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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

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

Plaintiffs,

v.

APPLE INC.,

Defendant.

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

PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Judge: Hon. Jeffrey S. White
Courtroom: 5, 2nd Floor
Date: February 14, 2025
Time: 9:00 a.m.

NOTICE OF MOTION AND MOTION

TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on February 14, 2025, at 9:00 a.m., or as soon thereafter as counsel may be heard by the above-captioned Court, in Courtroom 5 of the United States District Court for the Northern District of California, the Honorable Jeffrey S. White presiding, Plaintiffs Fumiko Lopez, Fumiko Lopez as guardian of A.L., a minor, John Troy Pappas, and David Yacubian ("Plaintiffs"), through their undersigned counsel and on behalf of the proposed Settlement Class, will and hereby do move this Court, pursuant to Federal Rule of Civil Procedure 23, for entry of an Order: (i) preliminarily certifying the proposed Settlement Class, designating Plaintiffs as Class Representative, and appointing Christian Levis of Lowey Dannenberg, P.C. and Erin Green Comite of Scott+Scott Attorneys At Law LLP as Class Counsel; (ii) preliminarily approving the Settlement with Apple Inc. ("Apple"); (iii) preliminarily approving the proposed plan of allocation; (iv) approving the proposed form and manner of issuing notice to the Settlement Class; (v) approving the proposed selection of the Settlement Administrator; and (vi) scheduling a Final Approval Hearing before the Court.

The Motion is based upon this Notice of Motion and Motion, the Memorandum of Law set forth below, the accompanying Joint Declaration of Christian Levis and Erin Green Comite and the exhibits attached thereto including the Settlement Agreement, the notice plan and the corresponding Declaration of Steven Weisbrot, the pleadings and records on file in this Lawsuit, the [Proposed] Preliminary Approval Order submitted herewith, and, should the Court deem a hearing necessary for preliminary approval, other such matters and argument as the Court may consider at the hearing of this Motion.

On these grounds, Plaintiffs respectfully request that the Court grant Plaintiffs' Motion and enter the proposed Preliminary Approval Order.

STATEMENT OF ISSUES TO BE DECIDED

1. Whether the proposed Settlement is within the range of fairness, reasonableness, and adequacy so as to warrant: (a) the Court's preliminary approval; (b) preliminary certification of the Settlement Class for settlement purposes; (c) dissemination of notice of its terms to Settlement Class Members; and (d) setting a hearing date to consider final approval of the Settlement as well as Plaintiffs' forthcoming application for attorneys' fees and expenses and service awards;

2. Whether the proposed plan for allocation of Settlement proceeds should be preliminarily approved.

3. Whether the proposed notice plan and forms of notice adequately apprise Settlement Class Members of the terms of the Settlement and their rights with respect to it; and

4. Whether the selection of Angeion Group as Settlement Administrator should be approved.

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MEMORANDUM OF LAW

I. INTRODUCTION

Plaintiffs Fumiko Lopez, Fumiko Lopez as guardian of A.L., a minor, John Troy Pappas, and David Yacubian ("Plaintiffs") seek preliminary approval of a class settlement with Defendant Apple Inc. ("Apple") in the above-captioned action ("Lawsuit") consisting of **$95,000,000** all-cash, non-reversionary common fund and additional non-monetary relief targeted at addressing the alleged privacy violations in this Lawsuit.[1] The Settlement, if approved, will resolve Plaintiffs' allegations that Siri Device purchasers' confidential or private communications were obtained by Apple and/or were shared with third parties without their consent as a result of an unintended Siri activation.

This Settlement is the product of more than five years of litigation and months of negotiations supervised by Mr. Fouad Kurdi of Resolutions, LLC, a skilled mediator with extensive experience resolving disputes in high stakes, complex litigation. The highly contentious nature of the litigation, use of a mediator, and substantive terms of the Settlement demonstrate that the resolution of the Lawsuit is the result of arms-length negotiation between parties who were well informed of the strengths and weaknesses of their respective positions.

Accordingly, Plaintiffs respectfully request that the Court: (i) preliminarily certify the Settlement Class for the purposes of preliminary approval, designate Plaintiffs as the Class Representatives, and appoint Christian Levis of Lowey Dannenberg, P.C. ("Lowey") and Erin Green Comite of Scott+Scott Attorneys At Law LLP ("Scott+Scott") as Class Counsel; (ii) preliminarily approve the proposed Settlement Agreement; (iii) preliminarily approve the proposed plan of allocation; (iv) approve the form and manner of providing Notice to members of the Settlement Class; (v) approve the proposed selection of the Settlement Administrator; and (vi) set a date, time, and place for a Final Approval Hearing.

II. THE PROPOSED SETTLEMENT

The key terms of the Settlement are summarized below, in accordance with the Northern District

[1] Unless otherwise defined herein, capitalized terms have the meanings ascribed to them in the Settlement Agreement and Release ("Settlement Agreement" or "Agreement"), attached as Exhibit 1, to the Joint Declaration of Christian Levis and Erin Green Comite (the "Joint Decl.") in support of this Motion. Unless otherwise noted, ECF cites are to the docket in this Lawsuit, and all internal citations and quotations are omitted.

of California's Procedural Guidance for Class Action Settlements ("Procedural Guidance" or "PG").[2]

A. PG 1(a): Class Definition

The proposed Settlement Class consists of "all individual current or former owners or purchasers of a Siri Device, who reside in the United States and its territories, whose confidential or private communications were obtained by Apple and/or were shared with third parties as a result of an unintended Siri activation between September 17, 2014 to the Settlement Date."[3] Settlement Agreement § 28. The definition excludes Apple; any entity in which Apple has a controlling interest; Apple's directors, officers, and employees; Apple's legal representatives, successors, and assigns; all judicial officers assigned to this case and their staff and immediate families. *Id*. The Settlement Class definition is modified from that in the SAC[4] to make it consistent with evidence to date. Specifically, the Settlement Class Period begins in 2014, as opposed to 2011, because that is when Siri first incorporated the voice triggered "Hey, Siri" feature that makes the unauthorized recording alleged in this case possible. The definition was also modified to include "owners" of Siri Devices, as opposed to just "purchasers," and dropped "household members" to reduce the potential for duplicative claims.

B. PG 1(b): The Claims to be Released

The Settlement releases the Apple Released Parties from damages and claims "arising out of or related to the allegations in . . . or the facts underlying the Complaint, including claims that, without the user's consent, Apple recorded, disclosed to third parties, or failed to delete, conversations recorded as the result of a Siri activation." Settlement Agreement § H.1. The release includes each of the claims alleged in the SAC, including claims for violation of the Wiretap Act, 18 U.S.C. § 2510, *et seq*. ("Wiretap Act") and the California Invasion of Privacy Act, Cal. Penal Code § 632 ("CIPA"). Apple will also release the Plaintiffs and Class Counsel from claims arising out of or related to the institution, prosecution, or settlement of the Lawsuit, except for claims relating to the enforcement of the Settlement or this

[2] In accordance with PG 1(d), there are no other cases that will be affected by this Settlement.

[3] The Settlement Date is December 31, 2024, when the Parties finalized and executed the Settlement Agreement.

[4] ECF No. 70 ¶ 83 ("All individual purchasers of a Siri Device, who reside in the United States and its territories, and members of their households, whose conversations were obtained by Apple and/or were shared with third parties without their consent from at least as early as October 12, 2011 to the present (the Class Period)").

Agreement, and for the submission of false or fraudulent claims for Settlement benefits. Settlement Agreement § H.2.

C. PG 1(c), 1(e), 1(g), 6, 7, 8: Settlement Relief and Allocations from the Settlement Fund

1. The Settlement Fund and Relief

Apple will pay $95,000,000 to create a non-reversionary common fund that will pay all approved settlement claims, notice and settlement administration costs (including any taxes owed by the Settlement Fund), any Court-approved Service Awards, and any Court-approved Attorneys' Fees and Expenses Payment. Settlement Agreement § 14. The Gross Settlement Amount reverts to Apple only if the Settlement Agreement is voided, cancelled, or terminated. Settlement Agreement § C.5.

The Net Settlement Amount will be distributed on a *pro rata* basis according to the number of Siri Devices that experienced an unintended Siri activation. Settlement Agreement § B.4-6. In the event the Settlement Class Members do not claim their payments more than 120 days after issuance of the Class Payment, these funds will be used to pay any unanticipated additional costs of settlement administration and then distributed to one or more *cy pres* recipients agreed upon by the Parties and approved by the Court. Settlement Agreement § B.12.

The Settlement also provides important non-monetary relief targeted at addressing the alleged violations by requiring Apple to (a) by six months after the Effective Date, confirm that Apple has permanently deleted individual Siri audio recordings collected by Apple prior to October 2019 and (b) publish a webpage further explaining the process by which users may opt in to the "Improve Siri" option on Siri Devices and the information Apple stores from users who choose to opt in to Improve Siri. Settlement Agreement § B.14.

2. Service Awards

Subject to Court approval, Plaintiffs will apply for service awards not to exceed $10,000 per Plaintiff as compensation for their time and effort serving as Class Representatives. As reflected in their respective declarations, Plaintiffs have spent substantial time on this action, assisted with the investigation and the drafting of the Complaint, sat for depositions, responded to Apple's discovery requests, communicated frequently with counsel, and stayed informed of the status of the Lawsuit. Joint Decl. ¶ 48. Apple reserves the right to object to or oppose Plaintiffs' Counsel's request for service awards. Settlement

Agreement § G.1.

3. Attorneys' Fees and Expense Award

Plaintiffs' Counsel will petition the Court for an award of attorneys' fees not to exceed 30% of the Settlement Fund ($28,500,000) plus reasonable litigation expenses not to exceed $1,100,000. Joint Decl. ¶ 47. The unaudited lodestar invested in this case by Plaintiffs' Counsel as of December 2024 is approximately $17,716,232.[5] *Id*. Based on this lodestar (which is provisional and subject to change), the proposed attorneys' fee would reflect a multiplier of 1.6. *Id*. The lodestar and expenses do not reflect the additional hours and costs Plaintiffs' counsel will incur to obtain final approval and administer the Settlement. *Id*. Apple reserves the right to object to or oppose Plaintiffs' Counsel's request for attorneys' fees and litigation costs and expenses. Settlement Agreement § G.2.

D. PG 1(f) & PG 2: Settlement Administration

The proposed Settlement Administrator, who Apple has consented to, is Angeion Group ("Angeion"). Joint Decl. ¶¶ 49-50. Class Counsel selected the Settlement Administrator after soliciting competing bids from three potential claims administrators, all of whom submitted responses that included email, U.S. mail, and digital notice plans, building a settlement website with an online claim filing portal, and proposed disbursement of Claim Payments via direct deposit, physical checks, and electronic payment methods. *Id*. ¶ 49.

