

Consumers have rights, and companies providing consumer services have a legal obligation to abide by contractual agreements made with customers. Companies must also follow state and federal laws that prohibit predatory, deceptive, and unscrupulous business practices. Milberg's Consumer Services litigation group protects consumers whose rights have been violated by improperly charged fees, predatory and discriminatory lending, illegal credit reporting practices, and invasion of privacy. We also enforce consumer rights by upholding The Fair Credit Reporting Act and Telephone Consumer Protection Act.

Class Action Lawsuits

Milberg pioneered federal class action litigation is recognized as a leader in defending the rights of victims of corporate and large-scale wrongdoings. We have the manpower, resources, technology, and experience necessary to provide effective representation in nationwide class action lawsuits. Our attorneys have led class actions resulting in settlements up to billions of dollars across a variety of practice areas, including defective consumer products, pharmaceutical drugs, insurance, securities, antitrust, environmental and toxic torts, consumer protection, and breach of contract.

Dangerous Drugs & Devices

For some patients, medication and medical devices improve their lives. For others, the drugs and equipment have questionable benefits, at best, and serious, unintended side effects at worst. Taking on drug and device makers requires a law firm that can stand up to the world's largest, most powerful companies. Our defective drug lawyers have held leadership roles in many national drug and device litigations, recovering billions of dollars in compensation.

Data Breach, Cyber Security & Biometric Data Lawsuits

Technology changes faster than laws regulate it. Staying ahead of legal technical issues requires a law firm that can see the full picture of innovation and apply past lessons to navigate fast-moving developments, putting consumers ahead of corporate interests. Our data breach and privacy lawyers work at the cutting edge of technology and law, creating meaningful checks and balances against technology and the companies that wield it. Cyber security threats continue evolving and posing new consumer risks. Milberg will be there every step of the way to protect consumer privacy and hold big companies accountable.

Environmental and Toxic Torts Litigation

Litigation is key in fighting to preserve healthy ecosystems and hold environmental lawbreakers accountable. But in today's globalized world, pollutants—and polluters—are not always local. Corporations have expanded their reach and ability to cause harm. Our environmental litigation practice focuses on representing clients in mass torts, class actions, multi-district litigation, regulatory enforcement, citizen suits, and other complex environmental and toxic tort matters. The companies involved in harmful environmental practices are large, wealthy, and globally influential, but as an internationally recognized plaintiffs' firm, Milberg has the strength and resources to present clients seeking to enforce their environmental rights against well-financed corporations—wherever they operation.

Finance & Insurance Litigation

Big banks and public insurance firms are obligated by their corporate charters to put shareholders' interests ahead of client interests. However, that doesn't mean they can deceive clients to profit at their expense. Milberg's attorneys handle hundreds of insurance-related disputes, including first party bad faith insurance cases, business interruption cases, and hurricane insurance cases. As one of the nation's stop class action law firms, we are well-positioned to pursue insurance bad faith cases on a statewide or nationwide basis.

Public Client Representation

The ability of governments to serve and protect their residents is often threatened by the combination of lower revenues and rising costs. Budget shortfalls are increasing in part because private companies externalize costs, but while corporate profits grow, public interest pays the price. Effectuating meaningful change through litigation, Milberg partners with state and local governments to address the harms facing its residents. Internationally, Milberg's Public Client Practice has achieved success against global powerhouse corporations, including drug, tobacco, mining, and oil and gas companies.

Securities Litigation

Over 50 years ago, Milberg pioneered litigation claims involving investment products, securities, and the banking industry by using class action lawsuits. Our litigation set the standard for case theories, organization, discovery, methods of settlement, and amounts recovered for clients. Milberg continues to aggressively pursue these cases on behalf of institutional and individual investors harmed by financial wrongdoing. Inventors of securities class actions, Milberg has decades of experience holding companies accountable both in the United States and globally.

Whistleblower & Qui Tam

Blowing the whistle on illegal or unethical conducted is a form of legally protected speech. Milberg's whistleblower attorneys have led actions that returned hundreds of millions of dollars in ill-gotten gains, resulting in significant awards of our clients.Our legacy of standing up to corporate power extends to advocating for greater transparency. In addition to representing whistleblowers, we fight back against corporate-backed laws seeking to deter them from making disclosures.

"Scoring impressive victories against companies guilty of outrageous behavior."

- Forbes

" A powerhouse that compelled miscreant and recalcitrant businesses to pay billions of dollars to aggrieved shareholders and customers"

- New York Times

Recent Leadership Roles

In re: Google Play Consumer Antitrust Litigation, 20-CV-05761 (N.D. Cal.)
In re: Elmiron (Pentosan Polysulfate Sodium) Products Liability Litigation MDL No. 2973
In re: Johnson & Johnson Talcum Powder Products Marketing, Sales Practices & Products Liability Litigation
In re: Blackbaud Data Privacy MDL No. 2972
In re: Paragard IUD Products Liability Litigation MDL No. 2974
In re: Seresto Flea & Tick Collar, Marketing Sales Practices & Product Liability Litigation MDL No. 3009
In re: All-Clad Metalcrafters, LLC, Cookware Marketing and Sales Practices Litigation
In re: Allergan Biocell Textured Breast Implant Product Liability Litigation

In re: Zicam
In re: Guidant Corp. Implantable Defibrillators
In re: Ortho Evra
In re: Yaz
In re: Kugel Mesh
In re: Medtronic Sprint Fidelis Leads
In re: Depuy Pinnacle
In re: Stand 'N Seal
In re: Chantix
In re: Fosamax
In re: Olmesartan
In re: Onglyza (Saxagliptin) And Kombiglyze XR
In re: Risperdal and Invega Product Liability Cases

In re: Mirena
In re: Talcum Powder
In re: Incretin
In re: Chantix
In re: Regla
In re: Levaquin Litigation
In re: Zimmer Nexgen Knee
In re: Fresenius Granuflo
In re: Propecia
In re: Transvaginal Mesh
In re: Fluoroquinolones
In re: Depuy Pinnacle

Notable Recoveries

$3.2 Billion Settlement - In re: Tyco International Ltd., Securities Litigation, MDL 1335 (D.N.H.)

$4 Billion Settlement - In re: Prudential Insurance Co. Sales Practice Litigation, No. 95-4704 (D.N.J.)

$1.14 Billion Settlement - In Re: Nortel Networks Corp. Securities Litigation, No. 01-1855 (S.D.N.Y.)

$1 Billion-plus Trial Verdict - Vivendi Universal, S.A. Securities Litigation

$1 Billion Settlement - NASDAQ Market-Makers Antitrust Litigation

$1 Billion Settlement - W.R. Grace & Co.

$1 Billion-plus Settlement - Merck & Co., Inc. Securities Litigation

$775 Million Settlement - Washington Public Power Supply System Securities Litigation

Locations

CHICAGO
227 W. Monroe Street Suite, Suite 2100
Chicago, Illinois 60606

NEW JERSEY
1 Bridge Plaza North, Suite 275
Fort Lee, New Jersey 07024

NEW YORK
100 Garden City Plaza
Garden City, New York 11530

NORTH CAROLINA
900 W. Morgan Street
Raleigh, North Carolina 27603

PUERTO RICO
1311 Avenida Juan Ponce de León
San Juan, Puerto Rico 00907

SEATTLE
1420 Fifth Ave, Suite 2200
Seattle, Washington 98101

SOUTH CAROLINA
825 Lowcountry Blvd, Suite 101
Mount Pleasant, South Carolina 29464

TENNESSEE
800 S. Gay Street, Suite 1100
Knoxville, Tennessee 37929

518 Monroe Street
Nashville, Tennessee 37208

WASHINGTON D.C.
5335 Wisconsin Avenue NW , Suite 440
Washington, D.C., 20015



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EXHIBIT 4

TYCKO & ZAVAREEI LLP

Firm Resume

Jonathan Tycko and Hassan Zavareei founded Tycko & Zavareei LLP in 2002 when they left a large national firm to form a private public interest law firm. Since then, a wide range of clients have trusted the firm with their most difficult problems. Those clients include individuals fighting for their rights, tenants' associations battling to preserve decent and affordable housing, consumers seeking redress for unfair business practices, whistleblowers exposing fraud and corruption, and non-profit entities and businesses facing difficult litigation.

The firm's practice focuses on complex litigation, with a particular emphasis on consumer and other types of class actions, and *qui tam* and False Claims Act litigation. In its class action practice, the firm represent consumers who have been victims of corporate wrongdoing. The firm's attorneys bring a unique perspective to such litigation because many of them trained at major national defense firms where they obtained experience representing corporate defendants in such cases. This unique perspective enables the firm to anticipate and successfully counter the strategies commonly employed by corporate counsel defending class action litigation. Tycko & Zavareei LLP's attorneys have successfully obtained class certification, been appointed class counsel, and obtained approval of class action settlements with common funds totaling over $500 million.

Tycko & Zavareei LLP's twenty-four attorneys graduated from some of the nation's finest law schools, including Harvard Law School, Columbia Law School, Duke University School of Law, UC Berkeley School of Law, UC Hastings College of the Law, Georgetown Law, the University of Michigan Law School, and the University of Miami School of Law. They have served in prestigious clerkships for federal and state trial and appellate judges and have worked for low-income clients through competitive public interest fellowships. The firm's diversity makes it a leader amongst its peers, and the firm actively and successfully recruits attorneys who are women, people of color, and LGBTQ. To support its mission of litigating in the public interest, Tycko & Zavareei LLP offers a unique public interest fellowship for recent law graduates. Tycko & Zavareei LLP's attorneys practice in state and federal courts across the nation.

Representative Cases

***Vergara v. Uber Technologies, Inc.*, No. 1:15-cv-06972 (N.D. Ill.).** Tycko & Zavareei LLP served as Co-Lead Counsel in this case under the Telephone Consumer Protection Act, in which he obtained a class settlement of $20 million.

***In re Fifth Third Early Access Cash Advance Litigation*, No. 1:12-cv-00851 (S.D. Ohio).** Tycko & Zavareei LLP was appointed Co-Lead Counsel in these consolidated payday lending cases, which are in discovery after a successful appeal before the Sixth Circuit.

***Farrell v. Bank of America, N.A.*, No. 16-cv-000492 (S.D. Cal.).** As Co-Lead Counsel, Tycko & Zavareei LLP obtained a settlement valued at $66.6 million plus injunctive relief valued at $1.2 billion.

***In re TD Bank, N.A. Debit Card Overdraft Fee Litigation*, No. 15-mn-02613 (D.S.C.).** Tycko & Zavareei LLP serves on the Plaintiffs Executive Committee in this case challenging TD Bank's overdraft fee practices. Tycko & Zavareei LLP assisted in obtaining a $70 million class settlement.

***In re Higher One Account Marketing & Sales Practices Litigation*, No. 12-md-02407 (D. Conn.).** As Lead Counsel, Tycko & Zavareei LLP helped secure a $15 million common fund settlement with significant changes to business practices for illegal debit card fees.

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Tycko & Zavareei LLP
10880 Wilshire Blvd., Suite 1101
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TYCKO & ZAVAREEI LLP

***Duval v. Citizens Financial Group, Inc.*, No. 10-cv-21080 (S.D. Fla.).** Tycko & Zavareei LLP was appointed Class Counsel and obtained a common fund settlement of $137.5 million.

***In re American Psychological Association Assessment Fee Litigation*, No. 10-cv-01780 (D.D.C.).** Tycko & Zavareei LLP served as Co-Lead Counsel in this case challenging the APA's deceptive fee practices, and achieved a $9.02 million common fund settlement for the class.

***Lloyd v. Navy Federal Credit Union*, No. 17-cv-1280 (S.D. Cal.).** As Co-Lead Counsel, Tycko & Zavareei LLP helped secure a $24.5 million common fund settlement on behalf of a class of NFCU customers harmed by the credit union's overdraft fee practices.

***Morgan v. Apple, Inc.*, No. 17-cv-5277 (N.D. Cal.), *Simmons v. Apple Inc.*, No. 17CV312251 (Sup. Ct. Ca., Santa Clara Cty.).** Tycko & Zavareei LLP is currently serving as Lead Counsel in this class action challenging Apple's deceptive marketing of Powerbeats headphones and secured a $9.75 million settlement for the class, which is pending preliminary approval.

***Wallace v. Wells Fargo Bank, N.A.*, No. 17CV31775 (Sup. Ct. Ca., Santa Clara Cty.).** Tycko & Zavareei LLP serve as Co-Lead Counsel in this case against Wells Fargo's overdraft fee practices. Tycko & Zavareei LLP recently moved for preliminary approval of a $10.5 million common fund class settlement.

***Roberts v. Capital One Financial Corporation*, No. 16-cv-04841 (S.D.N.Y.).** As Co-Lead Counsel, Tycko & Zavareei LLP helped secure a $17 million settlement on behalf of Capital One customers forced to pay excessive overdraft fees.

***Hawkins v. First Tennessee Bank, N.A.*, No. CT-0040851-11 (Cir. Ct. Shelby Cty. Tenn.).** As Co-Lead Counsel, Tycko & Zavareei LLP helped obtain a class settlement of $16.75 million on behalf of bank customers harmed by First Tennessee's predatory overdraft fees.

***Mascaro v. TD Bank, N.A.*, No. 10-cv-21117 (S.D. Fla.).** Tycko & Zavareei LLP was appointed Class Counsel and was instrumental in obtaining a $62 million common fund on behalf of the class.

***Trombley v. National City Bank*, No. 10-cv-00232 (D.D.C.).** Tycko & Zavareei LLP served as Lead Counsel and obtained a $12 million common fund settlement on behalf of a class of consumers.

***Taulava v. Bank of Hawaii*, No. 11-1-0337-02 (Cir. Ct. of 1st Cir., Haw.).** As Co-Lead Counsel, Tycko & Zavareei LLP obtained a $9 million common fund for a class of customers who were harmed by Bank of Hawaii's overdraft fee practices.

***Bodnar v. Bank of America, N.A.*, No. 14-cv-3224 (E.D. Pa.).** Tycko & Zavareei LLP served as lead Counsel and obtained a $27.5 million class settlement and significant injunctive relief.

***Lambert v. Navy Federal Credit Union*, No. 19-cv-00103 (E.D. Va.).** Tycko & Zavareei LLP was appointed Class Counsel and helped secure a $16 million settlement on behalf of members of Navy Federal Credit Union who were harmed by the credit union's practice of assessing a second or third NSF Fee upon re-presentment of debit items or checks.

***Hamm v. Sharp Electronics Corp.*, No. 19-cv-488 (M.D. Fla.).** Tycko & Zavareei LLP was appointed Co-Lead Counsel and was instrumental in providing relief valued at $109 million for class members exposed to a product defect in certain Sharp Microwave Drawer Ovens.

***Gibbs v. TCV V, LP & Gibbs v. Rees*, Nos. 19-cv-789 & 20-cv-717 (E.D. Va.).** Tycko & Zavareei LLP was named class counsel in one of, if not, the largest unlawful tribal payday lending schemes. Thus far, class counsel has been able to obtain a settlement fund over $60 million as well as the cancellation of $380 million in loans.