Angeion has substantial experience administering class action settlements and has successfully administered more than 2,000 class action settlements. *Id.*; Declaration of Steven Weisbrot ("Weisbrot Decl.") ¶ 9. Based on the initial estimates of the class size, Angeion has estimated notice and administration costs of approximately $5,975,000, which is 6.3% of the Gross Settlement Amount. Joint Decl. ¶ 52; Weisbrot Decl. ¶ 52. Angeion has provided notice and administration services in more than two dozen class actions in the Northern District of California. *Id.*; Exhibit A to the Wiesbrot Decl. (listing cases). Angeion's full capabilities are further discussed in the accompanying declaration. *Id*. ¶¶ 9-12. Over the past two years, Lowey has utilized Angeion as a settlement administrator for two new engagements. Joint Decl. ¶ 51. Scott+Scott has not engaged Angeion during that same period. *Id*.

[5] Plaintiffs' Counsel will provide final figures for the total amount of litigation expenses and lodestar with their forthcoming motion for approval of attorneys' fees and expenses.

Angeion employs numerous control systems and procedures that meet or exceed relevant industry standards for securely handling class member data, including technical controls, administrative policies, and physical access controls for handling class data. *See* Weisbrot Decl. ¶¶ 44-46. Angeion accepts responsibility for the security of Class Member's information and data and has affirmed that it will not use, disseminate, or disclose such information to any other person or for any other purpose except effecting notice and claims administration. *Id.* ¶ 44. Angeion maintains a comprehensive insurance program in case of errors, including sufficient Errors & Omissions coverage. *Id.* ¶ 47.

Angeion estimates a claim rate range of 3-5% based on its experience administrating consumer data breach and data privacy settlements. *Id.* ¶¶ 48-49. This is consistent with claims rates in comparable data privacy settlements, which range between 0.4% and 13% (*see* Joint Decl., Ex. 2) as well as those in the FTC's 2019 study of consumer class actions.[6]

III. ARGUMENT[7]

A. Conditional Certification of the Settlement Class is Appropriate

As described below, the Settlement Class satisfies the requirements of Rule 23(a) and (b)(3), and provisional certification should be granted.

i. The Class Is Sufficiently Numerous

Rule 23(a)(1) requires that the class be so numerous that joinder of all members is impracticable. Fed. R. Civ. P. 23(a)(1); *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019 (9th Cir. 1998). Numerosity can be presumed when there are forty or more members. *Foster v. Adams & Assocs., Inc.*, No. 18-cv-02723-JSC, 2019 WL 4305538, at *3 (N.D. Cal. Sept. 11, 2019) ("[A]s a general matter, a class greater than forty often satisfies the [numerosity] requirement"); *Krommenhock v. Post Foods, LLC*, 334 F.R.D. 552, 562 n.2 (N.D. Cal. 2020) ("Courts generally find numerosity satisfied if the class includes forty or more members"). Here, the proposed Settlement Class includes, at least, tens-of-million of purchasers and owners of Siri Devices and easily meets this threshold. Joint Decl. ¶ 30.

[6] *See* Federal Trade Commission, *Consumers and Class Actions: A Retrospective and Analysis of Settlement Campaigns* (Sept. 2019), available at https://www.ftc.gov/system/files/documents/reports/consumers-class-actions-retrospective-analysis-settlement-campaigns/class_action_fairness_report_0.pdf.

[7] The factual background of this Lawsuit is summarized in the Joint Declaration.

ii. Common Questions of Law and Fact Exist

Commonality requires at least one question of law or fact common to the class. Fed. R. Civ. P. 23 (a)(2); *Hanlon*, 150 F.3d at 1019 ("All questions of fact and law need not be common to satisfy the [commonality requirement]"); *Foster*, 2019 WL 4305538, at *4 ("[T]he commonality requirement can be satisfied by even a single [common] question."). Courts in this Circuit find "[t]he existence of shared legal issues with divergent factual predicates is sufficient [to meet the commonality requirement], as is a common core of salient facts coupled with disparate legal remedies within the class." *Hanlon*, 150 F.3d at 1019.

Here, there are common questions of law and fact pertaining to Apple's alleged interception and recording of individuals' private communications by Siri Devices without their consent as the result of an unintended Siri activation. These common questions include, among others: (a) whether Siri Devices intercept or record individuals' conversations absent uttering a "trigger word"; (b) whether this practice violated state and federal privacy laws; and (c) whether Plaintiffs and Class Members sustained damages as a result of Apple's conduct, and, if so, what is the appropriate measure of damages or restitution. This is more than sufficient to establish commonality for the proposed Settlement Class.

iii. Plaintiffs' Claims Are Typical

Rule 23 requires that the claims of the representative plaintiffs be typical of the claims of the class. *See* Fed. R. Civ. P. 23 (a)(3). Typicality is met when "other members have the same or similar injury, . . . the action is based on conduct which is not unique to the named plaintiffs, and . . . other class members have been injured by the same course of conduct." *See Kanawi v. Bechtel Corp.*, 254 F.R.D. 102, 110 (N.D. Cal. 2008); *see Just Film, Inc. v. Buono*, 847 F.3d 1108, 1118 (9th Cir. 2017) (Plaintiffs need only demonstrate that they "endured a course of conduct directed against the class"). Here, Plaintiffs' claims arise "from the same event or practice or course of conduct that gave rise to the claims of other class members," *Ramirez v. TransUnion LLC*, 951 F.3d 1008, 1033 (9th Cir. 2020), that is, Apple's alleged recording of individuals' confidential or private communications without their consent as the result of an unintended Siri activation. Accordingly, Plaintiffs' claims are typical of the Settlement Class.

iv. Plaintiffs and Their Counsel Have Adequately Represented the Class

The adequacy prong of Rule 23 asks whether Named Plaintiffs will "fairly and adequately protect

the interests of the class." Fed. R. Civ. P. 23(a)(4). This determination turns on two questions: "whether any conflicts of interest exist between the named plaintiffs and the class members" and "whether the named [p]laintiffs' counsel will adequately protect the interests of the class." *Kanawi*, 254 F.R.D. at 110. Both components of "adequacy" are met here. Having experienced the same alleged misconduct, Plaintiffs have actively pursued this litigation on behalf of the Settlement Class Members with a shared interest in establishing Apple's liability and obtaining relief. Plaintiffs' conduct confirms that they have no conflicts or positions antagonistic to the Class. Joint Decl. ¶ 36. Further, Plaintiffs' Counsel and specifically proposed Class Counsel are more than adequate, as reflected by the work performed in this case, and their extensive experience in other complex class actions. *See* Joint Decl. ¶¶ 37-42, Exs. 3-6; *see also Scholl v. Mnuchin*, 489 F. Supp. 3d 1008, 1045 (N.D. Cal. 2020) ("a court may consider the proposed counsel's professional qualifications, skill, and experience, as well as such counsel's performance in the action itself").

v. Common Questions Predominate

A class action is appropriate under Rule 23(b)(3) if "questions of law or fact common to class members predominate over any questions affecting only individual members. . ." Fed. R. Civ. P. 23(b)(3). Predominance is met if the proposed classes are "sufficiently cohesive to warrant adjudication by representation." *Ruiz Torres v. Mercer Canyons Inc.*, 835 F.3d 1125, 1134 (9th Cir. 2016). So long as "one or more of the central issues in the action are common to the class and can be said to predominate, the action may be considered proper under Rule 23(b)(3) even though other important matters will have to be tried separately." *Tyson Foods, Inc. v. Bouaphakeo*, 577 U.S. 442, 453-54 (2016). In the settlement context, "[t]he focus is on whether a proposed class has sufficient unity so that absent members can fairly be bound by decisions of class representatives." *In re Hyundai & Kia Fuel Economy Litig.*, 926 F.3d 539, 558 (9th Cir. 2019). The Settlement Class is cohesive: all members of the Settlement Class purchased or owned Siri-enabled devices, and their claims turn on the extent, usage, and impact of Apple's alleged unauthorized recording as a result of an unintended Siri activation. Thus, common questions predominate for settlement purposes.

vi. Superiority Requirement Is Satisfied

"[T]he purpose of the superiority requirement is to assure that the class action is the most efficient

and effective means of resolving the controversy." *Wolin v. Jaguar Land Rover N. Am. LLC*, 617 F.3d 1168, 1175 (9th Cir. 2010). Rule 23(b)(3)'s non-exclusive factors are: "(A) the class members' interests in individually controlling the prosecution or defense of separate actions; (B) the extent and nature of any litigation concerning the controversy already begun by or against class members; (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and (D) the likely difficulties in managing a class action." Fed. R. Civ. P. 23(b)(3). All of the superiority factors considered under Fed. R. Civ. P. 23(b)(3) weigh in favor of certifying the Settlement Class. Managing these disputes in a single class action before a single judge is preferable and more manageable than millions of users bringing individual actions. The filing fees in such individual actions alone would likely exceed the value of any potential recovery, leaving no incentive for an individual to seek relief and, consequently, no adequate remedy achievable by Settlement Class Members.

vii. Lowey and Scott+Scott Should Be Appointed as Class Counsel

Under Rule 23, "a court that certifies a class must appoint class counsel" (Fed. R. Civ. P. 23(g)(1)) who "must fairly and adequately represent the interests of the class." Fed. R. Civ. P. 23(g)(4). In making this determination, the Court considers proposed counsel's: (1) work in identifying or investigating the potential claims, (2) experience in handling class actions, other complex litigation, and the types of claims asserted in the action, (3) knowledge of the applicable law, and (4) resources that it will commit to representing the class. Fed. R. Civ. P. 23(g)(1)(A)(i)-(iv). Lowey and Scott+Scott have extensive experience in prosecuting consumer privacy cases and consumer class actions. *See* Joint Decl. ¶¶ 39-40. Their zealous efforts, along with those of other Plaintiffs' Counsel, has resulted in substantial monetary recovery for Settlement Class Members. This strongly supports appointing Lowey and Scott+Scott as Class Counsel.

B. The Proposed Settlement Is Fair, Reasonable and Adequate

"[T]here is a strong judicial policy that favors settlements, particularly where complex class action litigation is concerned." *In re Syncor ERISA Litig.*, 516 F.3d 1095, 1101 (9th Cir. 2008); *Campbell v. Facebook, Inc.*, 951 F.3d 1106, 1121 (9th Cir. 2020) (same). The purpose of preliminary approval is for the Court to ascertain whether to notify the putative class members of the proposed settlement and to proceed with a fairness hearing. *See In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1080 (N.D.

Cal. 2007). Preliminary approval should be granted and notice of a settlement should be disseminated where "the proposed settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class, and falls within the range of possible approval." *Id.*; *see also Elder v. Hilton Worldwide Holdings, Inc.*, No. 16-cv-00278-JST, 2020 WL 11762284, at *3 (N.D. Cal. Apr. 29, 2020) ("The proposed settlement need not be ideal, but it must be fair, free of collusion, and consistent with counsel's fiduciary obligations to the class."). Ultimately, the Court's role is to ensure that the settlement is fundamentally fair, reasonable, and adequate. *Carlotti v. ASUS Computer Int'l*, No. 18-cv-03369-DMR, 2019 WL 6134910, at *3 (N.D. Cal. Nov. 19, 2019). District courts are instructed to balance several factors in making this determination: (1) "the strength of the plaintiff's 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"; and (6) "the experience and views of counsel."[8] *Hanlon*, 150 F.3d at 1026; *see also In re MacBook Keyboard Litig.*, No. 18 Civ. 2813-EJD, 2023 WL 3688452, at *5 (N.D. Cal. May 25, 2023) (same). Each supports approval here.

i. The Ninth Circuit's Factors Support Approval of the Settlement

1. *Hanlon* Factors

Plaintiffs have always believed in the strength of their case and that Apple would be held liable on the merits if the case proceeded to trial. If Plaintiffs were to succeed at trial on behalf of a nationwide class, Apple's potential liability could have been significant given the potential for statutory damages under the Wiretap Act and CIPA. Joint Decl. ¶ 44.

There is also significant risk that Plaintiffs would be unsuccessful and not recover anything for the Class, including the risk of obtaining class certification and maintaining that class action status through trial. Data privacy law is developing area of law posing inherent risks that a new decision could shift the

[8] In *Hanlon*, the Ninth Circuit also instructed district courts to consider "the reaction of the class members to the proposed settlement." *Hanlon*, 150 F.3d at 1026. This consideration is more germane to final approval and will be addressed at that time. *See Pipich v. O'Reilly Auto Enterprises, LLC*, No. 3:21-CV-01120-AHG, 2024 WL 2885342, at *10 (S.D. Cal. June 7, 2024) (explaining a full assessment of the fairness factors is not necessary at the preliminary approval stage and is "reserved" for final approval).

legal landscape as to the certifiability of a class, liability, and damages. *See Dexter's LLC v. Gruma Corp.*, No. 23-CV-212-MMA-AHG, 2023 WL 8790268, at *5 (S.D. Cal. Dec. 19, 2023) (finding risk of continued litigation favors approval of settlement given "the evolving legal landscape" of the law at issue in the case); *Torres v. Pet Extreme*, No. 1:13-CV-01778-LJO, 2015 WL 224752, at *6 (E.D. Cal. Jan. 15, 2015) (finding that the "risk that an opinion could issue changing the legal landscape in this relatively new area of [law]" favors approval of settlement), *adopted* 2015 WL 13653878 (Feb. 25, 2015). Apple's incentive to litigate this case aggressively, and intent to oppose any motion for class certification, compounds the risk to Plaintiffs and Settlement Class Members, weighing in favor of settlement here. *See Larsen v. Trader Joe's Co.*, No. 11-cv-05188-WHO, 2014 WL 3404531, at *4 (N.D. Cal. July 11, 2014) (citing *Rodriguez*, 563 F.3d at 966) ("settlement is favored where, as here, significant procedural hurdles remain, including class certification and an anticipated appeal.").

The estimated Settlement Class size is expected to be substantial; notice will be sent to all purchasers and owners of Siri Devices. The percentage of those who experienced an unintended Siri activation is not known. Although it is difficult to estimate what a jury would award, and what claims or class(es) would proceed to trial, the Settlement reflects approximately 10-15% of Plaintiffs expected recoverable damages. Joint Decl. ¶ 44.[9]

The amount provided by the Settlement also supports approval. The determination of "the fairness, adequacy, and reasonableness of the amount offered in settlement is not a matter of applying a particular formula." *Knapp v. Art.com, Inc.*, 283 F. Supp. 3d 823, 832 (N.D. Cal. 2017). In assessing the consideration available to Settlement Class Members in a proposed Settlement, "it is the complete package taken as a whole, rather than the individual component parts, that must be examined for overall fairness." *Nat'l Rural Telecommunications Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 527 (C.D. Cal. 2004). "[I]t is

[9] While Plaintiffs believe they would be able to succeed if the case proceeded to trial, Apple disputes any liability or that there are any recoverable damages and would vigorously defend itself at class certification and trial, Plaintiffs' risk-adjusted estimate of recoverable damages is 10% of the maximum damages available under the Wiretap Act, or in excess of $1.5 billion. Joint Decl. ¶ 44. This downward adjustment reflects, among other things, potential challenges to determining the number of those who experienced an unintended Siri activation during a confidential or private communication. Although CIPA provides a higher potential damages award, this would likely be available to a small fraction of class members and subsumed within the prior calculation, Plaintiffs estimate of recoverable damages also reflects the continued risk of litigation, including the risk of a lesser recovery or none at all.

well-settled law that a proposed settlement may be acceptable even though it amounts to only a fraction of the potential recovery that might be available to the class members at trial." *Id.*

Based on an estimated claims rate of approximately 3-5%, the Settlement will resolve Plaintiffs' and Settlement Class Members' claims in a range comparable to other actions involving similar data privacy claims. *See In re Facebook, Inc. Consumer Privacy User Profile Litig.*, 3:18-md-02843-VC (N.D. Cal.) (resolving data privacy class action involving statutory claims and over 250 million class members for $725 million); *Rivera v. Google LLC*, No. 2019-CH-00990 (Ill. Cir. Ct.) (resolving data privacy litigation involving statutory claims for $100 million); *Katz-Lacabe et al v. Oracle America, Inc.*, No. 3:22-cv-04792, ECF No. 132, at 6, 15 (N.D. Cal.) (resolving data privacy class action involving statutory claims and over 220 million class members for $115 million); *In re TikTok, Inc. Consumer Privacy Litig.*, No. 1:20-cv-04699, ECF No. 122, at 23 (N.D. Ill.) (resolving data privacy class action involving statutory claims and over 80 million class members for $92 million); *In re Facebook Internet Tracking Litig.*, No. 5:12-md-02314, ECF No. 232, at 4, 8 (N.D. Cal.) (resolving data privacy class action involving statutory claims and over 100 million class members for $90 million).

In approving a settlement, courts also consider whether class counsel had sufficient information to make an "informed decision" about the merits of the case and counsel's views on the settlement. *See In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000); *Miramontes v. U.S. Healthworks, Inc.*, No. CV15-05689-SJO-AFMx, 2017 WL 11633665, at *7 (C.D. Cal. Sept. 5, 2017). Discovery in this Lawsuit has been extensive, involving significant document production, depositions and motion practice. *See* Joint Decl. ¶¶ 15-20. Accordingly, Plaintiffs and Plaintiffs' Counsel were fully informed about the relevant facts and circumstances when negotiating and entering the proposed Settlement, supporting Plaintiffs' Counsel's view that the Settlement is fair, reasonable, and adequate.[10]

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

The Settlement is procedurally fair under Fed. R. Civ. P. 23(e)(2)(A) and (B). As discussed above,

[10] Separately, there are no "subtle signs" of collusion that would weigh against preliminary approval, as there is no clear sailing arrangement or reversion of funds, and the requested fee is not disproportionate to the total settlement. *See Roes, 1-2 v. SFBSC Mgmt., LLC*, 944 F.3d 1035, 1049 (9th Cir. 2019) (finding the district court erred in approving a settlement with a "clear sailing agreement," "disproportionate cash distribution of attorneys' fees," and "reversionary clauses that would return unclaimed funds to the defendants"). This too supports approval of the settlement.

Plaintiffs' interests here are aligned with other Settlement Class Members' interests, they have vigorously prosecuted this case, and they are represented by counsel with extensive experience who have more than adequately met the obligations and responsibilities of Class Counsel. *See* III.A.iv *supra*. Further, the Settlement is the result of extensive negotiations, assisted by a skilled mediator. The Parties engaged in mediation beginning in October 2024 after more than five years of hard-fought litigation. Joint Decl. ¶ 22. The mediation included one in-person session in October and multiple follow-up discussions over the following months, through which the Parties ultimately reached an agreement to settle. *Id*. The fact that the Settlement is based on extensive negotiation with the assistance of an experienced mediator, who analyzed the strengths and weaknesses of the Parties' positions, strongly supports Plaintiffs' Counsel's judgment that the Proposed Settlement is fair, reasonable, and adequate. *See Perks v. Activehours, Inc.*, No. 5:19-CV-05543-BLF, 2021 WL 1146038, at *5 (N.D. Cal. Mar. 25, 2021) (approving settlement achieved following "arm's-length negotiations . . . supervised by [an experienced neutral]" and involving experienced class counsel that had performed sufficient investigation "to make an informed decision about the Settlement and about the legal and factual risks of the case").

The relief itself is also substantively adequate under Fed. R. Civ. P. 23(e)(2)(C). Several of the factors considered under Rule 23(e)(2)(C) overlap with the *Hanlon* factors discussed above (*e.g.*, "the risk, expense, complexity, and likely duration of further litigation," "the risk of maintaining class action status throughout the trial," and "the amount offered in settlement."). *See* III.B.i.1, *supra*. As to "any agreement required to be identified by Rule 23(e)(3)," (Fed. R. Civ. P. 23(e)(2)(C)(iv)) the Parties have agreed that Apple has a right to terminate the agreement if a certain percentage of the Settlement Class opts out of the Settlement. This kind of agreement is common in class settlements, and does not affect the fairness, reasonableness, or adequacy of the proposed Settlement. *See Mandalevy v. BofI Holding, Inc.*, No. 3:17-CV-667-GPC-MSB, 2022 WL 4474263, at *9 (S.D. Cal. Sept. 26, 2022) (recognizing such "blow-up" provisions are "common and guard against the possibility that a sufficient number of class members opt out . . . such that [d]efendant's potential future liability is not reduced in a way that renders the settlement worthwhile"). Plaintiffs will provide this agreement to the Court for *in camera* review. *Smith v. Apple, Inc.,* No. 21-CV-09527-HSG, 2024 WL 4584576, at *5 (N.D. Cal. Oct. 25, 2024) (conducting *in camera* review of similar opt-out agreement and finding it "reasonable").