TYCKO & ZAVAREEI LLP

Jonathan Tycko

Partner

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In his 25 years of practice, Jonathan Tycko has represented a wide range of clients, including individuals, Fortune 500 companies, privately-held business, and non-profit associations, in both trial and appellate courts around the country. Although he continues to handle a variety of cases, his current practice is focused primarily on helping whistleblowers expose fraud and corruption through qui tam litigation under the False Claims Act and other similar whistleblower statutes. Mr. Tycko's whistleblower clients have brought to light hundreds of millions of dollars in fraud in cases involving healthcare, government contracts, customs and import duties, banking and tax.

Prior to founding Tycko & Zavareei LLP in 2002, Mr. Tycko was with Gibson, Dunn & Crutcher LLP, one of the nation's top law firms. He received his law degree in 1992 from Columbia University Law School, and earned a B.A. degree, with honors, in 1989 from The Johns Hopkins University. After graduating from law school, Mr. Tycko served for two years as law clerk to Judge Alexander Harvey, II, of the United States District Court for the District of Maryland.

In addition to his private practice, Mr. Tycko is an active participant in other law-related and community activities. He currently serves on the Conference Committee of the Taxpayers Against Fraud Education Fund, charged with planning the premier annual conference of whistleblower attorneys and their counterparts at the United States Department of Justice and other government agencies. He has taught as an Adjunct Professor at the George Washington University Law School. He is a former member and Chairperson of the Rules of Professional Conduct Review Committee of the District of Columbia Bar, where he helped draft the ethics rules governing members of the bar. And Mr. Tycko is a member of the Board of Trustees of Studio Theatre, one of the D.C. area's top non-profit theaters.

Mr. Tycko is admitted to practice before the courts of the District of Columbia, Maryland and New York, as well as before numerous federal courts, including the Supreme Court, the Circuit Courts for the D.C. Circuit, Third Circuit, Fourth Circuit, Fifth Circuit, Seventh Circuit, Ninth Circuit, Eleventh Circuit and Federal Circuit, the District Courts for the District of Columbia and District of Maryland, the Southern District of New York, the Northern District of New York, the Western District of New York, and the Court of Federal Claims.

Education

Columbia University Law School, 1992

The Johns Hopkins University, 1989, with Honors

Bar Admissions

District of Columbia
Maryland
New York
Supreme Court of the United States

Memberships

American Association for Justice (AAJ)

Public Justice

Taxpayers Against Fraud Education Fund (TAFEF)

Awards

Stone Scholar (all three years), Columbia Law School

Thomas E. Dewey Prize for Best Brief, Harlan Fiske Stone Moot Court Competition, Columbia Law School

Award of Litigation Excellence, CARECEN-The Central American Resource Center

Super Lawyers, 2012-current

Member of the D.C. Bar Leadership Academy

TYCKO & ZAVAREEI LLP

Hassan A. Zavareei

Partner

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Mr. Zavareei has devoted the last eighteen years to recovering hundreds of millions of dollars on behalf of consumers and workers. He has served in leadership roles in dozens of class action cases and has been appointed Class Counsel on behalf of numerous litigation and settlement classes. An accomplished and experienced attorney, Mr. Zavareei has litigated in state and federal courts across the nation in a wide range of practice areas; tried several cases to verdict; and successfully argued numerous appeals, including in the D.C. Circuit, the Fourth Circuit, and the Fifth Circuit.

After graduating from UC Berkeley School of Law, Mr. Zavareei joined the Washington, D.C. office of Gibson, Dunn & Crutcher LLP. There, he managed the defense of a nationwide class action brought against a major insurance carrier, along with other complex civil matters. In 2002, Mr. Zavareei founded Tycko & Zavareei LLP with his partner Jonathan Tycko.

Mr. Zavareei has served as lead counsel or co-counsel in dozens of class actions involving deceptive business practices, defective products, and/or privacy. He has been appointed to leadership roles in multiple cases. As Lead Counsel in an MDL against a financial services company that provided predatory debit cards to college students, Mr. Zavareei spearheaded a fifteen-million-dollar recovery for class members. He is currently serving as Co-Lead Counsel in consolidated proceedings against Fifth Third Bank, and on the Plaintiffs' Executive Committee in MDL litigation against TD Bank. As Co-Lead Counsel in *Farrell v. Bank of America*, a case challenging Bank of America's punitive overdraft fees, Mr. Zavareei secured a class settlement valued at $66.6 million in cash and debt relief, together with injunctive relief forcing the bank to change a practice that will save millions of low-income consumers approximately $1.2 billion in overdraft fees. In his Order granting final approval, Judge Lorenz of the U.S. District Court for the Southern District of California described the outcome as a "remarkable" accomplishment achieved through "tenacity and great skill."

Education

UC Berkeley School of Law, 1995, Order of the Coif

Duke University, 1990, *cum laude*

Bar Admissions

California
District of Columbia
Maryland
Supreme Court of the United States

Memberships

Public Justice, Board Member

American Association for Justice

Awards

Washington Lawyers Committee, Outstanding Achievement Award

Super Lawyer

Lawdragon 500

Presentations & Publications

Witness Before the Subcommittee on the Constitution and Civil Justice, 115th Congress

Witness Before the Civil Rules Advisory Committee, 2018, 2019

Editor, Duke Law School Center for Judicial Studies, Guidance on New Rule 23 Class Action Settlement Provisions

TYCKO & ZAVAREEI LLP

Andrea R. Gold

Partner

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Andrea Gold has spent her legal career advocating for consumers, employees, and whistleblowers. Ms. Gold has litigated numerous complex cases, including through trial. Her extensive litigation experience benefits the firm's clients in both national class action cases as well as in qui tam whistleblower litigation.

She has served as trial counsel in two lengthy jury trials.

In her class action practice, Ms. Gold has successfully defended dispositive motions, navigated complex discovery, worked closely with leading experts, and obtained contested class certification. Her class action cases have involved, amongst other things, unlawful bank fees, product defects, violations of the Telephone Consumer Protection Act, and deceptive advertising and sales practices.

Ms. Gold also has significant civil rights experience. She has represented individuals and groups of employees in employment litigation, obtaining substantial recoveries for employees who have faced discrimination, harassment, and other wrongful conduct. In addition, Ms. Gold has appellate experience in both state and federal court.

Prior to joining Tycko & Zavareei LLP, Ms. Gold was a Skadden fellow. The Skadden Fellowship Foundation was created by Skadden, Arps, Slate, Meagher & Flom LLP, one of the nation's top law firms, to support the work of new attorneys at public interest organizations around the country.

Ms. Gold earned her law degree from the University of Michigan Law School, where she was an associate editor of the Journal of Law Reform, co-President of the Law Students for Reproductive Choice, and a student attorney at the Family Law Project clinical program. Ms. Gold graduated with high distinction from the University of Michigan Ross School of Business in 2001, concentrating her studies in Finance and Marketing.

Education

University of Michigan Law School, 2004

University of Michigan, Ross School of Business, 2001

Bar Admissions

District of Columbia
Illinois
Maryland

Memberships

American Association for Justice

National Associate of Consumer Advocates

National Employment Lawyers Association

Public Justice

Taxpayers Against Fraud Education Fund

Awards

National Trial Lawyers, Top 100 Civil Plaintiff Lawyers, 2020

Super Lawyers, Rising Star

Skadden Fellow, Skadden Arps Slate Meagher & Flom LLP, 2004-2006

TYCKO & ZAVAREEI LLP

Anna Haac

Partner

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Anna C. Haac is a Partner in Tycko & Zavareei LLP's Washington, D.C. office. She focuses her practice on consumer protection class actions and whistleblower litigation. Her prior experience at Covington & Burling LLP, one of the nation's most prestigious defense-side law firms, gives her a unique advantage when representing plaintiffs against large companies in complex cases. Since arriving at Tycko & Zavareei LLP, Ms. Haac has represented consumers in a wide range of practice areas, including product liability, false labeling, deceptive and unfair trade practices, and predatory financial practices. Her whistleblower practice involves claims for fraud on federal and state governments across an equally broad spectrum of industries, including health care fraud, customs fraud, and government contracting fraud.

Ms. Haac has helped secure multimillion-dollar relief on behalf of the classes and whistleblowers she represents. Ms. Haac also serves as the D.C. Co-Chair of the National Association of Consumer Advocates and as Co-Chair of the Antitrust and Consumer Law Section Steering Committee of the D.C. Bar.

Ms. Haac earned her law degree *cum laude* from the University of Michigan Law School in 2006 and went on to clerk for the Honorable Catherine C. Blake of the United States District Court for the District of Maryland. Prior to law school, Ms. Haac graduated with a B.A. in political science with Highest Distinction from the Honors Program at the University of North Carolina at Chapel Hill.

Ms. Haac is a member of the District of Columbia and Maryland state bars. She is also admitted to the United States Court of Appeals for the Second, Third, and Fourth Circuits and the United States District Courts for the District of Columbia, District of Maryland, and the Eastern District of Michigan, among others.

Education

University of Michigan Law School, 2006, *cum laude*

University of North Carolina at Chapel Hill, 2002, Highest Honors

Bar Admissions

District of Columbia
Maryland

Memberships

Antitrust & Consumer Protection Section of District of Columbia Bar, Co-Chair

National Association of Consumer Advocates, District of Columbia Co-Chair

Public Justice

Awards

Super Lawyers, Rising Star, 2015

Presentations & Publications

Discussion Leader, "Practical Ideas about Properly Framing the Issues and Educating the Court and Public in Filings Responding to Increasing Attacks on Class Action Settlements and Fees," Cambridge Forum on Plaintiffs' Class Action Litigation (October 2020)

TYCKO & ZAVAREEI LLP

Annick M. Persinger

Partner

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Annick M. Persinger leads Tycko & Zavareei LLP's California office as California's Managing Partner. While at Tycko & Zavareei LLP, Ms. Persinger has dedicated her practice to utilizing California's prohibitions against unfair competition and false advertising to advocate for consumers. Ms. Persinger has taken on financial institutions, companies that take advantage of consumers with deceptive advertising, tech companies that disregard user privacy, companies that sell defective products, and mortgage loan servicers. Ms. Persinger also represents whistleblowers who expose their employer's fraudulent practices.

Ms. Persinger graduated magna cum laude as a member of the Order of the Coif from the University of California, Hastings College of the Law in 2010. While in law school, Ms. Persinger served as a member of Hastings Women's Law Journal, and authored two published articles. In 2008, Ms. Persinger received an award for Best Oral Argument in the first year moot court competition. In 2007, Ms. Persinger graduated *cum laude* from the University of California, San Diego with a B.A. in Sociology, and minors in Law & Society and Psychology.

Following law school, Ms. Persinger worked as a legal research attorney for Judge John E. Munter in Complex Litigation at the San Francisco Superior Court.

Ms. Persinger served as an elected board member of the Bay Area Lawyers for Individual Freedom (BALIF) from 2017 to 2019, and as Co-Chair of BALIF from 2018 to 2019. During her term on the BALIF Board of Directors, Ms. Persinger advocated for LGBTQI community members with intersectional identities, and promoted anti-racism and anti-genderism. Ms. Persinger now serves as a Steering Committee member for the Cambridge Forum on Plaintiffs' Food Fraud Litigation.

Education

University of California Hastings College of Law, 2010, *magna cum laude*, Order of the Coif

University of California San Diego, 2007, *cum laude*

Bar Admissions

California

Memberships

American Association for Justice

Plaintiffs' Food Fraud Litigation, 2020 Steering Committee Member

Public Justice

Awards

Super Lawyer, Rising Star 2020

UC Hastings, Best Oral Argument 2008

TYCKO & ZAVAREEI LLP

Sabita J. Soneji

Partner

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In 20 years of practice, Sabita J. Soneji has developed extensive experience in litigation and legal policy at both the federal and state level and a passion for fighting consumer fraud. Now a Partner in Tycko & Zavareei LLP's Oakland office, she focuses on consumer protection class actions and whistleblower litigation. In addition to her success with novel Telephone Consumer Protection cases, False Claims Act cases involving insurance fraud, and deceptive and false advertising cases, Ms. Soneji serves in leadership on multi-district litigation against Juul, for its manufacture and marketing to youth of an addictive nicotine product. Ms. Soneji also successfully represents consumers harmed by massive data breaches and by corporate practices that collect and monetize user data without consent. She serves as head of the firm's Privacy and Data Breach Group.

Ms. Soneji began that work during her time with the United States Department of Justice, as Senior Counsel to the Assistant Attorney General. In that role, she oversaw civil and criminal prosecution of various forms of financial fraud that arose in the wake of the 2008 recession. For that work, Ms. Soneji partnered with other federal agencies, state attorneys' general, and consumer advocacy groups. Beyond that affirmative work, Ms. Soneji worked to defend various federal programs, including the Affordable Care Act in nationwide litigation.

Ms. Soneji has extensive civil litigation experience from her four years with international law firm, her work as an Assistant United States Attorney in the Northern District of California, and from serving as Deputy County Counsel for Santa Clara County, handling civil litigation on behalf of the County including regulatory, civil rights, and employment matters. She has successfully argued motions and conducted trials in both state and federal court and negotiated settlements in complex multi-party disputes.

Early in her career, Ms. Soneji clerked for the Honorable Gladys Kessler on the United States District Court for the District of Columbia s, during which she assisted the judge in overseeing the largest civil case in American history, United States v. Phillip Morris, et al., a civil RICO case brought against major tobacco manufacturers for fraud in the marketing, sale, and design of cigarettes. The opinion in that case paved the way for Congress to authorize FDA regulation of cigarettes.

Ms. Soneji is a graduate of the University of Houston, *summa cum laude*, with degrees in Math and Political Science, and Georgetown University Law Center, *magna cum laude*.

Education

Georgetown University Law Center, *magna cum laude*

University of Houston, *summa cum laude*

Bar Admissions

District of Columbia
California
Supreme Court of the United States

Memberships

Ninth Circuit Judicial Council Lawyer Representative for the Northern District of California, 2023-2025

Law360 Diversity & Inclusion Editorial Advisory Board Member, 2022-2023

American Association for Justice (AAJ)

Public Justice, 2022-2023 Member of the Board of Directors

Impact Fund

Taxpayers Against Fraud Education Fund (TAFEF)

Awards

Attorney General's Award 2014

Presentations & Publications

NITA Trial Skills Faculty 2010-present

TYCKO & ZAVAREEI LLP

Kristen G. Simplicio

Partner

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Kristen G. Simplicio has devoted her career to representing victims of false advertising and corporate fraud. Prior to joining Tycko & Zavareei LLP's D.C. office in 2020, she spent ten years at a boutique class action firm in California. While there, she successfully litigated over a dozen false advertising cases against manufacturers of a variety of consumer products, including olive oil, flushable wipes, beverages, and chocolate. In connection with this work, she helped to obtain millions of dollars in refunds to consumers, as well as changed practices.