Regarding "the effectiveness of any proposed method of distributing relief to the class," "[a] claims processing method should deter or defeat unjustified claims, but the court should be alert to whether the claims process is unduly demanding." *Alvarez v. Sirius XM Radio Inc.*, No. CV 18-8605 JVS (SSX), 2020 WL 7314793, at *6 (C.D. Cal. July 15, 2020). Under the terms of plan of allocation in the proposed Settlement, Settlement Class Members who make valid claims will receive a *pro rata* payment based on the number of Siri Devices claimed, with a cap of $20 per device. Settlement Agreement § B.7. The claims process requires minimal effort, *i.e.*, "logging on to the Settlement Website and submitting a [c]laim there, or a Settlement Class Member may print the Claim [F]orm from that website and mail a filled-in hard-copy to the Settlement Administrator if they prefer." *Alvarez*, 2020 WL 7314793, at *6; Weisbrot Decl. ¶ 26. The Court should thus find that "this process is not unduly demanding, and that the proposed method of distributing relief to the Class is effective." *Alvarez*, 2020 WL 7314793, at *6.

As noted in III.C.3 *supra*, Plaintiffs' Counsel intend to seek an award of attorneys' fees not to exceed 30% of the Settlement Fund. Joint Decl. ¶ 47. Class Counsel will provide detailed information in support of its application in its motion for attorneys' fees and expenses, to be filed with the Court 35 days before the Objection and Exclusion Deadline. Based on the lodestar figures above, if the Court awarded the full 30% this would result in 1.6 multiplier, well within the range commonly awarded in class actions cases. *See generally Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050-52 & n.6 (9th Cir. 2002) (affirming 3.65 multiplier on appeal and finding that multipliers commonly range from 1.0 to 4.0). The requested fee is also fair in light of this extraordinary recovery and the significant time Plaintiffs' Counsel has devoted to this case on a contingency fee basis, with the threat of no recovery at all, absent successful resolution. It is also consistent with market rates, as reflected by awards made in similar cases in this District. *See, e.g.*, *In re Lidoderm Antitrust Litig.*, No. 14-md-02521-WHO, 2018 WL 4620695, at *1 (N.D. Cal. Sept. 20, 2018) (awarding one-third of $104.75 million settlement); *Grey Fox, LLC v. Plains All-Am. Pipeline, L.P.*, No. CV 16-03157 PSG (JEMX), 2024 WL 4267431 (C.D. Cal. Sept. 17, 2024) (awarding 33% of the $70 million settlement as attorney fees); *see also Waldbuesser v. Northrop Grumman Corp.*, No. CV 06-6213-AB (JCX), 2017 WL 9614818, at *3 (C.D. Cal. Oct. 24, 2017) (explaining "[s]everal courts have awarded attorney fees of one-third of a common fund" when counsel has "expended significant effort . . . in prosecuting the action."); *see also In re TikTok, Inc., Consumer Priv. Litig.*, 617 F. Supp. 3d 904, 942

(N.D. Ill. 2022), *appeal dismissed sub nom. In re Tiktok Inc., Consumer Priv. Litig.*, No. 22-2682, 2022 WL 19079999 (7th Cir. Oct. 12, 2022) (awarding 33% of the $92 million settlement fund as attorneys' fees noting "[t]he need to provide financial incentives for zealous and effective representation of consumers in legally and technologically complex data privacy cases such as this—especially in the age of pervasive social media—weighs in favor of granting the request").

"The final Rule 23(e)(2) factor is whether 'the proposal treats class members equitably relative to each other.'" *Perks*, 2021 WL 1146038, at *6 (citing Fed. R. Civ. P. 23(e)(2)(D)). There is no preferential treatment here because any Settlement Class Member may make a claim and be paid a *pro rata* portion of the Settlement up to a certain amount. *See* Settlement Agreement § B.7. Courts in this District have found that allocating settlement benefits among class members in this manner is equitable. *See In re Extreme Networks, Inc. Sec. Litig.*, No. 15-CV-04883-BLF, 2019 WL 3290770, at *8 (N.D. Cal. July 22, 2019) (finding *pro rata* distribution equitable).[11] Finally, any undistributed funds will go as a *cy pres* distribution. Thus, this factor weighs in favor of granting approval.

C. The Proposed Notice Program Should Be Approved

Pursuant to Federal Rule of Civil Procedure 23(c)(2)(B), the notice program must provide "the best notice that is practicable under the circumstances[.]" *Evans v. Linden Rsch., Inc.*, No. C-11-01078 DMR, 2013 WL 5781284, at *5 (N.D. Cal. Oct. 25, 2013). Utilizing contact information in Apple's possession, the Settlement Administrator will disseminate Email Notice directly to Settlement Class Members. *See* Settlement Agreement § F.3; F.5.c. The Email Notice will include text describing the key terms of the Settlement in addition to providing a link the Settlement Website, which will host additional documents and information, such as the Full Class Notice, Settlement Agreement, and any updates relating to the final fairness hearing or deadlines in the case. *See id*. The Settlement Website will be published prior to or contemporaneously with Class Notice. The Parties and the Settlement Administrator will also develop a Publication Notice, consisting of a print and digital media campaign, which shall inform

[11] The service awards requested for Plaintiffs are reasonable and therefore do not constitute inequitable treatment of class members. *See Katz-Lacabe v. Oracle Am., Inc.*, No. 3:22-CV-04792-RS, 2024 WL 4804974, at *6 (N.D. Cal. Nov. 15, 2024) (finding the requested service awards of $10,000 each to class representatives is reasonable); *Granados, v. Hyatt Corp.,* No. 23-CV-01001-H-VET, 2024 WL 3941828, at *10 (S.D. Cal. Aug. 26, 2024) (same).

Settlement Class Members of the fact of the Settlement and that Settlement information is available on the Settlement Website. Settlement Agreement § F.4. Following dissemination of the Email and Publication Notice, the Parties will confer with the Settlement Administrator to determine whether additional email, direct postcard, or publication notice to some or all of the Settlement Class is warranted and cost-effective. *See* Weisbrot Decl. ¶ 15. The Settlement Administrator will also establish a toll-free telephone number where Settlement Class Members can receive instructions for accessing the Settlement information. Settlement Agreement § 5.b.

Several courts have approved similar notice plans, recognizing that email is the most reliable means of notification for Settlement Class Members where, as here, many (if not all) Settlement Class Members would have provided an email address when registering to use a Siri Device. *See In re Classmates.com Consol. Litig.*, No. C09-45RAJ, 2010 WL 11684544, at *3 (W.D. Wash. Apr. 19, 2010) (granting preliminary approval and finding email notice "an excellent option here" where "every class member provided an e-mail address to [the defendant] in the process of registering as a user"); *Opperman v. Kong Techs., Inc.*, No. 13-CV-00453-JST, 2017 WL 11676126, at *5 (N.D. Cal. July 6, 2017) (approving the notice plan which will provide "email notice to every user who downloaded and registered for the app during the relevant time period"); *Shahar v. Hotwire, Inc.*, No. 12-CV-06027-JSW, 2014 WL 12647737, at *2 (N.D. Cal. July 25, 2014) (recognizing the "direct e-mail notice" plan was "the best notice practicable under the circumstances"); *Stewart v. Apple Inc.*, No. 19-CV-04700-LB, 2022 WL 3013122, at *5 (N.D. Cal. Feb. 17, 2022) (same).

IV. CONCLUSION

Plaintiffs respectfully submit that the Court should grant Plaintiffs' Motion and enter the proposed Order provisionally certifying the proposed Settlement Class, appointing Plaintiffs as Class Representatives, appointing Lowey and Scott+Scott as Class Counsel, preliminarily approving the Settlement with Defendants, preliminarily approving the proposed plan of allocation, approving the proposed form and manner of notice to the Settlement Class, approving the proposed selection of the Settlement Administrator, and setting a date for the Final Approval Hearing.

Dated: December 31, 2024

Respectfully submitted:

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CERTIFICATE OF SERVICE

I, Christian levis, certify that on December 31, 2024 the foregoing document entitled Joint Declaration In Support Of Plaintiffs' Unopposed Motion For Preliminary Approval Of Class Action Settlement was filed electronically in the Court's ECF; thereby upon completion the ECF system automatically generated a "Notice of Electronic Filing" as service through CM/ECF to registered e-mail addresses of parties of record in this case.

/s/ *Christian Levis*

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

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

Plaintiffs,

v.

APPLE INC.,

Defendant.

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

JOINT DECLARATION IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Judge: Hon. Jeffrey S. White
Courtroom: 5, 2nd Floor
Date: February 14, 2025
Time: 9:00 a.m.

We, Christian Levis and Erin Green Comite, declare under penalty of perjury pursuant to 28 U.S.C. § 1746 as follows:

1. I, Christian Levis, am a partner at the law firm of Lowey Dannenberg, P.C. ("Lowey"). I am admitted *pro hac vice* to this Court to represent Plaintiffs in the above captioned matter (the "Lawsuit").

2. I, Erin Green Comite, am a partner at the law firm of Scott+Scott Attorneys at Law LLP ("Scott+Scott"). I am admitted *pro hac vice* to this Court to represent Plaintiffs in the Lawsuit.

3. We respectfully submit this Joint Declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion"). We have been actively involved in this case since before the Lawsuit was originally filed on August 7, 2019, and are familiar with the proceedings, and have personal knowledge of the matters stated herein.

4. Attached as **Exhibit 1** is a true and correct copy of the Settlement Agreement and Release ("Settlement Agreement" or "Agreement") entered into by the Parties to this Lawsuit. Attached to the Settlement Agreement are the proposed Full Class Notice (Exhibit A), Email Notice (Exhibit B), Postcard Notice (Exhibit C), and the proposed Preliminary Approval Order (Exhibit D), which has also been separately filed with the Court in connection with this Motion. Unless otherwise noted, all capitalized terms shall have the same meaning as set forth in the Settlement Agreement, and all ECF citations are to the docket in this Lawsuit.

5. Attached as **Exhibit 2** is a chart detailing the settlements in comparable cases pursuant to Northern District of California's Procedural Guidance for Class Action Settlements, Procedural Guideline 11.

6. Attached as **Exhibit 3** is Lowey's firm resumé.

7. Attached as **Exhibit 4** is Scott+Scott's firm resumé.

8. Attached as **Exhibit 5** is the firm resumé of Lexington Law Group, LLP ("LLG").

9. Attached as **Exhibit 6** is the firm resumé of Wood Law Firm.

A. Factual Background

10. Siri is a virtual voice assistant that allows users to ask questions and give instructions for everyday tasks such as setting an alarm, driving directions, or playing music, with their voice. Apple first

released Siri October 4, 2011. Over time, Apple pre-installed Siri on most devices it manufactured, including iPhones, iPads, Apple Watches, MacBooks, iMacs, HomePods, iPod touches, and Apple TVs, which then users had the ability to enable if they chose.

11. Plaintiffs allege that on September 17, 2014, Apple released an iOS update that allowed users to activate the assistant using their voice by saying "Hey, Siri." Siri was not supposed to activate, and Apple was not supposed to receive audio recordings from users' devices, unless they said "Hey, Siri."

12. On July 26, 2019, an article published in *The Guardian* alleged that Siri activated and recorded audio from millions of private conversations where Siri users did not say "Hey, Siri" ("False Accepts"). ¶¶ 5, 69-72.[1] As reported by *The Guardian*, Apple allegedly disclosed these recordings to third party human reviewers who listened to and transcribed the audio as part of an effort improve Siri and Apple's dictation service.[2]

13. Plaintiffs filed their initial complaint on August 7, 2019, alleging violations of Plaintiffs' and Class Members' privacy rights resulting from Apple's alleged systematic collection of users' confidential communications through Apple's proprietary devices equipped with the voice assistant Siri, without users' knowledge or consent. Class Action Complaint, ECF No. 1 ¶¶ 3-4, 26, 32, 36, 56, 59, 64, 80, 85. Apple moved to dismiss, and after full briefing, the Court, on February 10, 2021, granted Apple's motion with leave to amend. ECF No. 65.

14. On March 17, 2021, Plaintiffs filed the SAC, which added new allegations in response to the Court's February 10, 2021 order, including descriptions of specific instances where Apple allegedly recorded Plaintiffs' confidential communications without consent. ¶¶ 19-51, 98-192. On September 2, 2021, the Court granted in part and denied in part Apple's motion to dismiss the SAC, sustaining Plaintiffs' claims for violation of the Federal Wiretap Act, 18 U.S.C. § 2510, *et seq.* ("Wiretap Act"), California Invasion of Privacy Act, § 632 ("CIPA"), intrusion upon seclusion, invasion of privacy under Article I, Section 1 of the California Constitution, breach of contract, and for declaratory and other equitable relief

[1] Unless otherwise indicated, all "¶" citations refer to the Second Amended Class Action Complaint ("SAC" or "Complaint"). ECF No. 70.

[2] Alex Hern, *Apple contractors 'regularly hear confidential detail' on Siri recordings*, *The Guardian* (Jul. 26, 2019), https://www.theguardian.com/technology/2019/jul/26/applecontractors-regularly-hear-confidential-details-on-siri-recordings.

under the Declaratory Judgment Act, 28 U.S.C. § 2201. ECF No. 77.

15. Thereafter, the Parties engaged in extensive discovery. Specifically, Plaintiffs served two sets of Requests for Production of Documents, Interrogatories, as well as answered discovery requests from Apple. In response to Plaintiffs' discovery requests, Apple produced, and Plaintiffs' Counsel reviewed, over 102,467 documents. Plaintiffs' Counsel also served twelve Rule 45 subpoenas on third parties, who in turn produced hundreds of additional documents.

16. Obtaining this discovery was not easy. The Parties held over 100 meet and confers during the discovery period and briefed multiple discovery disputes. For example, the Parties heavily litigated issues relating to:

- Apple's production of certain data relating to False Accepts (ECF No. 141);
- sampling protocol (ECF Nos. 148, 184, 197, 198);
- review of human grading software and associated data (ECF No. 138);
- motions to compel production of documents and supplemental responses (ECF Nos. 141, 171-3).

17. The Parties spent considerable time taking and/or defending depositions. For instance, the Rule 30(b)(6) deposition alone involved eleven Apple employees. Plaintiffs' Counsel ultimately took depositions of eleven Apple witnesses, two former Apple employees, one third party witness, and defended the depositions of each of the four Plaintiffs.

18. Plaintiffs' Counsel also worked extensively with the evidence and their experts to develop Plaintiffs' anticipated motion for class certification. This was extremely time consuming as it involved grappling with complex technological issues, as well as developing valuation models for each of the theories of damage asserted in the Lawsuit. Plaintiffs also worked with experts to extrapolate False Accept rates and other metrics from millions of data points Apple produced as a result of the data sampling ordered by the Court.

19. Plaintiffs also moved for sanctions pursuant to Rule 37(e)(1)-(2) to address the issue of spoliation of certain data that Plaintiffs alleged should have been preserved. *See* ECF No. 244. The Court granted Plaintiffs' motion for sanctions, ECF Nos. 280, 291, 311 (collectively "Sanctions Order"), finding that Apple had a "duty to preserve relevant evidence." ECF No. 311 at 10. Apple filed a motion for reconsideration of the Sanctions Order, which Magistrate Judge Sallie Kim denied. ECF No. 318.

20. Apple thereafter filed a motion for relief from non-dispositive pretrial order of magistrate judge (ECF No. 327), and the Court set a briefing schedule for this motion on August 12, 2024. ECF No. 328.

B. Settlement Negotiations

21. While the discovery disputes referenced above were ongoing, the Parties agreed to commence settlement discussions in the hopes of obtaining a resolution of the Lawsuit. The parties retained Mr. Fouad Kurdi ("Mr. Kurdi") of Resolutions, LLC, an experienced mediator to oversee the Parties' discussions. Prior to the engaging in mediation, the Parties exchanged detailed mediation statements and engaged in numerous communications with Mr. Kurdi. To that end, on August 15, 2024, the Parties filed a stipulation to modify the case management schedule and extend all deadlines pending mediation, which the Court granted. ECF No. 329; ECF No. 330.

22. The Parties mediated before Mr. Kurdi on October 1, 2024. During the mediation, the Parties participated in substantive discussions regarding the strengths and weaknesses of their cases, the available evidence, and the factual and legal claims and issues, and also explored the realities of continued litigation, including the likelihood of successfully prosecuting or defending the Lawsuit. At the conclusion of the in-person session, the Parties did not reach a settlement; however, they agreed to continuing mediation.

23. The Parties proposed holding another mediation session in January 2025 with Mr. Kurdi. To that end, the Parties once again sought an extension of the case schedule pending the second mediation, which the Court granted. ECF No. 333; ECF No. 334.

24. Following the first mediation, the Parties continued their settlement discussions and with Mr. Kurdi's assistance, reached agreement on December 18, 2024 to settle the Lawsuit for $95 million.

25. In following days, the Parties negotiated the material terms of the Settlement. On December 31, 2024, the Parties finalized and executed the Settlement Agreement, attached as Exhibit 1 hereto.

C. Key Settlement Terms and Plan of Allocation

26. The Settlement Agreement provides an all-cash, non-reversionary common fund recovery of $95,000,000. Settlement Agreement § 14. The common fund will be used to pay all approved claims by Settlement Class Members, Notice and Settlement administration costs (including any taxes owed by

the Settlement fund), any Court-approved Service Awards to Plaintiffs, and any Court-approved Attorneys' Fees and Expenses Payment. *Id*.

27. In addition, the Settlement provides non-monetary relief that requires Apple to (a) confirm permanent deletion of individual Siri audio recordings collected by Apple prior to October 2019, and (b) publish a webpage further explaining the process by which users may opt in to the "Improve Siri" option on Siri Devices, and the information Apple stores from users who choose to opt in to Improve Siri, within six months following the Effective Date of the Settlement. Settlement Agreement § B.14.

28. In exchange, Named Plaintiffs and Settlement Class Members ("Releasing Parties") will release the Apple Released Parties from claims arising out of or related to the allegations in the Complaint or the facts underlying the Complaint (the "Named Plaintiffs and Settlement Class Members' Released Matters"), including claims that, without the user's consent, Apple recorded, disclosed to third parties, or failed to delete, conversations recorded as the result of a Siri activation. Settlement Agreement § H.1. Apple will also release the Plaintiffs and Class Counsel from claims relating to the institution, prosecution, or settlement of the Lawsuit, except for claims relating to the enforcement of the Settlement or this Agreement, and for the submission of false or fraudulent claims for Settlement benefits. § H.2.

29. Settlement Class Members may submit claims for up to five Siri Devices on which they claim to have experienced an unintended Siri activation during a conversation intended to be confidential or private. Settlement Class Members who submit valid claims shall receive a *pro rata* portion of the Net Settlement Amount for a Class Payment up to a cap of $20 per Siri Device. The amount available to Settlement Class Members will increase or decrease *pro rata* depending on the total number of valid claims submitted, and Siri Devices claimed. Depending on the total number of valid claims, this Plan of Allocation is subject to modification by agreement of the Parties without further notice to members of the Settlement Class, provided any such modification is approved by the Court. Settlement Class Members will be given the option of providing information to the Settlement Administrator to receive payment by physical check, electronic check, or Automated Clearing House ("ACH," a/k/a direct deposit). Settlement Agreement § B.7.

30. Apple will provide information to be used to contact the Settlement Class, via secure means. Settlement Agreement § F.3. Based on the information available to Plaintiffs' Counsel, the

Settlement Class may include up to tens-of-millions of purchasers and owners of Siri Devices. Purchasers and owners of Siri Devices will be provided a unique claimant code and will be asked to complete the Claim Form with that code. Settlement Agreement, Ex. A. The Claim Form will allow each Settlement Class Member to select the method by which he or she will receive the Class Payment, either via ACH, physical check, or an electronic check.

31. Based on the information provided by the proposed Settlement Administrator, Angeion Group ("Angeion"), Plaintiffs' Counsel expect that the claims rate for a settlement of this size to be between 3-5%. *See* Declaration of Steven Weisbrot (the "Weisbrot Declaration" or "Weisbrot Decl.") ¶ 49. To the extent there are unclaimed payments, those funds will be distributed to one or more *cy pres* recipients, to be agreed upon by the Parties and submitted to the Court for approval, whose work is closely related to the issues raised by this Lawsuit and/or furthers the objectives of this Settlement Agreement. Settlement Agreement § B.13.

32. To the best of our knowledge, there are no other cases pending that would be impacted by this Settlement.

33. This Settlement is consistent with other settlements that have been approved involving analogous claims. *See* Exhibit 2 (providing examples of several recent class action settlements by the claims being released, total settlement fund, total number of class members, total number of class members to whom notice was sent, method(s) of notice, number and percentage of claim forms submitted, average recovery per class member, amount of *cy pres* distributions, administrative costs, attorneys' fees and costs, total exposure if the plaintiffs had prevailed on every claim, and injunctive and non-monetary relief).