In addition to her product labeling work, Ms. Simplicio has represented plaintiffs in a wide variety of areas. For example, she was the lead associate on RICO case on behalf of small business owners against 18 defendants in the credit card processing industry. In connection with that case, she obtained a preliminary injunction halting an illegal $10 million debt collection scheme, and later, helped to secure refunds and changed practices for the victims. She has also represented victims of other debt collectors, as well as those harmed by unlawful background and credit reporting, including a pro bono matter performed in conjunction with the Lawyers' Committee for Civil Rights of the San Francisco Bay Area. Ms. Simplicio also worked on a lawsuit against government agencies, which were charging unconstitutional fines and fees in connection with toll collection.

Ms. Simplicio graduated *cum laude* from American University, Washington College of Law in 2007. She holds a bachelor's degree from McGill University. She began her legal career at the United States Department of Labor, where she advised on regulations pertaining to group health insurance plans. Before and during law school, Ms. Simplicio worked for other plaintiffs' law firms.

Ms. Simplicio serves as the D.C. Co-Chair of the National Association of Consumer Advocates. She is admitted to practice in California and the District of Columbia.

Education

American University, Washington College of Law, 2007, *cum laude*

McGill University, 1999

Bar Admissions

California
District of Columbia

Memberships

National Association of Consumer Advocates

American Association for Justice

Public Justice

TYCKO & ZAVAREEI LLP

Renée Brooker

Partner

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Bringing 30 years of practice, knowledge, and expertise as a former prosecutor in a senior leadership position at the United States Department of Justice, Renée Brooker is now representing whistleblowers. While at the Department of Justice for over two decades, Ms. Brooker was responsible for billions of dollars in recoveries under whistleblower laws. As an accomplished and experienced attorney, Ms. Brooker has advised and represented whistleblowers under the False Claims Act (FCA), the Anti-Kickback Statute and Stark Law, FIRREA (bank fraud, mail, and wire fraud), the Financial Institutions Anti-Fraud Enforcement Act (FIAFE), and the Whistleblower Programs of the SEC, the CFTC, and the IRS.

As Assistant Director within the Civil Division of the United States Department of Justice, Ms. Brooker was responsible for sizeable recoveries and successful judgments under the False Claims Act, FIRREA, and civil RICO in almost every industry: pharmaceutical, health care, defense, financial services, government procurement, small business, insurance, tobacco products, and higher education.

Ms. Brooker received her law degree in 1990 from Georgetown University Law Center, and a B.S. degree in 1987 from Temple University. After graduating from Georgetown, Ms. Brooker served as a Law Clerk to Judge Noël Kramer in the District of Columbia for one year before joining the United States Department of Education as an attorney. Ms. Brooker was hired as part of the enforcement response to Congressional investigations of fraud in federal student aid programs affecting consumers and taxpayers. Prior to joining Tycko & Zavareei LLP in 2020, Ms. Brooker worked at another prominent whistleblower firm where she advised and represented whistleblowers while expanding the firm's whistleblower practice. Ms. Brooker also served as a member of the United States Department of Justice-appointed Independent Corporate Compliance Monitor and Auditor for Volkswagen under its Plea Agreement and Consent Decree with the United States Department of Justice.

Education

Georgetown University Law Center, J.D.

Temple University, B.S.

Bar Admissions

District of Columbia
Pennsylvania

Memberships

Taxpayers Against Fraud Education Fund (TAFEF)

Board Member, Federal Bar Association Qui Tam Section

National Employment Lawyers Association (NELA)

Awards

Department of Justice Commendation Award for recovering billions of dollars under the Big Lender Initiative, 2016

Council of the Inspectors General on Integrity and Efficiency Award for Excellence for $1.2 billion False Claims Act settlement with Wells Fargo, 2016

Department of Justice Award for "a record of outstanding actions and accomplishments," 2015

Attorney General's Award for Fraud Prevention, 2011

Department of Justice Award for prosecuting Big Tobacco under RICO, 2005

TYCKO & ZAVAREEI LLP

Eva Gunasekera



Partner

202.417.3655
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Bringing 16 years of complex litigation experience practice, Eva Gunasekera, the former Senior Counsel for Health Care Fraud at the United States Department of Justice, is now representing whistleblowers. Ms. Gunasekera has spent the better part of her career enforcing the False Claims Act and the Stark and Anti-Kickback laws.

Highly strategic, Ms. Gunasekera has many notable successes under her belt, sizeable recoveries under the False Claims Act, and has held companies accountable for fraudulent conduct that harmed important government programs such as Medicare and Medicaid. With deep health care fraud expertise, she has investigated, litigated, and settled cases involving all federal health care programs (Medicare, Medicaid, TRICARE, FEHB). Ms. Gunasekera is an expert on analyzing complex health care data sets, including Medicare and Medicaid payment data and trends, to identify potentially fraudulent practices. She has enforced anti-fraud laws and represented whistleblowers across industries: pharmaceutical manufacturers, health care providers, hospitals, physicians, physician groups, laboratories, managed care, pharmacies, hospice and nursing home providers, financial institutions, government suppliers, automotive, small businesses, and defense contractors. Many of her investigations involved parallel criminal proceedings and compliance and whistleblower programs of health care organizations, including those subjected to Corporate Integrity Agreements and oversight by Independent Review Organizations, as required by the U.S. Department of Health and Human Services, Office of Inspector General (HHS-OIG).

After graduating with her Master's in Public Administration from Ohio University, and from Georgetown University Law Center, Ms. Gunasekera practiced law at two international law firms. She acted as second chair during administrative trials and handled complex commercial litigation. Ms. Gunasekera also played a significant role on the team that represented the Enron Creditors Recovery Corp in the bankruptcy proceeding, successfully returning billions of dollars to creditors in the wake of the Enron scandal. Further, Ms. Gunasekera represented clients in pro bono matters, including the successful defense of an individual seeking asylum and as guardian ad litem for three children.

Education

Georgetown University Law Center, J.D., 2004

Ohio University, M.A., 2001

Ohio University, B.A, 2000

Bar Admissions

District of Columbia

Ohio

Memberships

Taxpayers Against Fraud Education Fund (TAFEF)

Federal Bar Association Qui Tam Section

Presentations & Publications

"Whistleblower Rewards 101" – Scottsdale (Arizona) Bar Association (March 9, 2021)

"Should the False Claims Act be Amended to Define Falsity?" - Federal Bar Association, Qui Tam Section (February 17, 2021)

Law review article: False Claims Act, the opioid crisis, whistleblowing, Emory University Law School, February 26, 2019

TYCKO & ZAVAREEI LLP

Allison W. Parr

Associate

202.973.0900
aparr@tzlegal.com



Prior to joining Tycko & Zavareei LLP in 2021, Allison W. Parr was an associate in the Washington, D.C. office of Mayer Brown LLP, where she represented corporations in complex commercial litigation, including cases involving unfair competition and false advertising claims. Previously, Ms. Parr was a litigation associate in the New York office of Kramer Levin Naftalis & Frankel LLP, where she maintained an active pro bono practice in LGBTQ civil rights.

Ms. Parr graduated from the Georgetown University Law Center in 2018, where she served as the Articles and Notes Editor for the Food and Drug Law Journal. During law school, Ms. Parr externed for the Commercial Litigation Branch, Fraud Section of the Department of Justice, where she assisted with cases involving allegations of fraud against the government. Ms. Parr received her Bachelor of Music from the Peabody Institute of the Johns Hopkins University in 2013.

Ms. Parr is admitted to practice in New York and the District of Columbia.

Education

Georgetown University Law Center, 2018

John Hopkins University, 2013, with High Honors

Bar Admissions

New York
District of Columbia

Memberships

Public Justice

Presentations & Publications

Agribusiness and Antibiotics: A Market-Based Solution, 73 Food & Drug L.J. 338 (2018)

TYCKO & ZAVAREEI LLP

Glenn Chappell

Associate

202.973.0900
gchappell@tzlegal.com



Glenn Chappell is an associate in the Washington, D.C. office. Prior to joining Tycko & Zavareei LLP, he was an associate in the Washington, D.C. office of Gibson, Dunn & Crutcher LLP, one of the nation's most prestigious defense-side firms. During his time at Gibson Dunn, Mr. Chappell represented corporations in complex litigation at the trial and appellate levels, including the United States Supreme Court. He also maintained an active pro bono practice that focused on police and sentencing reform.

Mr. Chappell graduated *summa cum laude* from Duke University School of Law in 2017, where he served as Managing Editor of the *Duke Law Journal* and Senior Research Editor of the *Duke Law & Technology Review*. While in law school, he dedicated more than 450 hours to pro bono work.

After graduating law school, Mr. Chappell clerked for the Honorable Gerald Bard Tjoflat of the United States Court of Appeals for the Eleventh Circuit and the Honorable Anthony J. Trenga of the United States District Court for the Eastern District of Virginia. Before law school, he worked as a manager in the manufacturing industry. He graduated with honors from Saint Leo University, earning a Bachelor of Arts in Business Administration. His legal scholarship has appeared in multiple publications, including the *Duke Law Journal* and the *University of Richmond Law Review*.

Education

Duke University School of Law, 2017, *summa cum laude,* Order of the Coif

Saint Leo University, 2011, c*um laude*

Bar Admissions

District of Columbia
Virginia
Supreme Court of the United States

Memberships

Order of the Coif

Virginia Equality Bar Association

American Constitution Society

Virginia Bar Association

Public Justice

Publications

The Historical Case for Constitutional "Concepts", 53 UNIVERSITY OF RICHMOND LAW REVIEW 373 (2019)

Health Care's Other "Big Deal": Direct Primary Care Regulation in Contemporary American Health Law, 66 DUKE LAW JOURNAL 1331 (2017)

Seeking Rights, Not Rent: How Litigation Finance Can Help Break Copyright's Precedent Gridlock, 15 DUKE LAW & TECHNOLOGY REVIEW 269 (2017)

TYCKO & ZAVAREEI LLP

Lauren Kuhlik

Associate

202.973.0900
lkuhlik@tzlegal.com



Prior to joining Tycko & Zavareei LLP in 2021, Lauren Kuhlik was a fellow at the National Prison Project of the American Civil Liberties Union, where she engaged in litigation and other advocacy to stop unconstitutional and illegal practices by prison and jail administrators and ICE. She focused on improving conditions of confinement for pregnant and postpartum people, as well as fighting to eliminate the inhumane practice of solitary confinement. During the COVID-19 crisis, Ms. Kuhlik maintained an extensive habeas practice seeking to secure the release of detained individuals with medical vulnerabilities.

Ms. Kuhlik graduated *cum laude* from Harvard Law School in 2017. She also received a Masters in Public Health from the Harvard T.H. Chan School of Public Health in 2017. Following law school, Ms. Kuhlik clerked for the Honorable Stephen Glickman of the District of Columbia Court of Appeals. She has published articles regarding the treatment of pregnant incarcerated people in the Harvard Law and Policy Review and the Harvard Civil Rights-Civil Liberties Law Review. Ms. Kuhlik has also published about gender and incarceration in USA Today and Ms. Magazine, among others.

Education

Harvard Law School, 2017, c*um laude*

Harvard T.H. Chan School of Public Health, M.P.H., 2017

Wesleyan University, BA in Philosophy with Honors, 2011

Bar Admissions

District of Columbia

Virginia

Memberships

Public Justice

Publications & Presentations

National Abortion Federation Annual Meeting (2021)

Pregnancy, Systematic Disregard and Degradation, and Carceral Institutions, Harvard Law & Policy Review (2020)

Harvard Law & Policy Review Fall Symposium (2019)

Society of Family Planning Annual Meeting (2019)

George Mason University Law School Civil Rights Law Journal Symposium (2019)

Pregnancy Behind Bars: The Constitutional Argument for Reproductive Healthcare Access in Prison, Harvard Civil Rights & Civil Liberties Law Review (2017)

TYCKO & ZAVAREEI LLP

Leora N. Friedman

Associate

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lfriedman@tzlegal.com



Leora Friedman received her J.D. from Georgetown University Law Center in 2020.

At Georgetown Law, Leora obtained diverse legal experience through experiential courses led by the O'Neill Institute for National and Global Health Law and by the Institute for Constitutional Advocacy and Protection. In addition, she authored papers proposing new legal frameworks for addressing the negative health impacts of electronic cigarettes and improving pandemic preparedness through writing-intensive coursework.

During law school, Leora also served as an intern for the Department of Justice's Office of Vaccine Litigation and its Consumer Protection Branch. She was an Executive Editor for the Georgetown Environmental Law Review, which published her note "Recommending Judicial Reconstruction of Title VI to Curb Environmental Racism: A Recklessness-Based Theory of Discriminatory Intent."

Previously, Leora was the Rockefeller Foundation's Princeton Project 55 Fellow from 2014-2015 and, thereafter, aided international health advocacy campaigns at Global Health Strategies.

She graduated from Princeton University with an A.B. in Politics in 2014.

Education

Georgetown University Law Center, 2020

Princeton University, 2014

Bar Admissions

District of Columbia

Memberships

Public Justice

Publications

Recommending Judicial Reconstruction of Title VI to Curb Environmental Racism: A Recklessness-Based Theory of Discriminatory Intent, 32 GEO. ENV'T L. REV. 421 (2020)

TYCKO & ZAVAREEI LLP

Spencer Hughes

Associate

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Spencer Hughes is an associate in the Oakland, California office, where he focuses on representing consumers in class actions against corporations.

Before joining Tycko & Zavareei LLP, Mr. Hughes was an associate at Kirkland & Ellis LLP, a top defense-side law firm. He gained invaluable experience in complex consumer protection cases and learned the strategies of defense teams in these matters. While at Kirkland & Ellis, Mr. Hughes maintained an active pro bono practice in trial-level and appellate courts, and he received the firm's Pro Bono Service Award for four consecutive years.

Mr. Hughes earned his Juris Doctor from Duke University School of Law in 2017, where he was an editor of the *Duke Law Journal*. After graduation, he clerked for the Honorable Gerald Bard Tjoflat of the United States Court of Appeals for the Eleventh Circuit.

Mr. Hughes graduated *cum laude* from Iowa State University in 2014, earning a Bachelor of Arts in political science and speech communication. He served as the university's Student Body President for the 2013-14 academic year.

Education

Duke University School of Law, 2017
Iowa State University, 2014, c*um laude*

Bar Admissions

California
District of Columbia
Supreme Court of the United States

Memberships

American Constitution Society
Public Justice

TYCKO & ZAVAREEI LLP

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Associate

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Cameron Partovi is an associate in the Oakland, California office.

Prior to joining Tycko & Zavareei LLP in 2022, Mr. Partovi was an associate at Bird Marella, P.C., a litigation boutique in Los Angeles. There, Mr. Partovi represented individuals and corporations in complex commercial actions, including profit participation, false advertising, and breach of contract class actions. Mr. Partovi was previously a litigation associate at Gibson, Dunn & Crutcher LLP, one of the country's top defense firms. Mr. Partovi maintained an active pro bono practice in both law firms.