D. Plaintiffs' Counsel's Support of the Proposed Settlement

34. The Settlement Agreement represents the culmination of years of litigation and intense arm's-length negotiations between the Parties. The assistance by Mr. Kurdi, a well-respected mediator with extensive experience in mediating settlements for a range of high stakes, complex litigation, including data privacy disputes, was essential in helping Plaintiffs achieve a fair, reasonable and adequate Settlement that provided significant benefit to the Settlement Class. Mr. Kurdi's presence also confirms that there was no collusion in connection with the Settlement reached in this case or any related negotiations.

35. While Plaintiffs believe that their claims have substantial merit, they also recognize the risks involved in continued litigation of this Lawsuit. Plaintiffs and Plaintiffs' Counsel have taken into account the risks involved with continued litigation and believe that this Settlement is a fair and reasonable resolution that will provide guaranteed relief to the Class. Plaintiffs therefore now submit the Settlement for preliminary approval.

36. Plaintiffs have actively participated in the Lawsuit from the time their claims were filed. Plaintiffs assisted Plaintiffs' Counsel in drafting the pleadings and other papers filed in the Lawsuit, consulted with Plaintiffs' Counsel as needed, answered discovery requests and provided additional information, sat for their depositions, participated in strategy and Settlement discussions with Plaintiffs' Counsel, and otherwise assisted in representing the interests of the Settlement Class. Plaintiffs understand the nature of their claims, as well as their duties and responsibilities as Class Representatives. They have no interests antagonistic to the members of the Settlement Class.

37. Plaintiffs' Counsel's thorough investigation, coupled with the document discovery and depositions conducted, has afforded Plaintiffs' Counsel a significant understanding of the merits of the claims asserted, the strength of Apple's defenses, and the values of theoretical outcomes of the Lawsuit.

38. In addition, Plaintiffs' Counsel are experienced in class action litigation, including consumer-related actions, and have recovered billions of dollars on behalf of their clients in class actions nationwide.

39. Lowey has substantial experience in class action litigation, having been at the forefront of consumer fraud class actions for over fifty years. *See* Exhibit 3 (Lowey's resumé). This includes data privacy matters, where Lowey both leads the prosecution of several large ongoing class actions and has obtained significant recoveries for class members. *See, e.g. id*. at 2 (identifying *In re Wawa Data Security Litig*., 19-CV-6019 (E.D. Pa.), where Lowey is co-lead counsel as the third largest data breach settlement of 2023).

40. Scott+Scott is a nationally recognized class action law firm with over one hundred attorneys dedicated to complex and class action litigation, representing individuals, businesses, and public and private pension funds in consumer, antitrust and securities class actions who have recovered billions of dollars for their clients and the classes they have represented. *See* Exhibit 4 (Scott+Scott's resumé).

41. LLG is a public interest law firm specializing in class action and environmental litigation. LLG's tireless efforts over the last three decades representing consumers and non-profits have helped to recover millions of dollars for consumers, removed toxic chemicals from everyday consumer products, and achieved wide ranging changes to harmful industry practices via injunctive relief. *See* Exhibit 5 (LLG's resumé).

42. The Wood Law Firm has over 30 years of mass tort and class action litigation experience. Mr. Wood has served in leadership positions in various successful multidistrict and state court joint complex matters. Significant favorable client results have been obtained in Hawai'i bad faith insurance matters, California wildfires and antitrust litigation. *See* Exhibit 6 (Wood Law Firm's resumé).

43. Based on their collective experience in similar matters, Plaintiffs' Counsel believes the proposed Settlement is fair, reasonable, and adequate, is likely to be approved by the Court after the Final Approval Hearing, and notice should be issued to the Settlement Class concerning the Settlement.

44. Based upon the claims sustained in the case, Plaintiffs estimate the total damages to the Class in excess of $1.5 billion. While this figure is defensible, Plaintiffs recognize that they face risks at class certification and that obtaining the total damages at trial would be a challenge, given Apple's denial of liability and intent to defend against class certification and at trial. Indeed, Apple would likely challenge the loss calculation methodology as well as causation and other elements of Plaintiffs' claims. Accordingly, the Settlement provides certain monetary relief of approximately 10% of the total losses of the Settlement Class after some adjustments accounting for potential challenges.

45. Plaintiffs' Counsel have fully investigated and developed this Lawsuit, reviewed thousands of documents that Apple and third parties produced and taken and defended fact witness depositions in order to meaningfully assess the strength of Plaintiffs' claims. Plaintiffs' Counsel have also worked with experts, engaged in significant motion practice, and will continue to vigorously represent the interests of the Settlement Class.

46. Plaintiffs' Counsel prosecuted the Lawsuit on a contingent basis and advanced all associated out-of-pocket costs, as well as all associated attorney and staff time, with no expectation of recovery of costs or payment of fees in the event the Lawsuit did not result in recovery for the Settlement Class.

E. Attorneys' Fees and Expenses Awards

47. Plaintiffs' Counsel have undertaken this litigation on a wholly contingent basis. In connection with the final approval of this Settlement, Plaintiffs will ask the Court for an attorneys' fee award of no more than 30% of the Gross Settlement Amount ($28,500,000) plus litigation expenses not to exceed $1.1 million. The unaudited lodestar invested in this case by Plaintiffs' Counsel as of December 2024 is approximately $17,716,232. The lodestar and expenses do not reflect the additional hours and costs Plaintiffs' Counsel expect to incur to obtain final approval and administer the Settlement. If this lodestar remains unchanged, which is unlikely, the lodestar multiplier would approximately 1.6 if the Court awarded the requested 30% fee.

F. Service Awards

48. Plaintiffs will apply for Service Awards not to exceed $10,000 per Plaintiff, as appropriate compensations for their time and effort serving as Plaintiffs and putative Class Representatives. Plaintiffs have spent substantial time on this Lawsuit, including assisting with the investigation, providing critical information for the Complaint, cooperating with the production of documents, and in the case of Fumiko Lopez, David Yacubian, and John Troy Pappas, sitting for depositions. Plaintiffs have been in contact with Plaintiffs' Counsel frequently and have stayed informed of the status of the Lawsuit.

G. Proposed Notice Plan and Settlement Administrator

49. Plaintiffs have selected Angeion as the proposed Settlement Administrator following a competitive selection process that involved the solicitation of proposals from three leading notice and settlement administrators. Angeion has substantial experience administering class action settlements and has successfully administered over 2,000 class action settlements. All firms responding to the solicitation provided bids that included issuing direct notice by email. The proposals also included the ability to send postcard notice by U.S. Mail if, following dissemination of Email Notice and Publication Notice, the Parties and the Settlement Administrator determine that direct Postcard Notice to some or all of the Settlement Class is warranted and cost-effective. The bids also included various modes of claim payment, including direct deposit, physical check and electronic payment methods. In addition, a digital and print media notice option was provided by each, by which to publish a Publication Notice substantially in the form of Email Notice and Full Class Notice as described in the Settlement Agreement. Finally, all

respondents proposed building a settlement website that would host all important settlement documents and notices and provide an online claim filing portal and hosting a toll-free number where members of the Settlement Class can receive instructions for accessing Settlement information.

50. Apple has consented to the selection of Angeion as the Settlement Administrator.

51. Angeion has been selected by Lowey to serve as the notice and/or settlement administrator for two engagements during the past two years. Scott+Scott has not utilized Angeion in any new engagements during the past two years.

52. The Notice plan for this Settlement involves sending direct Notice via email to all reasonably identifiable members of the Settlement Class using information based on Apple's records, in substantially the same form as the Email Notice, along with the development of a state-of-the-art media notice campaign, and establishment of a dedicated Settlement Website and toll-free telephone line where members of the Settlement Class can obtain more information about their rights and options under the terms of the Settlement. *See* Weisbrot Decl. ¶¶ 14-23; *see also* Settlement Agreement § F.3; F.5.c. The Email Notice will include text describing the key terms of the Settlement in addition to providing a link the Settlement Website, which will host additional documents and information, such as the Full Class Notice, the Settlement Agreement, the Preliminary Approval Order and any updates relating to the final fairness hearing or deadlines in the case. *See* Settlement Agreement, Exhibit B; Weisbrot Decl. ¶ 26. The Email Notice will also provide basic background information about the Lawsuit and the Settlement. The Parties and the Settlement Administrator will also develop a Publication Notice, which shall inform members of the Settlement Class of the fact of the Settlement and that Settlement information is available on the Settlement Website. Settlement Agreement § F.4; Weisbrot Decl. ¶ 24. Following the completion of the initial Notice, the Parties will confer with the Settlement Administrator to determine whether additional email, direct postcard, or publication Notice to some or all of the Settlement Class is warranted and cost-effective. *See* Weisbrot Decl. ¶ 15. The Notice plan also includes establishment of a toll-free number by the Settlement Administrator where members of the Settlement Class will be provided with responses to frequently asked questions and essential information regarding the Settlement. *Id.* ¶ 29. Settlement Agreement § F.5.b. Based on the initial estimates of the class size, Angeion has estimated Notice and administration costs of approximately $5,975,000, which is 6.3% of the Gross Settlement

Amount. *See* Weisbrot Decl. ¶ 50.

53. The Weisbrot Declaration is also being filed concurrently. The Weisbrot Declaration further describes Angeion's proposed Notice plan, its capabilities, the procedures for securely handling Settlement Class member data, its maintenance of insurance in case of errors or omissions, and the anticipated administrative costs. All Notice and Settlement administration costs will be paid from the Gross Settlement Amount. Settlement Agreement § 14.

54. Pursuant to the Settlement Agreement, Apple is responsible for complying with its obligations under the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715(b). With Angeion's assistance, Apple will provide the notice of the Settlement to the appropriate state and federal officials. Apple is also solely responsible for the cost of the CAFA notice. Settlement Agreement § C.3.

I declare, under penalty of perjury, that the foregoing is true and correct. Executed on December 31, 2024, in White Plains, New York.

Christian Levis

I declare, under penalty of perjury, that the foregoing is true and correct. Executed on December 31, 2024, in New York, New York.

Erin Green Comite

CERTIFICATE OF SERVICE

I, Christian Levis, certify that on December 31, 2024 the foregoing document entitled Joint Declaration In Support Of Plaintiffs' Unopposed Motion For Preliminary Approval Of Class Action Settlement was filed electronically in the Court's ECF; thereby upon completion the ECF system automatically generated a "Notice of Electronic Filing" as service through CM/ECF to registered e-mail addresses of parties of record in this case.