Mr. Partovi graduated from Harvard Law School *cum laude* in 2017, where he served as a Managing Editor of the Harvard Environmental Law Review. After graduating, Mr. Partovi clerked for the Honorable Lawrence E. Kahn of the United States District Court for the Northern District of New York.

Mr. Partovi graduated with honors from the University of Utah, earning a Bachelor of Science in Political Science.

Education

Harvard Law School, 2017, *cum laude*
University of Utah, 2013, with Honors

Bar Admissions

California

Memberships

Public Justice

TYCKO & ZAVAREEI LLP

Gemma Seidita

Associate

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Gemma Seidita is an associate in the Washington, D.C. office where she focuses on civil rights cases and advocating for whistleblowers and consumers.

Prior to joining Tycko & Zavareei LLP in 2022, Ms. Seidita was an associate in the Washington, D.C. office of Cooley LLP, where she represented clients in complex commercial litigation and investigations, including cases involving securities, trade secret, and unfair competition claims. At Cooley, Ms. Seidita maintained an active pro bono practice in civil rights and immigration areas. Ms. Seidita was a member of the trial team in the historic federal *Sines v. Kessler* litigation where white supremacists were put on trial for their conspiratorial actions in planning and committing violence at the Unite the Right rally in Charlottesville, Virginia.

Ms. Seidita graduated from Duke University School of Law in 2018 where she earned a J.D. and an LLM in international and comparative law. While in law school, she served as a Research Editor for the Duke Environmental Law and Policy Forum. Ms. Seidita received her Bachelor of Arts in Foreign Affairs from the University of Virginia in 2015.

Education

Duke University School of Law, 2018, *cum laude*

University of Virginia, 2015, with Distinction

Bar Admissions

California
District of Columbia
Massachusetts

Memberships

Public Justice

TYCKO & ZAVAREEI LLP

Marika K. O'Connor Grant

Associate

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Ms. O'Connor Grant graduated from Stanford Law School in 2020 with high pro bono distinction. During her time at Stanford Law, Ms. O'Connor Grant served as the Technical Managing Editor of the Stanford Journal of Civil Rights and Civil Liberties, worked in Stanford's Immigrants' Rights Clinic, and volunteered with the Economic Advancement Pro Bono Project. While in law school, Ms. O'Connor Grant also worked as a research assistant analyzing local communities' efforts to mitigate poverty and served as a teaching assistant at the Stanford Graduate School of Business. Ms. O'Connor Grant graduated from Carleton College in 2014 with a Bachelor of Arts in Political Science.

Following her first year of law school, Ms. O'Connor Grant served as the Janet D. Steiger Fellow in the Consumer Protection Division at the Massachusetts Attorney General's Office, where she worked on data privacy, cybersecurity, for-profit school, and other consumer protection enforcement actions. During the following summer, Ms. O'Connor Grant worked as a summer associate at Debevoise & Plimpton LLP, where she focused on data privacy, cybersecurity, Committee on Foreign Investments in the United States, and pro bono matters.

Before joining Tycko & Zavareei LLP, Ms. O'Connor Grant served as a law clerk to the Honorable Wilhelmina M. Wright of the United States District Court for the District of Minnesota. Before her clerkship, Ms. O'Connor Grant worked as a litigation associate at Cooley LLP, where she represented clients in complex commercial litigation and securities matters and maintained an active pro bono practice focused on civil rights and immigration. Ms. O'Connor Grant also served as a vetting attorney on the Biden-Harris Transition Team, where she evaluated the personal and policy risks associated with presidential nominees and appointees, interviewed candidates, and advised senior Transition staff.

Education

Stanford Law School, *High Pro Bono Distinction*

Carleton College, 2014

Bar Admissions

California

Memberships

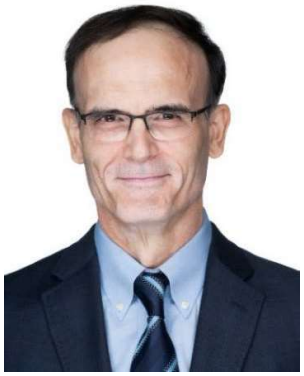
Public Justice

TYCKO & ZAVAREEI LLP

David W. Lawler

Of Counsel

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Mr. Lawler joined Tycko & Zavareei LLP in January 2012. He has over twenty years of commercial litigation experience, including an expertise in eDiscovery and complex case management. At the firm Mr. Lawler has represented consumers in a numerous practice areas, including product liability, false labeling, deceptive and unfair trade practices, and antitrust class actions litigation.

Before joining Tycko & Zavareei LLP, Mr. Lawler was an associate in the litigation departments at McKenna & Cuneo LLP and Swidler Berlin Shereff Friedman LLP.

Among Mr. Lawler's career achievements include the co-drafting of appellate briefs which resulted in rare reversal and entry of judgment in favor of client, US Court of Appeals for the Fourth Circuit.

Mr. Lawler is a member of the District of Columbia Bar, as well as numerous federal courts.

Education

Creighton University School of Law, 1997

University of California, Berkeley School of Law, 1989

Bar Admissions

District of Columbia

Memberships

American Association for Justice

Public Justice

TYCKO & ZAVAREEI LLP

F. Peter Silva II

Of Counsel

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Peter Silva is a zealous advocate for consumers, workers, and individuals whose rights have been violated by the government, employers, and financial institutions. Over the last decade, Peter has successfully represented clients in civil rights, consumer protection, and foreclosure defense cases in negotiations, mediations, arbitrations, and at trial in state and federal courts and before various administrative agencies.

Prior to joining Tycko & Zavareei LLP, Peter represented individuals and small businesses as a Partner with Gowen Silva & Winograd, PLLC. Peter's work on behalf of Maryland, D.C., and Virginia homeowners has prevented dozens of foreclosures through loan modifications, settlements, and litigation. Peter not only defends foreclosures, but countersues for violations of state and federal lending and servicing laws. Peter has successful brought and defended lawsuits against America's biggest banks and mortgage servicers including Wells Fargo, Bank of America, U.S. Bank, Fannie Mae, Freddie Mac, Mr. Cooper/Nationstar Mortgage, Bayview Loan Servicing, and Ocwen Loan Servicing. Through aggressive litigation and creative settlement solutions, Peter has obtained millions of dollars in damages and savings for his clients including principal and interest reductions, write-downs, and deficiency waivers. Peter's extensive knowledge of the foreclosure and loan modification processes, mortgage servicing industry and applicable state and federal laws including the Real Estate Settlement Procedures Act (RESPA) and Truth-in-Lending (TILA) allows him to provide clients with upfront and straightforward assessments of their options so that they can make an informed decision.

Peter has worked with local, state, and federal governments and non-profit entities to strengthen legal protections of consumers. Peter is a member of the National Association of Consumer Advocates.

At the beginning of his legal career, Peter worked extensively in the civil rights field as an attorney fellow for the Washington Lawyers' Committee for Civil Rights and Urban Affairs, and a law clerk with the Equal Employment Opportunity Commission and the civil rights interest group, People for the American Way.

Education

University of Miami, School of Law, 2010
San Diego State University, 2007

Bar Admissions

Virginia
District of Columbia
Maryland

Memberships

National Association of Consumer Advocates

Public Justice

Presentations & Publications

"The Tactical Deployment of Regulation X: Loss Mitigation in Judicial, Quasi-Judicial, and Non-judicial States," National Association of Consumer Advocates (February 11, 2021)

"Foreclosures: What You Don't Know Will Hurt You!" National Association for the Advancement of Colored People

TYCKO & ZAVAREEI LLP

Wesley M. Griffith

Of Counsel

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Mr. Griffith is a graduate of the University of California, Berkeley and the University of Chicago Law School. After law school, Mr. Griffith spent a decade working at two of the nation's top defense firms, where he represented some of the world's largest companies in class actions, complex litigation, and regulatory matters.

Mr. Griffith now uses those same skills to advocate on behalf of his consumer clients. He is dedicated to tenaciously advancing his clients' interests through all phases of litigation, including trial and on appeal.

While Mr. Griffith's preference is always to litigate, he also knows that being an effective advocate sometimes means settling. Mr. Griffith has been involved with dozens of significant settlements over the course of his career, including settlements valued at over $100 million, and he has defended those settlements in parallel actions and on appeal.

Mr. Griffith maintains an active pro bono practice representing clients in civil rights cases. He serves on the pro bono panels for the Ninth Circuit Court of Appeal and the Eastern District of California, and was recognized in 2021 for his pro bono service to the Eastern District.

Mr. Griffith is a member of the California Bar and is admitted to practice in the U.S. District Courts for the Central, Eastern, Northern and Southern Districts of California, as well as the U.S. Judicial Panel on Multidistrict Litigation and the U.S. Courts of Appeal for the Second, Ninth, and Eleventh Circuits.

Mr. Griffith is a member of the Advisory Board of the Legal Aid Foundation of Los Angeles, and he has been repeatedly recognized for his mentorship to junior attorneys.

When not practicing law, Mr. Griffith enjoys spending time with his toddler and wife and hiking in the Sierras with his dog.

Education

University of Chicago Law School, 2012

University of California, Berkeley, 2007, with Honors and Distinction

Bar Admissions

California
Supreme Court of the United States

Memberships

Pro Bono Panel, Ninth Circuit Court of Appeal

Pro Bono Panel, U.S. District Court for the Eastern District of California

Legal Aid Foundation of Los Angeles, Advisory Board Member

Public Justice

Awards

2021 Honoree, U.S. District Court for the Eastern District of California Night to Honor Service

2020 and 2021 Mentorship Award, Jenner & Block LLP

TYCKO & ZAVAREEI LLP

Shana Khader

Of Counsel

202.973.0900
skhader@tzlegal.com



Shana Khader is passionate about using the legal system creatively to challenge abuses of power and to seek justice on behalf of traditionally marginalized communities and poor people–even in hard cases. In the past several years, she has specialized in representing low-income immigrant workers in Texas. As Senior Managing Attorney at the Equal Justice Center and as Director of Legal Services at Workers Defense Project, Ms. Khader represented workers in challenging abusive employment practices through class and individual litigation, policy advocacy, and community organizing. She also has extensive experience working with survivors of sexual harassment and assault at work. She has obtained favorable decisions and verdicts on behalf of her clients in state and federal court.

Prior to moving to Texas, Ms. Khader served as a Kirkland & Ellis Public Service Fellow at the New York Legal Assistance Group, where she represented low-income New Yorkers who were victimized by unscrupulous debt collectors in courts throughout the city.

Ms. Khader graduated with academic honors from Columbia Law School. She served as a judicial law clerk to the Honorable Debra C. Freeman, Magistrate Judge in the Southern District of New York.

Ms. Khader served as a member of the Dallas Civil Service Board, has served as a board member of the DFW chapter of the National Employment Lawyers Association, and is an alumna of the Latino Center for Leadership Development Leadership Academy. She is fluent in Spanish.

Education

Columbia University School of Law, 2011, *James Kent Scholar*

Occidental College, 2005, *magna cum laude*

Bar Admissions

New York

Texas

Memberships

American Association for Justice

Public Justice

Awards

Kirkland & Ellis New York City Public Service Fellow

Hamilton Fellow

Pro Bono Honors

Presentations & Publications

"Timekeeping and Teleworking in the Era of COVID," Texas Employment Lawyers Association Spring Seminar, (Apr. 2021)

"Taking the Sex out of Sexual Harassment: Why the 'Equal Opportunity Harasser' Defense Under Title VII Should be Eliminated." *Columbia Gender and Sexuality Law Journal Online*, (Spring 2011)

TYCKO & ZAVAREEI LLP

Jaclyn S. Tayabji

Fellow

202.973.0900
jtayabji@tzlegal.com



Jaclyn Tayabji is the 2021-2023 Public Interest Fellow at Tycko & Zavareei LLP. Jaclyn received her J.D. *magna cum laude* from Boston University School of Law in 2021. While in law school, Jaclyn embraced experiential learning opportunities and consistently utilized her legal skills to promote the public interest. Jaclyn completed a legal internship in the Consumer Protection Division of the Massachusetts Attorney General's Office and a judicial externship with the Honorable Vickie L. Henry on the Massachusetts Appeals Court. As a Student Attorney in the Access to Justice Civil Litigation Clinic, Jaclyn represented low-income clients in various civil disputes, including defending tenants in summary process evictions and facilitating discovery production in a federal employment discrimination case.

In law school, Jaclyn served as an Editor for the *Boston University Law Review* and was elected to leadership positions in the Middle Eastern & South Asian Law Students Association, the International Law Society, and the Public Interest Project. Jaclyn was also selected to serve on the Public Interest Committee alongside fellow students, faculty, and staff to review the policies and programs related to public service offerings at Boston University School of Law and to advocate for institutional resources.

Jaclyn received her B.A. in International Studies and African Studies from Emory University in 2016. Prior to law school, Jaclyn served with the Peace Corps in Malawi and subsequently worked as a Recovery Coach through the inaugural AmeriCorps-Police Assisted Addiction & Recovery Initiative program.

Education

Boston University School of Law, 2021, *magna cum laude*

Emory University, 2016

Bar Admissions

District of Columbia

Memberships

Public Justice

Awards

Public Interest Scholar, Boston University School of Law

Sylvia Beinecke Robinson Award, Boston University School of Law

Paul J. Liacos Scholar, Boston University School of Law

G. Joseph Tauro Distinguished Scholar, Boston University School of Law

Deans Award (Torts), Boston University School of Law

Presentations & Publications

Rehabilitation Under the Rehabilitation Act: The Case for Medication-Assisted Treatment in Federal Correctional Facilities, 101 B.U. L. REV. ONLINE 79 (2021)

Boston University Law Review, Editor

TYCKO & ZAVAREEI LLP

Cort Carlson

Fellow

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ccarlson@tzlegal.com



Cort Carlson is a Public Interest Fellow in the Oakland, California office. Mr. Carlson received his J.D. from University of California, Berkeley, School of Law in 2022, with a Public Interest & Social Justice Certificate. During law school, Mr. Carlson immersed himself in public interest scholarship and advocacy. Mr. Carlson completed a judicial externship with the Honorable Kimberly J. Mueller, Chief United States District Judge for the Eastern District of California, worked on whistleblower cases as a law clerk for a public interest plaintiff-side law firm in the Bay Area, and worked on cases involving unsafe and unfair housing conditions as an extern at the San Francisco City Attorney's Office. Mr. Carlson was twice elected to editor positions on the *Ecology Law Quarterly*, one of the nation's leading environmental law reviews, and served on the *Berkeley Technology and Law Journal*. Outside of school, Mr. Carlson served as a student advocate for incarcerated youth in collaboration with the Contra Costa County Public Defender and was a student researcher for the Brady Center to Prevent Gun Violence. Mr. Carlson also participated in a state and local impact litigation practicum in which he worked alongside current and former government attorneys on justice-oriented affirmative litigation projects.

Mr. Carlson received his B.A. *Summa Cum Laude* in Anthropology and English with a minor in Political Science from The George Washington University in 2019. Mr. Carlson traces his passion for public interest advocacy to early experiences working on issues that uniquely affect vulnerable communities, including poverty, incarceration, environmental harm, and personal data protection. Prior to law school, Mr. Carlson served as an academic tutor to persons pursuing higher education while incarcerated at Prince George's County Correctional Center in Maryland. Mr. Carlson also conducted research on people's perceptions and management of privacy on their cellular devices in collaboration with the GW Anthropology Department and the Smithsonian Institution.

Education

UC Berkeley School of the Law, 2022

The George Washington University, 2019, *summa cum laude*

Bar Admissions

Sat for California Bar Examination, July 2022 (*results pending*)

Memberships

Public Justice

Awards

Public Interest & Social Justice Certificate, University of California, Berkeley, School of Law

Hart Award for Outstanding Academic Achievement, The George Washington University

TYCKO & ZAVAREEI LLP

Schuyler Standley

Fellow

202.973.0900
sstandley@tzlegal.com



Schuyler Standley is the 2022-2024 Public Interest Fellow at Tycko & Zavareei LLP. Schuyler received her J.D. from the University of California, Berkeley School of Law in 2021. While in law school, Schuyler embraced experiential learning opportunities and consistently utilized her legal skills to promote the public interest. Before her fellowship, Schuyler clerked for the Honorable Katherine M. Menendez of the United States District Court for the District of Minnesota. She also served as a judicial fellow for the Honorable Joseph C. Spero, Chief Magistrate Judge of the United States District Court for the Northern District of California.

While in law school, Ms. Standley focused on experiential learning and pro bono work. She spent three semesters in the Samuelson Law, Technology, and Public Policy Clinic, where she assisted with litigation at the intersection of technology and civil rights.

Education

UC Berkeley School of the Law, 2021
American University, 2016

Bar Admissions

Illinois
District of Columbia

Memberships

Public Justice

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Allison Parr*
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Gregory F. Coleman*
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Adam A. Edwards
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William A. Ladnier (CA Bar No. 330334)
wladnier@milberg.com
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC
800 S. Gay Street, Suite 1100
Knoxville, TN 37929
Tel: (865) 247-0080
Fax: (865) 522-0049

* *Admitted pro hac vice*

Attorneys for Plaintiffs and the Proposed Classes

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

LISA TABAK, et al.,

Plaintiffs,

v.

APPLE, INC.,

Defendant.

Case No. 4:19-cv-02455-JST

DECLARATION OF STEVEN WEISBROT OF ANGEION GROUP, LLC RE: PROPOSED NOTICE PLAN

I, Steven Weisbrot, Esq., declare under penalty of perjury as follows:

1. I am the President and Chief Executive Officer at the class action notice and claims administration firm Angeion Group, LLC ("Angeion"). Angeion specializes in designing, developing, analyzing, and implementing large-scale, unbiased, legal notification plans.

2. I have personal knowledge of the matters stated herein. In forming my opinions regarding notice in this action, I have drawn from my extensive class action experience, as described below.

3. I have been responsible in whole or in part for the design and implementation of hundreds of court-approved notice and administration programs, including some of the largest and most complex notice plans in recent history. I have taught numerous accredited Continuing Legal Education courses on the Ethics of Legal Notification in Class Action Settlements, using Digital Media in Due Process Notice Programs, as well as Claims Administration, generally. I am the author of multiple articles on Class Action Notice, Claims Administration, and Notice Design in publications such as Bloomberg, BNA Class Action Litigation Report, Law360, the ABA Class Action and Derivative Section Newsletter, and I am a frequent speaker on notice issues at conferences throughout the United States and internationally.

4. I was certified as a professional in digital media sales by the Interactive Advertising Bureau ("IAB") and I am co-author of the Digital Media section of Duke Law's *Guidelines and Best Practices—Implementing 2018 Amendments to Rule 23* and the soon to be published George Washington Law School Best Practices Guide to Class Action Litigation.

5. I have given public comment and written guidance to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, broadcast media, digital media, and print publication, in effecting Due Process notice, and I have met with representatives of the Federal Judicial Center to discuss the 2018 amendments to Rule 23 and offered an educational curriculum for the judiciary concerning notice procedures.

6. Prior to joining Angeion's executive team, I was employed as Director of Class Action services at Kurtzman Carson Consultants, an experienced notice and settlement administrator. Prior to my notice and claims administration experience, I was employed in private law practice.

7. My notice work comprises a wide range of class actions that include false advertising, data breach, mass disasters, product defect, employment discrimination, antitrust, tobacco, banking, firearm, insurance, and bankruptcy cases.

8. I have been at the forefront of infusing digital media, as well as big data and advanced targeting, into class action notice programs. Courts have repeatedly recognized my work in the design of class action notice programs. A comprehensive summary of judicial recognition Angeion has received is attached hereto as **Exhibit A**.

9. By way of background, Angeion is an experienced class action notice and claims administration company formed by a team of executives that have had extensive tenures at five other nationally recognized claims administration companies. Collectively, the management team at Angeion has overseen more than 2,000 class action settlements and distributed over $15 billion to class members. The executive profiles as well as the company overview are available at https://www.angeiongroup.com/our_team.php.

10. As a class action administrator, Angeion has regularly been approved by both federal and state courts throughout the United States and abroad to provide notice of class actions and claims processing services.

11. This declaration will describe the Notice Plan that, if approved by the Court, we will implement in this matter, including the considerations that informed the development of the plan and why it will provide due process to the Settlement Class.

SUMMARY OF THE NOTICE PLAN

12. The proposed Notice Plan provides for direct notice to all reasonably identifiable Settlement Class Members via email or mail, combined with the implementation of a dedicated website and a toll-free telephone support where Settlement Class Members can learn more about their rights and options pursuant to the terms of the Settlement.

DIRECT NOTICE

Email Notice

13. As part of the Notice Plan, Angeion will send notice via email ("Email Notice") to

Settlement Class Members who have valid email addresses included on the class list that is provided to Angeion. Angeion designs the email notice to avoid many common "red flags" that might otherwise cause a Settlement Class Members' spam filter to block or identify the email notice as spam. For example, Angeion does not include attachments like the Long Form Notice to the email notice, because attachments are often interpreted by various Internet Service Providers ("ISP") as spam.

14. Angeion will employ additional methods to help ensure that as many Settlement Class Members as possible receive the Email Notice. Specifically, prior to distributing the Email Notice, Angeion will engage in an email updating process to help ensure the accuracy of recipient email addresses. Angeion also reviews email addresses for mis-transcribed characters and performs other hygiene, as appropriate.

15. Angeion also accounts for the real-world reality that some emails will inevitably fail to be delivered during the initial delivery attempt. Therefore, after the initial noticing campaign is complete, Angeion, after an approximate 24- to 72-hour rest period (which allows any temporary block at the ISP level to expire) causes a second round of email noticing to continue to any email addresses that were previously identified as soft bounces and not delivered. In our experience, this minimizes emails that may have erroneously failed to deliver due to sensitive servers and optimizes delivery.

16. At the completion of the email campaign, Angeion will report to the Court concerning the rate of delivered emails accounting for any emails that are blocked at the ISP level. In short, the Court will possess a detailed, verified account of the success rate of the entire direct email notice campaign.

Mailed Notice

17. As part of the Notice Plan, Angeion will cause notice to be mailed ("Mailed Notice") via first class U.S. Mail, postage pre-paid, to all Settlement Class Members whose physical addresses are included in the class list provided to Angeion, but not email addresses. If the Mailed Notice and the Email Notice reach less than 90% of the Settlement Class, Angeion will provide supplemental

notice in the form of direct mail postcard notice to those members of the Settlement Class whose emails returned a hard bounce back and for whom a mailing address can be located.

18. Angeion will employ the following best practices to increase the deliverability rate of Mailed Notices: (i) Angeion will cause the mailing address information for members of the Settlement Class to be updated utilizing the United States Postal Service's ("USPS") National Change of Address database, which provides updated address information for individuals or entities who have moved during the previous four years and filed a change of address with the USPS; (ii) Mailed Notices returned to Angeion by the USPS with a forwarding address will be re-mailed to the new address provided by the USPS and the class member database will be updated accordingly; (iii) Mailed Notices returned to Angeion by the USPS without forwarding addresses will be subjected to an address verification search ("skip trace") utilizing a wide variety of data sources, including public records, real estate records, electronic directory assistance listings, etc., to locate updated addresses; (iv) Mailed Notices will be re-mailed to Settlement Class Members for whom updated addresses were identified via the skip tracing process.

SETTLEMENT WEBSITE & TOLL-FREE TELEPHONE SUPPORT

19. The Notice Plan will also implement the creation of a dedicated website ("Settlement Website") where Settlement Class Members can easily view general information about the Settlement, review relevant Court documents, and view important dates and deadlines. The website will be designed to be user-friendly and make it easy for Settlement Class Members to find information about the Settlement. The website will also have a "Contact Us" page whereby Settlement Class Members can send an email with any additional questions to a dedicated email address. The Settlement Website will also allow Settlement Class Members to submit their payment selection online.

20. The website will be designed to meet Level AA conformance in the Web Content Accessibility Guidelines ("WCAG").

21. A toll-free hotline devoted to this case will be implemented to further apprise Settlement Class Members of their rights and options pursuant to the terms of the Settlement. The toll-free

hotline will utilize an interactive voice response ("IVR") system to provide Settlement Class Members with responses to frequently asked questions and provide essential information regarding the Settlement. This hotline will be accessible 24 hours a day, 7 days a week. Additionally, Settlement Class Members will be able to request a copy of the Notice via the toll-free hotline.

DATA SECURITY & INSURANCE

22. Angeion Group recognizes the critical need to secure our physical and network environments and protect data in our custody. It is our commitment to these matters that has made us the go-to administrator for many of the most prominent data security matters of this decade. We are ever improving upon our robust policies, procedures, and infrastructure by periodically updating data security policies as well as our approach to managing data security in response to changes to physical environment, new threats and risks, business circumstances, legal and policy implications, and evolving technical environments.

23. Angeion Group's privacy practices are compliant with the California Consumer Privacy Act, as currently drafted. Consumer data obtained for the delivery of each project is used only for the purposes intended and agreed in advance by all contracted parties, including compliance with orders issued by State or Federal courts as appropriate. Angeion Group imposes additional data security measures for the protection of Personally Identifiable Information (PII) and Personal Health Information (PHI), including redaction, restricted network and physical access on a need-to-know basis, and network access tracking. Angeion Group requires background checks of all employees, requires background checks and ongoing compliance audits of its contractors, and enforces standard protocols for the rapid removal of physical and network access in the event of an employee or contractor termination.

24. Data is transmitted using Transport Layer Security (TLS) 1.3 protocols. Network data is encrypted at rest with the government and financial institution standard of AES 256-bit encryption. We maintain an offline, air-gapped backup copy of all data, ensuring that projects can be administered without interruption.

25. Further, our team stays on top of latest compliance requirements, such as GDPR, HIPAA, PCI

DSS, and others, to ensure that our organization is meeting all necessary regulatory obligations as well as aligning to industry best practices and standards set forth by frameworks like CIS and NIST. Angeion is cognizant of the ever-evolving digital landscape and continually improves its security infrastructure and processes, including partnering with best-in-class security service providers. Angeion's robust policies and processes cover all aspects of information security to form part of an industry leading security and compliance program, which is regularly assessed by independent third parties. Angeion is also committed to a culture of security mindfulness. All employees routinely undergo cybersecurity training to ensure that safeguarding information and cybersecurity vigilance is a core practice in all aspects of the work our teams complete.

26. Angeion currently maintains a comprehensive insurance program, including sufficient Errors & Omissions coverage.

ESTIMATED NOTICE AND ADMINISTRATION COSTS

27. Angeion estimates that the approximate cost to provide notice and administration services will be approximately $574,000.[1] The pricing details comprising the estimate are competitively sensitive. Upon request, Angeion will provide its itemized estimate to the Court.

NOTICE PURSUANT TO THE CLASS ACTION FAIRNESS ACT OF 2005

28. Within ten days of the filing of the Settlement Agreement with this Court, Angeion will cause notice to be disseminated to the appropriate state and federal officials pursuant to the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715.

CONCLUSION

29. The Notice Plan outlined herein provides for direct notice via email or mail to all reasonably identifiable Settlement Class Members, combined with the implementation of a dedicated Settlement Website and toll-free telephone support to further inform Settlement Class Members of their rights and options pursuant to the terms of the Settlement. The direct notice is expected to reach the overwhelming majority of the Settlement Class.

[1] The estimate was created based on certain specifications provided to Angeion, such as the size of the class list for effectuating notice of the litigation, and corresponding assumptions made. Actual costs may vary based on deviations from these assumptions.

30. In my professional opinion, the Notice Plan described herein will provide full and proper notice to Class Members before applicable deadlines. Moreover, it is my opinion that the Notice Plan is the best notice that is practicable under the circumstances and fully comports with due process, Fed. R. Civ. P. 23, and the Northern District's Procedural Guidance for Class Action Settlements. After the Notice Plan has been executed, Angeion will provide a final report verifying its effective implementation to this Court.

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed this 25th Day of May, 2023.



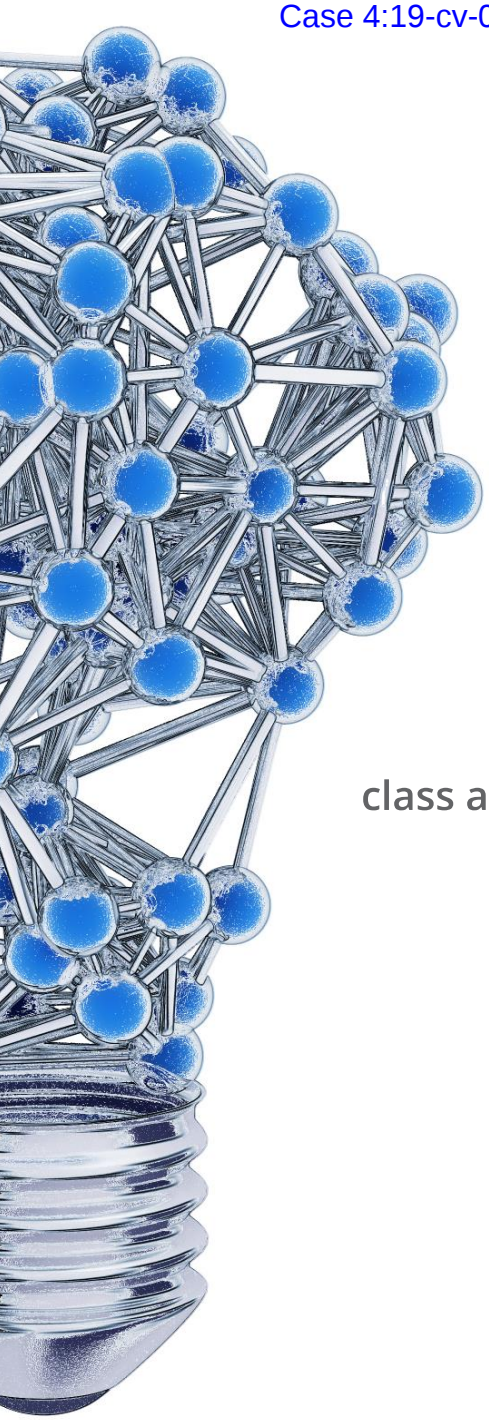
STEVEN WEISBROT

ATTESTATION

I, William A. Ladnier, am the ECF User whose ID and password are being used to file the foregoing document. In compliance with Civil Local Rule 5-1(i)(3), I hereby attest that counsel has concurred in this filing.