/s/ *Christian Levis*

EXHIBIT 1

(To the Joint Declaration ISO Motion for Preliminary Approval)

EXECUTION VERSION

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is made and effective as of December 31, 2024 (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 Fumiko Lopez, Fumiko Lopez as guardian of A.L., a minor, John Troy Pappas, and David Yacubian ("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" means Apple's counsel of record in this Lawsuit.

2. "Attorneys' Fees and Expenses Payment" means the amount of attorneys' fees and reimbursement of costs and expenses awarded to Plaintiffs' Counsel by the Court from the Gross Settlement Amount.

3. "Claimant" means a Settlement Class Member who has made a claim to a share of the Net Settlement Amount.

4. "Claim Form" means the form for Settlement Class Members to make a claim to a share of the Net Settlement Amount, and is forthcoming from the Parties.

5. "Claim Period" means the period of time ending 135 days after entry of the Preliminary Approval Order.

6. "Class Counsel" means Christian Levis of Lowey Dannenberg, P.C. and Erin Green Comite of Scott + Scott Attorneys at Law LLP.

7. "Class Representatives" or "Plaintiffs" or "Named Plaintiffs" means Fumiko Lopez, Fumiko Lopez as guardian of A.L., a minor, John Troy Pappas, and David Yacubian.

8. "Class Payment" means the amount to be paid to a Claimant who is eligible to receive a share of the Net Settlement Amount under this Settlement Agreement.

9. "Effective Date" means 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. If the Final Judgment is set aside, materially modified, or overturned by the trial court or on appeal, and is not fully reinstated on further appeal, the Final Judgment shall not become Final. 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' Fees and Expenses Payment 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.

10. "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 45 days after the Objection and Exclusion Deadline, or on such date as set by the Court.

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

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

13. "Full Class Notice" means 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.

14. "Gross Settlement Amount" means $95,000,000.00, which constitutes the total amount of non-reversionary funds that will comprise the Class Payment; the costs of Notice and the costs of administering the Settlement, as set forth in Section F below; any Attorneys' Fees and Expenses Payment to Plaintiffs' 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 distribution to the *cy pres* recipients as set forth in Section B.13 below.

15. "Lawsuit" shall mean the litigation first filed on August 7, 2019, styled *Lopez et al. v. Apple Inc.*, Case No. 4:19-cv-04577 (N.D. Cal.).

16. "Net Settlement Amount" means the Gross Settlement Amount, reduced by the sum of the following amounts: (1) the costs of Notice and the costs of administering the Settlement (including the payment of any taxes if applicable), as set forth in Section F below; and (2) any Attorneys' Fees and Expenses Payment to Plaintiffs' Counsel awarded by the Court, and any Service Award to the Class Representatives awarded by the Court, as set forth in Section G below.

17. "Non-Monetary Terms" mean the terms described in Section B.14.

18. "Notice" means the email and/or postcard notices (substantially in the form attached hereto as Exhibits B and C) distributed to members of the Settlement Class in connection with the Settlement; the Full Class Notice (substantially in the form attached hereto as Exhibit A) available on the Settlement Website and in hard copy upon request; and Publication Notice pursuant to a notice plan to be developed by the Parties and Settlement Administrator and approved by the Court, and discussed in Section F.4 below.

19. "Notice Date" means the date set forth in the Preliminary Approval Order for commencing the transmission of Notice. The Notice Date must occur no later than 45 days after

Apple transmits the Settlement Class Member list to the Settlement Administrator, or on such date as set by the Court.

20. "Objection and Exclusion Deadline" means the date by which a Settlement Class Member must submit an Objection to this Settlement Agreement to the Court or an exclusion request to the Settlement Administrator. The Objection and Exclusion Deadline shall be no less than 60 days after the Notice Date.

21. "Plan of Allocation" means the plan for allocating the Net Settlement Amount as described in Section B of this Settlement Agreement.

22. "Plaintiffs' Counsel" means Mark N. Todzo of Lexington Law Group; Christian Levis of Lowey Dannenberg, P.C.; Joseph P. Guglielmo and Erin Green Comite of Scott + Scott Attorneys at Law LLP; and E. Kirk Wood of Wood Law Firm.

23. "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.

24. "Publication Notice" means a Notice plan to be developed by the Parties and Settlement Administrator and approved by the Court.

25. "Settlement" or "Settlement Agreement" means this agreement and the settlement and release described herein.

26. "Settlement Administrator" means Angeion Group, an independent settlement administrator, subject to approval of the Court.

27. "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.

28. "Settlement Class" means all individual current or former owners or purchasers of a Siri Device, who reside in the United States and its territories, whose confidential or private communications were obtained by Apple and/or were shared with third parties as a result of an unintended Siri activation between September 17, 2014 to the Settlement Date. 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 17, 2014 to the Settlement Date.

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

30. "Settlement Date" means the date that this Settlement Agreement becomes fully executed.

31. "Siri Device" shall mean a Siri-enabled iPhone, iPad, Apple Watch, MacBook, iMac, HomePod, iPod touch, or Apple TV.

RECITALS

This Settlement 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 August 7, 2019, in *Lopez et al. v. Apple Inc.*, Case No. 4:19-cv-04577 (N.D. Cal.), asserting claims for violations of the California Invasion of Privacy Act, California Unfair Competition Law, California Consumers Legal Remedies Act, and the Declaratory Judgment Act. A First Amended Complaint was filed on November 7, 2019, adding two named Plaintiffs, dropping the California Consumer Legal Remedies Act claim, and adding claims for violations of the Wiretap Act, Stored Communications Act, common law privacy claims, and a breach of contract claim, which Apple moved to dismiss. The Court granted Apple's Motion to Dismiss the First Amended Complaint on February 10, 2021 (ECF No. 65). A Second Amended Complaint was filed on March 17, 2021, dropping claims under the Stored Communications Act and one claim under the California Invasion of Privacy Act, which Apple moved to dismiss. The Court granted-in-part Apple's Motion to Dismiss the Second Amended Complaint on September 2, 2021 (ECF No. 77);

WHEREAS, Plaintiffs sought to represent a nationwide class of "[a]ll individual purchasers of a Siri Device, who reside in the United States and its territories, and members of their households, whose conversations were obtained by Apple and/or were shared with third parties without their consent from at least as early as October 12, 2011 to the present (the 'Class Period')" (ECF No. 70 ¶ 83);

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 discovery;

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

WHEREAS, the Parties conducted a mediation with Fouad Kurdi in October 2024 and continued to negotiate with the mediator's assistance during the months thereafter;

WHEREAS, Plaintiffs are represented by Mark N. Todzo of Lexington Law Group; Christian Levis of Lowey Dannenberg, P.C.; Joseph P. Guglielmo and Erin Green Comite of Scott + Scott Attorneys at Law LLP; and E. Kirk Wood of Wood Law Firm;

WHEREAS, Apple has at all times denied and continues to deny any and all alleged wrongdoing and liability, specifically denies each of Plaintiffs' contentions and claims, and continues to deny that Plaintiffs' claims and allegations would be suitable for class action status. This Agreement shall not be construed in any fashion as an admission of liability or wrongdoing by Apple;

WHEREAS, to avoid further costs of litigation, and without admitting liability, Apple and Plaintiffs, individually and as representatives of the Settlement Class as defined above, (collectively, the "Parties") now wish to settle the Lawsuit in its entirety as to the Plaintiffs, Settlement Class Members, and Apple with respect to all claims arising out of or relating to the claims made in this Lawsuit. The Parties intend this Settlement Agreement to bind Plaintiffs (both as the Class Representatives and individually), Apple, Plaintiffs' 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, Plaintiffs' 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, Plaintiffs' Counsel, and Apple Counsel other than as necessary to finalize and obtain approval of 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 four corners of the as-filed Settlement Agreement itself, 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 or related to the mediation. Nothing in this Paragraph shall prohibit Apple from making general disclosures as necessary to comply with securities laws and other obligations, including to other parties or professionals involved in this Lawsuit, as well as in its public filings.

2. Other than to a court in any case filing or as part of Notice, including Publication Notice, the Parties, Plaintiffs' Counsel, and Apple Counsel agree not to initiate publicity regarding the Settlement or submit information about the Settlement to any publication (apart from that required for Notice) or compendium of settlements. Notwithstanding the foregoing, Plaintiffs' Counsel may list the Lawsuit and the terms of the Settlement 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. Any comments made by Plaintiffs' Counsel concerning the Settlement or the Lawsuit, including in response to inquiries from the press or the Court for purposes of obtaining approval of the Settlement, 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 Lawsuit, including with respect to the requirements of Paragraph 18 thereof, which govern the return or destruction of any material produced, submitted, or filed under seal under the Stipulated Protective Order.

B. Consideration for Settlement and Class Payments

1. Subject to the terms of this Settlement Agreement, Apple's total financial commitment under this Settlement Agreement is the Gross Settlement Amount of $95,000,000.00. Apple shall have no other financial obligations under this Settlement Agreement.

2. Within 30 days after an order granting Preliminary Approval of this Settlement, Apple shall transfer an amount sufficient to cover the Settlement Administrator's estimated cost for Notice and administration to the Settlement Administrator. Within 5 days of the Effective Date, Apple shall transfer the balance of the $95,000,000 to the Settlement Administrator for distribution of the Settlement fund and any Attorneys' Fees and Expenses Payment, Service Award, or further administrative costs, provided there are no appeals that delay the Effective Date from occurring. If an appeal is filed to challenge final approval, Apple shall transfer the balance of the $95,000,000 to the Settlement Administrator within 30 days of the Effective Date. 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. If final approval is not granted for any reason, the balance of the Settlement fund account, less monies expended toward Settlement administration, shall be returned to Apple within 10 business days.

3. The Gross Settlement Amount shall be applied as follows:

   a. To pay the costs of Notice and the costs of administering the Settlement and any taxes owed by the Settlement fund, as set forth in Section F below;

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

   c. To distribute the Net Settlement Amount to Settlement Class Members as set forth in Sections B.4–B.7 below.

4. Plan of Allocation. The Net Settlement Amount will be distributed according to the following Plan of Allocation, subject to Court approval. The Net Settlement Amount shall be allocated to Claimants who submit valid Claim Forms during the Claim Period establishing that they purchased, owned, or used a Siri Device, and that they experienced an unintended Siri activation during a confidential or private communication.

5. Where reasonably practicable, Claim Forms for Settlement Class Members will be pre-populated with Settlement Class Member contact information. The Claim Form will call for each Claimant to confirm or update their current contact information.