/s/ *William A. Ladnier*
William A. Ladnier
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC

Exhibit A



INNOVATION
IT'S PART OF OUR DNA

class action | mass tort | legal noticing | litigation support

ANGEION GROUP
Changing the Rules

Judicial Recognition

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IN RE: FACEBOOK, INC. CONSUMER PRIVACY USER PROFILE LITIGATION

Case No. 3:18-md-02843

The Honorable Vincent Chhabria, United States District Court, Northern District of California (March 29, 2023): The Court approves the Settlement Administration Protocol & Notice Plan, amended Summary Notice (Dkt. No. 1114-8), second amended Class Notice (Dkt. No. 1114-6), In-App Notice, amended Claim Form (Dkt. No. 1114-2), Opt-Out Form (Dkt. No. 1122-1), and Objection Form (Dkt. No. 1122-2) and finds that their dissemination substantially in the manner and form set forth in the Settlement Agreement and the subsequent filings referenced above meets the requirements of Federal Rule of Civil Procedure 23 and due process, constitutes the best notice practicable under the circumstances, and is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, the effect of the proposed Settlement (including the releases contained therein), the anticipated motion for Attorneys' Fees and Expenses Award and for Service Awards, and their rights to participate in, opt out of, or object to any aspect of the proposed Settlement.

LUNDY v. META PLATFORMS, INC.

Case No. 3:18-cv-06793

The Honorable James Donato, United States District Court, Northern District of California (April 26, 2023): For purposes of Rule 23(e), the Notice Plan submitted with the Motion for Preliminary Approval and the forms of notice attached thereto are approved…The form, content, and method of giving notice to the Settlement Class as described in the Notice Plan submitted with the Motion for Preliminary Approval are accepted at this time as practicable and reasonable in light of the rather unique circumstances of this case.

IN RE: APPLE INC. DEVICE PERFORMANCE LITIGATION

Case No. 5:18-md-02827

The Honorable Edward J. Davila, United States District Court, Northern District of California (March 17, 2021): Angeion undertook a comprehensive notice campaign…The notice program was well executed, far-reaching, and exceeded both Federal Rule of Civil Procedure 23(c)(2)(B)'s requirement to provide the "best notice that is practicable under the circumstances" and Rule 23(e)(1)(B)'s requirement to provide "direct notice in a reasonable manner."

IN RE: TIKTOK, INC., CONSUMER PRIVACY LITIGATION

Case No. 1:20-cv-04699

The Honorable John Z. Lee, United States District Court, Northern District of Illinois (August 22, 2022): The Class Notice was disseminated in accordance with the procedures required by the Court's Order Granting Preliminary Approval…in accordance with applicable law, satisfied the requirements of Rule 23(e) and due process, and constituted the best notice practicable…



IN RE: GOOGLE PLUS PROFILE LITIGATION

Case No. 5:18-cv-06164

The Honorable Edward J. Davila, United States District Court, Northern District of California (January 25, 2021): The Court further finds that the program for disseminating notice to Settlement Class Members provided for in the Settlement, and previously approved and directed by the Court (hereinafter, the "Notice Program"), has been implemented by the Settlement Administrator and the Parties, and such Notice Program, including the approved forms of notice, is reasonable and appropriate and satisfies all applicable due process and other requirements, and constitutes best notice reasonably calculated under the circumstances to apprise Settlement Class Members…

MEHTA v. ROBINHOOD FINANCIAL LLC

Case No. 5:21-cv-01013

The Honorable Susan van Keulen, United States District Court, Northern District of California (August 29, 2022): The proposed notice plan, which includes direct notice via email, will provide the best notice practicable under the circumstances. This plan and the Notice are reasonably calculated, under the circumstances, to apprise Class Members of the nature and pendency of the Litigation, the scope of the Settlement Class, a summary of the class claims, that a Class Member may enter an appearance through an attorney, that the Court will grant timely exclusion requests, the time and manner for requesting exclusion, the binding effect of final approval of the proposed Settlement, and the anticipated motion for attorneys' fees, costs, and expenses and for service awards. The plan and the Notice constitute due, adequate, and sufficient notice to Class Members and satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and all other applicable laws and rules.

ADTRADER, INC. v. GOOGLE LLC

Case No. 5:17-cv-07082

The Honorable Beth L. Freeman, United States District Court, Northern District of California (May 13, 2022): The Court approves, as to form, content, and distribution, the Notice Plan set forth in the Settlement Agreement, including the Notice Forms attached to the Weisbrot Declaration, subject to the Court's one requested change as further described in Paragraph 8 of this Order, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the AdWords Class of the pendency of this Action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the AdWords Class. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice Plan fully complies with the Northern District of California's Procedural Guidance for Class Action Settlements.



IN RE: FACEBOOK INTERNET TRACKING LITIGATION

Case No. 5:12-md-02314

The Honorable Edward J. Davila, United States District Court, Northern District of California (November 10, 2022): The Court finds that Plaintiffs' notice meets all applicable requirements of due process and is particularly impressed with Plaintiffs' methodology and use of technology to reach as many Class Members as possible. Based upon the foregoing, the Court finds that the Settlement Class has been provided adequate notice.

CITY OF LONG BEACH v. MONSANTO COMPANY

Case No. 2:16-cv-03493

The Honorable Fernando M. Olguin, United States District Court, Central District of California (March 14, 2022): The court approves the form, substance, and requirements of the class Notice, (Dkt.278-2, Settlement Agreement, Exh. I). The proposed manner of notice of the settlement set forth in the Settlement Agreement constitutes the best notice practicable under the circumstances and complies with the requirements of due process.

STEWART v. LEXISNEXIS RISK DATA RETRIEVAL SERVICES, LLC

Case No. 3:20-cv-00903

The Honorable John A. Gibney Jr., United States District Court, Eastern District of Virginia (February 25, 2022): The proposed forms and methods for notifying the proposed Settlement Class Members of the Settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to notice…Based on the foregoing, the Court hereby approves the notice plans developed by the Parties and the Settlement Administrator and directs that they be implemented according to the Agreement and the notice plans attached as exhibits.

WILLIAMS v. APPLE INC.

Case No. 3:19-cv-0400

The Honorable Laurel Beeler, United States District Court, Northern District of California (February 24, 2022): The Court finds the Email Notice and Website Notice (attached to the Agreement as Exhibits 1 and 4, respectively), and their manner of transmission, implemented pursuant to the Agreement (a) are the best practicable notice, (b) are reasonably calculated, under the circumstances, to apprise the Subscriber Class of the pendency of the Action and of their right to object to or to exclude themselves from the proposed settlement, (c) are reasonable and constitute due, adequate and sufficient notice to all persons entitled to receive notice, and (d) meet all requirements of applicable law.

CLEVELAND v. WHIRLPOOL CORPORATION

Case No. 0:20-cv-01906

The Honorable Wilhelmina M. Wright, United States District Court, District of Minnesota (December 16, 2021): It appears to the Court that the proposed Notice Plan described herein, and detailed in the Settlement Agreement, comports with due process, Rule 23, and all other applicable law. Class Notice consists of email notice and postcard notice when email



addresses are unavailable, which is the best practicable notice under the circumstances…The proposed Notice Plan complies with the requirements of Rule 23, Fed. R. Civ. P., and due process, and Class Notice is to be sent to the Settlement Class Members as set forth in the Settlement Agreement and pursuant to the deadlines above.

RASMUSSEN v. TESLA, INC. d/b/a TESLA MOTORS, INC.

Case No. 5:19-cv-04596

The Honorable Beth Labson Freeman, United States District Court, Northern District of California (December 10, 2021): The Court has carefully considered the forms and methods of notice to the Settlement Class set forth in the Settlement Agreement ("Notice Plan"). The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances and fully satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the requirements of due process, and the requirements of any other applicable law, such that the terms of the Settlement Agreement, the releases provided for therein, and this Court's final judgment will be binding on all Settlement Class Members.

CAMERON v. APPLE INC.

Case No. 4:19-cv-03074

The Honorable Yvonne Gonzalez Rogers, United States District Court, Northern District of California (November 16, 2021): The parties' proposed notice plan appears to be constitutionally sound in that plaintiffs have made a sufficient showing that it is: (i) the best notice practicable; (ii) reasonably calculated, under the circumstances, to apprise the Class members of the proposed settlement and of their right to object or to exclude themselves as provided in the settlement agreement; (iii) reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet all applicable requirements of due process and any other applicable requirements under federal law.

RISTO v. SCREEN ACTORS GUILD-AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS

Case No. 2:18-cv-07241

The Honorable Christina A. Snyder, United States District Court, Central District of California (November 12, 2021): The Court approves the publication notice plan presented to this Court as it will provide notice to potential class members through a combination of traditional and digital media that will consist of publication of notice via press release, programmatic display digital advertising, and targeted social media, all of which will direct Class Members to the Settlement website…The notice plan satisfies any due process concerns as this Court certified the class under Federal Rule of Civil Procedure 23(b)(1)…

JENKINS v. NATIONAL GRID USA SERVICE COMPANY, INC.

Case No. 2:15-cv-01219

The Honorable Joanna Seybert, United States District Court, Eastern District of New York (November 8, 2021): Pursuant to Fed. R. Civ. P. 23(e)(1) and 23(c)(2)(B), the Court approves the proposed Notice Plan and procedures set forth at Section 8 of the Settlement, including the form and content of the proposed forms of notice to the Settlement Class attached as Exhibits C-G to the Settlement and the proposed procedures for Settlement Class Members to exclude themselves from the Settlement Class or object. The Court finds that the proposed



Notice Plan meets the requirements of due process under the United States Constitution and Rule 23, and that such Notice Plan—which includes direct notice to Settlement Class Members sent via first class U.S. Mail and email; the establishment of a Settlement Website (at the URL, www.nationalgridtcpasettlement.com) where Settlement Class Members can view the full settlement agreement, the detailed long-form notice (in English and Spanish), and other key case documents; publication notice in forms attached as Exhibits E and F to the Settlement sent via social media (Facebook and Instagram) and streaming radio (e.g., Pandora and iHeart Radio). The Notice Plan shall also include a paid search campaign on search engine(s) chosen by Angeion (e.g., Google) in the form attached as Exhibits G and the establishment of a toll-free telephone number where Settlement Class Members can get additional information—is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

NELLIS v. VIVID SEATS, LLC

Case No. 1:20-cv-02486

The Honorable Robert M. Dow, Jr., United States District Court, Northern District of Illinois (November 1, 2021): The Notice Program, together with all included and ancillary documents thereto, (a) constituted reasonable notice; (b) constituted notice that was reasonably calculated under the circumstances to apprise members of the Settlement Class of the pendency of the Litigation…(c) constituted reasonable, due, adequate and sufficient notice to all Persons entitled to receive notice; and (d) met all applicable requirements of due process and any other applicable law. The Court finds that Settlement Class Members have been provided the best notice practicable of the Settlement and that such notice fully satisfies all requirements of law as well as all requirements of due process.

PELLETIER v. ENDO INTERNATIONAL PLC

Case No. 2:17-cv-05114

The Honorable Michael M. Baylson, United States District Court, Eastern District of Pennsylvania (October 25, 2021): The Court approves, as to form and content, the Notice of Pendency and Proposed Settlement of Class Action (the "Notice"), the Proof of Claim and Release form (the "Proof of Claim"), and the Summary Notice, annexed hereto as Exhibits A-1, A-2, and A-3, respectively, and finds that the mailing and distribution of the Notice and publishing of the Summary Notice, substantially in the manner and form set forth in ¶¶7-10 of this Order, meet the requirements of Rule 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

BIEGEL v. BLUE DIAMOND GROWERS

Case No. 7:20-cv-03032

The Honorable Cathy Seibel, United States District Court, Southern District of New York (October 25, 2021): The Court finds that the Notice Plan, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide, due and sufficient notice to the Settlement Class regarding the existence and nature



of the Action…and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.

QUINTERO v. SAN DIEGO ASSOCIATION OF GOVERNMENTS

Case No. 37-2019-00017834-CU-NP-CTL

The Honorable Eddie C. Sturgeon, Superior Court of the State of California, County of San Diego (September 27, 2021): The Court has reviewed the class notices for the Settlement Class and the methods for providing notice and has determined that the parties will employ forms and methods of notice that constitute the best notice practicable under the circumstances; are reasonably calculated to apprise class members of the terms of the Settlement and of their right to participate in it, object, or opt-out; are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and meet all constitutional and statutory requirements, including all due process requirements and the California Rules of Court.

HOLVE v. MCCORMICK & COMPANY, INC.

Case No. 6:16-cv-06702

The Honorable Mark W. Pedersen, United States District Court for the Western District of New York (September 23, 2021): The Court finds that the form, content and method of giving notice to the Class as described in the Settlement Agreement and the Declaration of the Settlement Administrator: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action…(c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution.

CULBERTSON T AL. v. DELOITTE CONSULTING LLP

Case No. 1:20-cv-03962

The Honorable Lewis J. Liman, United States District Court, Southern District of New York (August 27, 2021): The notice procedures described in the Notice Plan are hereby found to be the best means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement Agreement and the Final Approval Hearing to all persons affected by and/or entitled to participate in the Settlement Agreement, in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure and due process of law.

PULMONARY ASSOCIATES OF CHARLESTON PLLC v. GREENWAY HEALTH, LLC

Case No. 3:19-cv-00167

The Honorable Timothy C. Batten, Sr., United States District Court, Northern District of Georgia (August 24, 2021): Under Rule 23(c)(2), the Court finds that the content, format, and method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot filed on July 2, 2021, and the Settlement Agreement and Release, including notice by First Class U.S. Mail and email to all known Class Members, is the best notice practicable



under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and due process.

IN RE: BROILER CHICKEN GROWER ANTITRUST LITIGATION (NO II)

Case No. 6:20-md-02977

The Honorable Robert J. Shelby, United States District Court, Eastern District of Oklahoma (August 23, 2021): The Court approves the method of notice to be provided to the Settlement Class as set forth in Plaintiffs' Motion and Memorandum of Law in Support of Motion for Approval of the Form and Manner of Class Notice and Appointment of Settlement Administrator and Request for Expedited Treatment and the Declaration of Steven Weisbrot on Angeion Group Qualifications and Proposed Notice Plan...The Court finds and concludes that such notice: (a) is the best notice that is practicable under the circumstances, and is reasonably calculated to reach the members of the Settlement Class and to apprise them of the Action, the terms and conditions of the Settlement, their right to opt out and be excluded from the Settlement Class, and to object to the Settlement; and (b) meets the requirements of Federal Rule of Civil Procedure 23 and due process.

ROBERT ET AL. v. AT&T MOBILITY, LLC

Case No. 3:15-cv-03418

The Honorable Edward M. Chen, United States District Court, Northern District of California (August 20, 2021): The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort, as well as supplemental notice via a social media notice campaign and reminder email and SMS notices; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of this Action ...(d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of Federal Rule of Civil Procedure 23, Due Process under the U.S. Constitution, and any other applicable law.

PYGIN v. BOMBAS, LLC

Case No. 4:20-cv-04412

The Honorable Jeffrey S. White, United States District Court, Northern District of California (July 12, 2021): The Court also concludes that the Class Notice and Notice Program set forth in the Settlement Agreement satisfy the requirements of due process and Rule 23 and provide the best notice practicable under the circumstances. The Class Notice and Notice Program are reasonably calculated to apprise Settlement Class Members of the nature of this Litigation, the Scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court approves the Class Notice and Notice Program and the Claim Form.



WILLIAMS ET AL. v. RECKITT BENCKISER LLC ET AL.

Case No. 1:20-cv-23564

The Honorable Jonathan Goodman, United States District Court, Southern District of Florida (April 23, 2021): The Court approves, as to form and content, the Class Notice and Internet Notice submitted by the parties (Exhibits B and D to the Settlement Agreement or Notices substantially similar thereto) and finds that the procedures described therein meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and provide the best notice practicable under the circumstances. The proposed Class Notice Plan -- consisting of (i) internet and social media notice; and (ii) notice via an established a Settlement Website -- is reasonably calculated to reach no less than 80% of the Settlement Class Members.

NELSON ET AL. v. IDAHO CENTRAL CREDIT UNION

Case No. CV03-20-00831, CV03-20-03221

The Honorable Robert C. Naftz, Sixth Judicial District, State of Idaho, Bannock County (January 19, 2021): The Court finds that the Proposed Notice here is tailored to this Class and designed to ensure broad and effective reach to it...The Parties represent that the operative notice plan is the best notice practicable and is reasonably designed to reach the settlement class members. The Court agrees.

IN RE: HANNA ANDERSSON AND SALESFORCE.COM DATA BREACH LITIGATION

Case No. 3:20-cv-00812

The Honorable Edward M. Chen, United States District Court, Northern District of California (December 29, 2020): The Court finds that the Class Notice and Notice Program satisfy the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure and provide the best notice practicable under the circumstances.

IN RE: PEANUT FARMERS ANTITRUST LITIGATION

Case No. 2:19-cv-00463

The Honorable Raymond A. Jackson, United States District Court, Eastern District of Virginia (December 23, 2020): The Court finds that the Notice Program...constitutes the best notice that is practicable under the circumstances and is valid, due and sufficient notice to all persons entitled thereto and complies fully with the requirements of Rule 23(c)(2) and the due process requirements of the Constitution of the United States.

BENTLEY ET AL. v. LG ELECTRONICS U.S.A., INC.

Case No. 2:19-cv-13554

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (December 18, 2020): The Court finds that notice of this Settlement was given to Settlement Class Members in accordance with the Preliminary Approval Order and constituted the best notice practicable of the proceedings and matters set forth therein, including the Litigation, the Settlement, and the Settlement Class Members' rights to object to the Settlement or opt out of the Settlement Class, to all Persons entitled to such notice, and that this notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.



IN RE: ALLURA FIBER CEMENT SIDING PRODUCTS LIABILITY LITIGATION

Case No. 2:19-mn-02886

The Honorable David C. Norton, United States District Court, District of South Carolina (December 18, 2020): The proposed Notice provides the best notice practicable under the circumstances. It allows Settlement Class Members a full and fair opportunity to consider the proposed settlement. The proposed plan for distributing the Notice likewise is a reasonable method calculated to reach all members of the Settlement Class who would be bound by the settlement. There is no additional method of distribution that would be reasonably likely to notify Settlement Class Members who may not receive notice pursuant to the proposed distribution plan.

ADKINS ET AL. v. FACEBOOK, INC.

Case No. 3:18-cv-05982

The Honorable William Alsup, United States District Court, Northern District of California (November 15, 2020): Notice to the class is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Mullane v. Central Hanover Bank & Tr. Co., 399 U.S. 306, 314 (1650).*

IN RE: 21ST CENTURY ONCOLOGY CUSTOMER DATA SECURITY BREACH LITIGATION

Case No. 8:16-md-02737

The Honorable Mary S. Scriven, United States District Court, Middle District of Florida (November 2, 2020): The Court finds and determines that mailing the Summary Notice and publication of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form on the Settlement Website, all pursuant to this Order, constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the of due process, Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Court further finds that all of the notices are written in plain language and are readily understandable by Class Members.

MARINO ET AL. v. COACH INC.

Case No. 1:16-cv-01122

The Honorable Valerie Caproni, United States District Court, Southern District of New York (August 24, 2020): The Court finds that the form, content, and method of giving notice to the Settlement Class as described in paragraph 8 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States



Constitution. The Court further finds that all of the notices are written in plain language, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

BROWN v. DIRECTV, LLC

Case No. 2:13-cv-01170

The Honorable Dolly M. Gee, United States District Court, Central District of California (July 23, 2020): Given the nature and size of the class, the fact that the class has no geographical limitations, and the sheer number of calls at issue, the Court determines that these methods constitute the best and most reasonable form of notice under the circumstances.

IN RE: SSA BONDS ANTITRUST LITIGATION

Case No. 1:16-cv-03711

The Honorable Edgardo Ramos, United States District Court, Southern District of New York (July 15, 2020): The Court finds that the mailing and distribution of the Notice and the publication of the Summary Notice substantially in the manner set forth below meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled to notice.

KJESSLER ET AL. v. ZAAPPAAZ, INC. ET AL.

Case No. 4:18-cv-00430

The Honorable Nancy F. Atlas, United States District Court, Southern District of Texas (July 14, 2020): The Court also preliminarily approves the proposed manner of communicating the Notice and Summary Notice to the putative Settlement Class, as set out below, and finds it is the best notice practicable under the circumstances, constitutes due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfies the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23.

HESTER ET AL. v. WALMART, INC.

Case No. 5:18-cv-05225

The Honorable Timothy L. Brooks, United States District Court, Western District of Arkansas (July 9, 2020): The Court finds that the Notice and Notice Plan substantially in the manner and form set forth in this Order and the Agreement meet the requirements of Federal Rule of Civil Procedure 23 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.

CLAY ET AL. v. CYTOSPORT INC.

Case No. 3:15-cv-00165

The Honorable M. James Lorenz, United States District Court, Southern District of California (June 17, 2020): The Court approves the proposed Notice Plan for giving notice to the Settlement Class through publication, both print and digital, and through the establishment of a Settlement Website, as more fully described in the Agreement and the Claims Administrator's affidavits (docs. no. 222-9, 224, 224-1, and 232-3 through 232-6). The Notice



Plan, in form, method, and content, complies with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

GROGAN v. AARON'S INC.

Case No. 1:18-cv-02821

The Honorable J.P. Boulee, United States District Court, Northern District of Georgia (May 1, 2020): The Court finds that the Notice Plan as set forth in the Settlement Agreement meets the requirements of Fed. R. Civ. P. 23 and constitutes the best notice practicable under the circumstances, including direct individual notice by mail and email to Settlement Class Members where feasible and a nationwide publication website-based notice program, as well as establishing a Settlement Website at the web address of www.AaronsTCPASettlement.com, and satisfies fully the requirements the Federal Rules of Civil Procedure, the U.S. Constitution, and any other applicable law, such that the Settlement Agreement and Final Order and Judgment will be binding on all Settlement Class Members.

CUMMINGS v. BOARD OF REGENTS OF THE UNIVERSITY OF NEW MEXICO, ET AL.

Case No. D-202-CV-2001-00579

The Honorable Carl Butkus, Second Judicial District Court, County of Bernalillo, State of New Mexico (March 30, 2020): The Court has reviewed the Class Notice, the Plan of Allocation and Distribution and Claim Form, each of which it approves in form and substance. The Court finds that the form and methods of notice set forth in the Agreement: (i) are reasonable and the best practicable notice under the circumstances; (ii) are reasonably calculated to apprise Settlement Class Members of the pendency of the Lawsuit, of their rights to object to or opt-out of the Settlement, and of the Final Approval Hearing; (iii) constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet the requirements of the New Mexico Rules of Civil Procedure, the requirements of due process under the New Mexico and United States Constitutions, and the requirements of any other applicable rules or laws.

SCHNEIDER, ET AL. v. CHIPOTLE MEXICAN GRILL, INC.

Case No. 4:16-cv-02200

The Honorable Haywood S. Gilliam, Jr., United States District Court, Northern District of California (January 31, 2020): Given that direct notice appears to be infeasible, the third-party settlement administrator will implement a digital media campaign and provide for publication notice in People magazine, a nationwide publication, and the East Bay Times. SA § IV.A, C; Dkt. No. 205-12 at ¶¶ 13–23. The publication notices will run for four consecutive weeks. Dkt. No. 205 at ¶ 23. The digital media campaign includes an internet banner notice implemented using a 60-day desktop and mobile campaign. Dkt. No. 205-12 at ¶ 18. It will rely on "Programmatic Display Advertising" to reach the "Target Audience," Dkt. No. 216-1 at ¶ 6, which is estimated to include 30,100,000 people and identified using the target definition of "Fast Food & Drive-In Restaurants Total Restaurants Last 6 Months [Chipotle Mexican Grill]," Dkt. No. 205-12 at ¶ 13. Programmatic display advertising utilizes "search targeting," "category contextual targeting," "keyword contextual targeting," and "site targeting," to place ads. Dkt. No. 216-1 at ¶¶ 9–12. And through "learning" technology, it continues placing ads on websites where the ad is performing well. Id. ¶ 7. Put simply, prospective Class Members



will see a banner ad notifying them of the settlement when they search for terms or websites that are similar to or related to Chipotle, when they browse websites that are categorically relevant to Chipotle (for example, a website related to fast casual dining or Mexican food), and when they browse websites that include a relevant keyword (for example, a fitness website with ads comparing fast casual choices). Id. ¶¶ 9–12. By using this technology, the banner notice is "designed to result in serving approximately 59,598,000 impressions." Dkt. No. 205-12 at ¶ 18.

The Court finds that the proposed notice process is "'reasonably calculated, under all the circumstances,' to apprise all class members of the proposed settlement." Roes, 944 F.3d at 1045 (citation omitted).

HANLEY v. TAMPA BAY SPORTS AND ENTERTAINMENT LLC

Case No. 8:19-cv-00550

The Honorable Charlene Edwards Honeywell, United States District Court, Middle District of Florida (January 7, 2020): The Court approves the form and content of the Class notices and claim forms substantially in the forms attached as Exhibits A-D to the Settlement. The Court further finds that the Class Notice program described in the Settlement is the best practicable under the circumstances. The Class Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of the Settlement, Class Counsel's attorney's fees application and the request for a service award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement. The Class notices and Class Notice program constitute sufficient notice to all persons entitled to notice. The Class notices and Class Notice program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the Constitutional requirement of Due Process.

CORCORAN, ET AL. v. CVS HEALTH, ET AL.

Case No. 4:15-cv-03504

The Honorable Yvonne Gonzalez Rogers, United States District Court, Northern District of California (November 22, 2019): Having reviewed the parties' briefings, plaintiffs' declarations regarding the selection process for a notice provider in this matter and regarding Angeion Group LLC's experience and qualifications, and in light of defendants' non-opposition, the Court APPROVES Angeion Group LLC as the notice provider. Thus, the Court GRANTS the motion for approval of class notice provider and class notice program on this basis.

Having considered the parties' revised proposed notice program, the Court agrees that the parties' proposed notice program is the "best notice that is practicable under the circumstances." The Court is satisfied with the representations made regarding Angeion Group LLC's methods for ascertaining email addresses from existing information in the possession of defendants. Rule 23 further contemplates and permits electronic notice to class members in certain situations. See Fed. R. Civ. P. 23(c)(2)(B). The Court finds, in light of the representations made by the parties, that this is a situation that permits electronic notification via email, in addition to notice via United States Postal Service. Thus, the Court



APPROVES the parties' revised proposed class notice program, and GRANTS the motion for approval of class notice provider and class notice program as to notification via email and United States Postal Service mail.

PATORA v. TARTE, INC.

Case No. 7:18-cv-11760

The Honorable Kenneth M. Karas, United States District Court, Southern District of New York (October 2, 2019): The Court finds that the form, content, and method of giving notice to the Class as described in Paragraph 9 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the Proposed Settlement, and their rights under the Proposed Settlement, including but not limited to their rights to object to or exclude themselves from the Proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clauses of the United States Constitution. The Court further finds that all of the notices are written in simple terminology, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

CARTER, ET AL. v. GENERAL NUTRITION CENTERS, INC., and GNC HOLDINGS, INC.

Case No. 2:16-cv-00633

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (September 9, 2019): The Court finds that the Class Notice and the manner of its dissemination described in Paragraph 7 above and Section VII of the Agreement constitutes the best practicable notice under the circumstances and is reasonably calculated, under all the circumstances, to apprise proposed Settlement Class Members of the pendency of this action, the terms of the Agreement, and their right to object to or exclude themselves from the proposed Settlement Class. The Court finds that the notice is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, Rule 23 of the Federal Rules of Ci vii Procedure, and any other applicable laws.

CORZINE v. MAYTAG CORPORATION, ET AL.

Case No. 5:15-cv-05764

The Honorable Beth L. Freeman, United States District Court, Northern District of California (August 21, 2019): The Court, having reviewed the proposed Summary Notice, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

MEDNICK v. PRECOR, INC.

Case No. 1:14-cv-03624

The Honorable Harry D. Leinenweber, United States District Court, Northern District of Illinois (June 12, 2019): Notice provided to Class Members pursuant to the Preliminary Class Settlement Approval Order constitutes the best notice practicable under the circumstances, including individual email and mail notice to all Class Members who could be identified through reasonable effort, including information provided by authorized third-party retailers of Precor. Said notice provided full and adequate notice of these proceedings and of the matter set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of F.R.C.P. Rule 23 (e) and (h) and the requirements of due process under the United States and California Constitutions.

GONZALEZ v. TCR SPORTS BROADCASTING HOLDING LLP, ET AL.

Case No. 1:18-cv-20048

The Honorable Darrin P. Gayles, United States District Court, Southern District of Florida (May 24, 2019): The Court finds that notice to the class was reasonable and the best notice practicable under the circumstances, consistent with Rule 23(e)(1) and Rule 23(c)(2)(B).

ANDREWS ET AL. v. THE GAP, INC., ET AL.

Case No. CGC-18-567237

The Honorable Richard B. Ulmer Jr., Superior Court of the State of California, County of San Francisco (May 10, 2019): The Court finds that (a) the Full Notice, Email Notice, and Publication constitute the best notice practicable under the circumstances, (b) they constitute valid, due, and sufficient notice to all members of the Class, and (c) they comply fully with the requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

COLE, ET AL. v. NIBCO, INC.

Case No. 3:13-cv-07871

The Honorable Freda L. Wolfson, United States District Court, District of New Jersey (April 11, 2019): The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order. The Court finds that the Notice Plan constitutes: (i) the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this..., (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.



DIFRANCESCO, ET AL. v. UTZ QUALITY FOODS, INC.

Case No. 1:14-cv-14744

The Honorable Douglas P. Woodlock, United States District Court, District of Massachusetts (March 15, 2019): The Court finds that the Notice plan and all forms of Notice to the Class as set forth in the Settlement Agreement and Exhibits 2 and 6 thereto, as amended (the "Notice Program"), is reasonably calculated to, under all circumstances, apprise the members of the Settlement Class of the pendency of this action, the certification of the Settlement Class, the terms of the Settlement Agreement, and the right of members to object to the settlement or to exclude themselves from the Class. The Notice Program is consistent with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

IN RE: CHRYSLER-DODGE-JEEP ECODIESEL MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION

Case No. 3:17-md-02777

The Honorable Edward M. Chen, United States District Court, Northern District of California (February 11, 2019): Also, the parties went through a sufficiently rigorous selection process to select a settlement administrator. See Proc. Guidance for Class Action Sett. ¶ 2; see also Cabraser Decl. ¶¶ 9-10. While the settlement administration costs are significant – an estimated $1.5 million – they are adequately justified given the size of the class and the relief being provided.

In addition, the Court finds that the language of the class notices (short and long-form) is appropriate and that the means of notice – which includes mail notice, electronic notice, publication notice, and social media "marketing" – is the "best notice…practicable under the circumstances." Fed. R. Civ. P. 23(c)(2)(B); see also Proc. Guidance for Class Action Sett. ¶¶ 3-5, 9 (addressing class notice, opt-outs, and objections). The Court notes that the means of notice has changed somewhat, as explained in the Supplemental Weisbrot Declaration filed on February 8, 2019, so that notice will be more targeted and effective. See generally Docket No. 525 (Supp. Weisbrot Decl.) (addressing, inter alia, press release to be distributed via national newswire service, digital and social media marketing designed to enhance notice, and "reminder" first-class mail notice when AEM becomes available).

Finally, the parties have noted that the proposed settlement bears similarity to the settlement in the Volkswagen MDL. See Proc. Guidance for Class Action Sett. ¶ 11.

RYSEWYK, ET AL. v. SEARS HOLDINGS CORPORATION and SEARS, ROEBUCK AND COMPANY

Case No. 1:15-cv-04519

The Honorable Manish S. Shah, United States District Court, Northern District of Illinois (January 29, 2019): The Court holds that the Notice and notice plan as carried out satisfy the requirements of Rule 23(e) and due process. This Court has previously held the Notice and notice plan to be reasonable and the best practicable under the circumstances in its Preliminary Approval Order dated August 6, 2018. (Dkt. 191) Based on the declaration of Steven Weisbrot, Esq. of Angeion Group (Dkt. No. 209-2), which sets forth compliance with the Notice Plan and related matters, the Court finds that the multi-pronged notice strategy



as implemented has successfully reached the putative Settlement Class, thus constituting the best practicable notice and satisfying due process.

MAYHEW, ET AL. v. KAS DIRECT, LLC, and S.C. JOHNSON & SON, INC.

Case No. 7:16-cv-06981

The Honorable Vincent J. Briccetti, United States District Court, Southern District of New York (June 26, 2018): In connection with their motion, plaintiffs provide the declaration of Steven Weisbrot, Esq., a principal at the firm Angeion Group, LLC, which will serve as the notice and settlement administrator in this case. (Doc. #101, Ex. F: Weisbrot Decl.) According to Mr. Weisbrot, he has been responsible for the design and implementation of hundreds of class action administration plans, has taught courses on class action claims administration, and has given testimony to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, and digital media in due process notice. Mr. Weisbrot states that the internet banner advertisement campaign will be responsive to search terms relevant to "baby wipes, baby products, baby care products, detergents, sanitizers, baby lotion, [and] diapers," and will target users who are currently browsing or recently browsed categories "such as parenting, toddlers, baby care, [and] organic products." (Weisbrot Decl. ¶ 18). According to Mr. Weisbrot, the internet banner advertising campaign will reach seventy percent of the proposed class members at least three times each. (Id. ¶ 9). Accordingly, the Court approves of the manner of notice proposed by the parties as it is reasonable and the best practicable option for confirming the class members receive notice.

IN RE: OUTER BANKS POWER OUTAGE LITIGATION

Case No. 4:17-cv-00141

The Honorable James C. Dever III, United States District Court, Eastern District of North Carolina (May 2, 2018): The court has reviewed the proposed notice plan and finds that the notice plan provides the best practicable notice under the circumstances and, when completed, shall constitute fair, reasonable, and adequate notice of the settlement to all persons and entities affected by or entitled to participate in the settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. Thus, the court approves the proposed notice plan.

GOLDEMBERG, ET AL. v. JOHNSON & JOHNSON CONSUMER COMPANIES, INC.

Case No. 7:13-cv-03073

The Honorable Nelson S. Roman, United States District Court, Southern District of New York (November 1, 2017): Notice of the pendency of the Action as a class action and of the proposed Settlement, as set forth in the Settlement Notices, was given to all Class Members who could be identified with reasonable effort, consistent with the terms of the Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and any other applicable law in the United States. Such notice constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.



HALVORSON v. TALENTBIN, INC.

Case No. 3:15-cv-05166

The Honorable Joseph C. Spero, United States District Court, Northern District of California (July 25, 2017): The Court finds that the Notice provided for in the Order of Preliminary Approval of Settlement has been provided to the Settlement Class, and the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances, and was in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, the United States Constitution, and any other applicable law. The Notice apprised the members of the Settlement Class of the pendency of the litigation; of all material elements of the proposed settlement, including but not limited to the relief afforded the Settlement Class under the Settlement Agreement; of the res judicata effect on members of the Settlement Class and of their opportunity to object to, comment on, or opt-out of, the Settlement; of the identity of Settlement Class Counsel and of information necessary to contact Settlement Class Counsel; and of the right to appear at the Fairness Hearing. Full opportunity has been afforded to members of the Settlement Class to participate in the Fairness Hearing. Accordingly, the Court determines that all Final Settlement Class Members are bound by this Final Judgment in accordance with the terms provided herein.

IN RE: ASHLEY MADISON CUSTOMER DATA SECURITY BREACH LITIGATION

MDL No. 2669/Case No. 4:15-md-02669

The Honorable John A. Ross, United States District Court, Eastern District of Missouri (July 21, 2017): The Court further finds that the method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot, Esq. on Adequacy of Notice Program, dated July 13, 2017, and the Parties' Stipulation—including an extensive and targeted publication campaign composed of both consumer magazine publications in People and Sports Illustrated, as well as serving 11,484,000 highly targeted digital banner ads to reach the prospective class members that will deliver approximately 75.3% reach with an average frequency of 3.04 —is the best method of notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and all Constitutional requirements including those of due process.

The Court further finds that the Notice fully satisfies Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process; provided, that the Parties, by agreement, may revise the Notice, the Claim Form, and other exhibits to the Stipulation, in ways that are not material or ways that are appropriate to update those documents for purposes of accuracy.

TRAXLER, ET AL. v. PPG INDUSTRIES INC., ET AL.

Case No. 1:15-cv-00912

The Honorable Dan Aaron Polster, United States District Court, Northern District of Ohio (April 27, 2017): The Court hereby approves the form and procedure for disseminating notice of the proposed settlement to the Settlement Class as set forth in the Agreement. The Court finds that the proposed Notice Plan contemplated constitutes the best notice practicable under the circumstances and is reasonably calculated, under the circumstances, to apprise



Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e). In addition, Class Notice clearly and concisely states in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Settlement Class; (iii) the claims and issues of the Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

IN RE: THE HOME DEPOT, INC., CUSTOMER DATA SECURITY BREACH LITIGATION

Case No. 1:14-md-02583

The Honorable Thomas W. Thrash Jr., United States District Court, Northern District of Georgia (March 10, 2017): The Court finds that the form, content, and method of giving notice to the settlement class as described in the settlement agreement and exhibits: (a) constitute the best practicable notice to the settlement class; (b) are reasonably calculated, under the circumstances, to apprise settlement class members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by settlement class members.

ROY v. TITEFLEX CORPORATION t/a GASTITE and WARD MANUFACTURING, LLC

Case No. 384003V

The Honorable Ronald B. Rubin, Circuit Court for Montgomery County, Maryland (February 24, 2017): What is impressive to me about this settlement is in addition to all the usual recitation of road racing litanies is that there is going to be a) public notice of a real nature and b) about a matter concerning not just money but public safety and then folks will have the knowledge to decide for themselves whether to take steps to protect themselves or not. And that's probably the best thing a government can do is to arm their citizens with knowledge and then the citizens can make decision. To me that is a key piece of this deal. ***I think the notice provisions are exquisite*** [emphasis added].

IN RE: LG FRONT LOADING WASHING MACHINE CLASS ACTION LITIGATION

Case No. 2:08-cv-00051

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (June 17, 2016): This Court further approves the proposed methods for giving notice of the Settlement to the Members of the Settlement Class, as reflected in the Settlement Agreement and the joint motion for preliminary approval. The Court has reviewed the notices attached as exhibits to the Settlement, the plan for distributing the Summary Notices to the Settlement Class, and the plan for the Publication Notice's publication in print periodicals and on the internet, and finds that the Members of the Settlement Class will



receive the best notice practicable under the circumstances. The Court specifically approves the Parties' proposal to use reasonable diligence to identify potential class members and an associated mailing and/or email address in the Company's records, and their proposal to direct the ICA to use this information to send absent class members notice both via first class mail and email. The Court further approves the plan for the Publication Notice's publication in two national print magazines and on the internet. The Court also approves payment of notice costs as provided in the Settlement. The Court finds that these procedures, carried out with reasonable diligence, will constitute the best notice practicable under the circumstances and will satisfy.

FENLEY v. APPLIED CONSULTANTS, INC.

Case No. 2:15-cv-00259

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (June 16, 2016): The Court would note that it approved notice provisions of the settlement agreement in the proceedings today. That was all handled by the settlement and administrator Angeion. The notices were sent. The class list utilized the Postal Service's national change of address database along with using certain proprietary and other public resources to verify addresses. the requirements of Fed.R.Civ.P. 23(c)(2), Fed.R.Civ.P. 23(e) (l), and Due Process....

The Court finds and concludes that the mechanisms and methods of notice to the class as identified were reasonably calculated to provide all notice required by the due process clause, the applicable rules and statutory provisions, and that the results of ***the efforts of Angeion were highly successful and fulfilled all of those requirements*** [emphasis added].

FUENTES, ET AL. v. UNIRUSH, LLC d/b/a UNIRUSH FINANCIAL SERVICES, ET AL.

Case No. 1:15-cv-08372

The Honorable J. Paul Oetken, United States District Court, Southern District of New York (May 16, 2016): The Court approves, as to form, content, and distribution, the Claim Form attached to the Settlement Agreement as Exhibit A, the Notice Plan, and all forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits B-D, thereto, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Settlement Class of the pendency of the Actions, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.



IN RE: WHIRLPOOL CORP. FRONTLOADING WASHER PRODUCTS LIABILITY LITIGATION

MDL No. 2001/Case No. 1:08-wp-65000

The Honorable Christopher A. Boyko, United States District Court, Northern District of Ohio (May 12, 2016): The Court, having reviewed the proposed Summary Notices, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan for distributing and disseminating each of them will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

SATERIALE, ET AL. v. R.J. REYNOLDS TOBACCO CO.

Case No. 2:09-cv-08394

The Honorable Christina A. Snyder, United States District Court, Central District of California (May 3, 2016): The Court finds that the Notice provided to the Settlement Class pursuant to the Settlement Agreement and the Preliminary Approval Order has been successful, was the best notice practicable under the circumstances and (1) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, Due Process, and the rules of the Court.

FERRERA, ET AL. v. SNYDER'S-LANCE, INC.

Case No. 0:13-cv-62496

The Honorable Joan A. Lenard, United States District Court, Southern District of Florida (February 12, 2016): The Court approves, as to form and content, the Long-Form Notice and Short- Form Publication Notice attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits 1 and 2 to the Stipulation of Settlement. The Court also approves the procedure for disseminating notice of the proposed settlement to the Settlement Class and the Claim Form, as set forth in the Notice and Media Plan attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits G. The Court finds that the notice to be given constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution.

IN RE: POOL PRODUCTS DISTRIBUTION MARKET ANTITRUST LITIGATION

MDL No. 2328/Case No. 2:12-md-02328

The Honorable Sarah S. Vance, United States District Court, Eastern District of Louisiana (December 31, 2014): To make up for the lack of individual notice to the remainder of the class, the parties propose a print and web-based plan for publicizing notice. The Court welcomes the inclusion of web- based forms of communication in the plan. The Court finds that the proposed method of notice satisfies the requirements of Rule 23(c)(2)(B) and due process. The direct emailing of notice to those potential class members for whom Hayward and Zodiac have a valid email address, along with publication of notice in print and on the web, is reasonably calculated to apprise class members of the settlement. Moreover, the



plan to combine notice for the Zodiac and Hayward settlements should streamline the process and avoid confusion that might otherwise be caused by a proliferation of notices for different settlements. Therefore, the Court approves the proposed notice forms and the plan of notice.

SOTO, ET AL. v. THE GALLUP ORGANIZATION, INC.

Case No. 0:13-cv-61747

The Honorable Marcia G. Cooke, United States District Court, Southern District of Florida (June 16, 2015): The Court approves the form and substance of the notice of class action settlement described in ¶ 8 of the Agreement and attached to the Agreement as Exhibits A, C and D. The proposed form and method for notifying the Settlement Class Members of the settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to the notice. The Court finds that the proposed notice is clearly designed to advise the Settlement Class Members of their rights.

OTT v. MORTGAGE INVESTORS CORPORATION OF OHIO, INC.

Case No. 3:14-cv-00645

The Honorable Janice M. Stewart, United States District Court, District of Oregon (July 20, 2015): The Notice Plan, in form, method, and content, fully complies with the requirements of Rule 23 and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled thereto. The Court finds that the Notice Plan is reasonably calculated to, under all circumstances, reasonably apprise the persons in the Settlement Class of the pendency of this action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the Settlement Class.