6. The Claim Form will require that the Claimant confirm the following under oath:

   a. The Claimant purchased or owned a Siri Device in the United States or its territories, and enabled Siri on that device;

   b. The Claimant experienced at least one unintended Siri activation; and

c. At least one unintended Siri activation experienced by the Claimant occurred during a conversation intended to be confidential or private.

7. Settlement Class Members may submit claims for up to five Siri Devices on which they claim to have experienced an unintended Siri activation during a conversation intended to be confidential or private. Settlement Class Members who submit valid claims shall receive a pro rata portion of the Net Settlement Amount for a Class Payment up to a cap of $20 per Siri Device. The amount available to Settlement Class Members will increase or decrease pro rata depending on the total number of valid claims submitted, and Siri Devices claimed. Depending on the total number of valid claims, this Plan of Allocation is subject to modification by agreement of the Parties without further notice to members of the Settlement Class, provided any such modification is approved by the Court. Settlement Class Members will be given the option of providing information to the Settlement Administrator to receive payment by physical check, electronic check or Automated Clearing House ("ACH," a/k/a direct deposit).

8. The Settlement Administrator will review all claims to determine their validity and eligibility under this Section. The Settlement Administrator will reject any claim that does not materially comply with the instructions on the Claim Form; is not submitted by a Settlement Class Member; or is duplicative or fraudulent. To the extent any Claim Form contains curable deficiencies, the Settlement Administrator shall inform the Claimant of the deficiency via email, or if no email address is available, by USPS mail, and provide 30 days to cure the deficiency. The Settlement Administrator's determinations on the validity and eligibility of Claims shall be final and non-appealable by Settlement Class Members.

9. Upon completion of the Claim Period and after the completion of the Settlement Administrator's determination of validity and eligibility of Claims, the Settlement Administrator will provide Apple Counsel and Class Counsel a spreadsheet detailing the claims that were submitted, the Settlement Administrator's determination of validity and eligibility for each claim, and the reasoning for any rejected claims. Personally identifiable information will not be included in this spreadsheet. Apple Counsel and Class Counsel shall have 21 days after receiving this information to contest the Settlement Administrator's determination with respect to any of the submitted claims. Apple Counsel and Class Counsel shall meet and confer in good faith within ten (10) days of any contestation to reach resolution of any such disputed claim(s), and approval for a claim shall not be withheld without good cause. If Class Counsel and Apple Counsel cannot agree on a resolution of any such disputed claim(s), the disputed claim(s) shall be presented to the Court for summary and non-appealable resolution.

10. For those Settlement Class Members who submitted a valid claim during the Claim Period, a transfer reflecting their payment shall be transmitted to Settlement Class Members within 60 calendar days after the Effective Date or as soon as practicable thereafter. Settlement Class Members who fail to submit a claim during the Claim Period will nonetheless be bound by the Settlement Agreement, including the releases set forth in Section H, unless they elect to exclude themselves through the procedure set forth in Section E.

11. 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 payment being provided.

12. Following distribution of the Gross Settlement Amount 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 Sections B.4–B.7 above, the funds attributable to those individuals shall be deemed forfeited and 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.

13. If after paying all Class Payments, Notice and administration expenses, and any Attorneys' Fees and Expenses Payment and Service Awards that may be approved by the Court, there are funds remaining in the Gross Settlement Amount, then Class Counsel and Apple Counsel shall meet and confer to discuss a proposal to present to the Court regarding a *cy pres* distribution. Under no circumstances will Settlement funds revert to Apple.

14. Non-Monetary Terms. Without admitting any liability or that it is required to do so by law, Apple agrees to the Non-Monetary Terms set forth in this paragraph. Nothing described in this paragraph will inhibit, prevent, or limit Apple from making changes to its Privacy Policy or other disclosures, or changes to other terminology, from time to time, as it deems appropriate in the conduct of its business, provided that such changes are consistent with the terms described in this paragraph or necessary to comply with the law.

a. By six months after the Effective Date, Apple will confirm permanent deletion of individual Siri audio recordings collected by Apple prior to October 2019.

b. By six months after the Effective Date, Apple will publish a webpage further explaining (1) the process by which users may opt in to the "Improve Siri" option on Siri Devices, and (2) the information Apple stores from users who choose to opt in to Improve Siri.

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 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 supporting papers and will provide those drafts to Apple Counsel of record in the Lawsuit at least three (3) days before filing. The motion and any supporting papers shall be written in a neutral manner. Apple will not oppose the motion. Apple may, however, provide feedback concerning the drafts, and Class Counsel will meet and confer with Apple Counsel 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. ("CAFA"). Apple will be solely responsible for the cost of the CAFA notice.

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 those drafts and drafts of any other supporting papers to Apple Counsel at least ten (10) 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 Counsel 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 Apple, then (a) this Settlement Agreement shall be null and void and of no force and effect, (b) any payments of the Gross Settlement Amount 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, proposed Plan of Allocation, Attorneys' Fees and Expense Payment, or Service Awards 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 or before 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: *Lopez et al. v. Apple Inc.*, Case No. 4:19-cv-04577 (N.D. Cal.);

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

d. Include a detailed statement of the grounds and evidence upon which the objection is based;

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

f. Include a list of all cases in which the objector or his or her counsel has filed an objection within the past five years; and

g. 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 Settlement 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 Notice, 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. No member of the Settlement Class (or any other person) may request exclusion from the Settlement Class for anyone but himself, herself, or themself.

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 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 by the Objection and Exclusion Deadline.

4. 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. If a Settlement Class Member submits both a Claim Form and a timely exclusion request, the exclusion shall take precedence and be considered valid and binding unless it is withdrawn.

5. 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 Group, subject to approval by the Court. The Settlement Administrator will be paid from the Gross Settlement Amount.

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) working with the Parties to develop a plan for Publication Notice; (c) maintaining the Settlement website; (d) communicating with Settlement Class Members for the purpose of administering and processing their claims, including 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); (e) delivering 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; (f) determining the validity of claims and making distributions to Settlement Class Members; (g) performing any tax reporting duties required by this Agreement and federal, state, or local law; (h) maintaining adequate records of all its activities, including the dates of transmission of Notice, Full Class Notice, and Email Notice, returned mail, and other communications and attempted written or electronic communications with the Settlement Class; (i) advising on whether supplemental notice is necessary; (j) confirming in writing its completion of the administration of the Settlement; and (k) such other tasks as Apple Counsel and Class Counsel mutually agree.

3. Apple will provide by secure means 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 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. In consultation with the Parties, the Settlement Administrator may utilize methods to correct any incorrect email addresses of Settlement Class members for purposes of effectuating Notice.

4. Notice will be provided via email to members of the Settlement Class for whom Apple has an email address and for whom the Settlement Administrator is able to identify email addresses. The Settlement Administrator shall publish in a digital media campaign, and may potentially publish in print publications, a Publication Notice substantially in the form of Email Notice and Full Class Notice as described below. The Publication Notice shall inform Settlement Class Members of the fact of the Settlement and that Settlement information is available on the Settlement Website. Following dissemination of Email Notice and Publication Notice, the Parties will confer with the Settlement Administrator to determine whether additional email, direct postcard, or publication notice to some or all of the Settlement Class is warranted and cost-effective.

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 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 answers, 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 a Claim Form and their

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 an email address can be identified a copy(ies) of the Email Notice substantially in the form attached hereto as Exhibit B.

d. **Postcard Notice**. Following dissemination of Email Notice and Publication Notice, the parties will confer with the Settlement Administrator to determine whether additional email, direct postcard or publication notice to some or all of the Settlement Class is warranted and cost-effective. To the extent a postcard notice is sent, the Settlement Administrator may 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.

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

f. **Publication Notice**. The Parties and Settlement Administrator shall develop a publication notice plan to be submitted to the Court for approval as described in Section F.4. Apple shall approve the content, design, layout, placement, medium, timing, duration, targeting parameters, and target audience for all publications, posts, and advertisements under this Section, and approval shall not be withheld without good cause. The Publication Notice shall inform Settlement Class Members of the fact of the Settlement and that Settlement information is available on the Settlement Website.

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 of approximately $5,975,000. This amount shall cover all costs and expenses related to the Settlement administration functions to be performed by the Settlement Administrator, including providing Notice and the Settlement Website, and performing the other administration processes described in this Agreement, based on the assumptions provided to the Settlement Administrator. In the event that unanticipated costs and expenses arise in connection with the notice and/or administration process, such that they exceed the estimated amount of $5,975,000,

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 estimate, then the amount in excess of the estimated amount shall be paid for exclusively from the Gross Settlement Amount. Under no circumstances will Apple be responsible for any costs of Settlement administration in excess of its contribution to the Gross Settlement Amount.

7. The Full Class 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. Other forms of Notice will direct Settlement Class Members to review the Full Class Notice and Settlement Website for these procedures.

G. Attorneys' Fees, Expenses, and Service Awards

1. Class Counsel will apply to the Court for Service Awards for the Named Plaintiffs not to exceed $10,000 per person. The Service Awards are not a measure of damages, but instead are solely an award for the Named Plaintiffs' services, time, and effort on behalf of the members of the Settlement Class. Apple reserves the right to object to or oppose Class Counsel's requests for Service Awards. Service Awards approved by the Court shall be paid from the Gross Settlement Amount. 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 10 days after the later of the Effective Date or the receipt of the Named Plaintiffs' Form W-9s. provided there are no appeals that delay the Effective Date from occurring, or, if an appeal is filed to challenge final approval, within 35 days after the Effective Date. This Settlement is not conditioned upon the Court awarding the amounts sought by the Named Plaintiffs as a Service Award. If the amounts awarded by the Court are less than what was sought by the Named Plaintiffs, 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 Plaintiffs' Counsel will seek from the Gross Settlement Amount. Plaintiffs' Counsel will apply to the Court for reasonable fees and expenses from the Gross Settlement Amount, Apple reserves the right to object to or oppose Class Counsel's requests for attorneys' fees and expenses. Plaintiffs' Counsel reserve their rights to oppose any objection by Apple. The Settlement Administrator shall pay Plaintiffs' Counsel any Court-approved Attorneys' Fees and Expense Payment no later than 10 days after the later of the Effective Date or the receipt of Plaintiffs' Counsel's Form W-9s, provided there are no appeals that delay the Effective Date from occurring, or, if an appeal is filed to challenge final approval, within 35 days after the Effective Date. Plaintiffs' 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 payment 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. Plaintiffs' 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 Payment. 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 Plaintiffs' Counsel as a fee and expense payment. If the amounts awarded by the Court are less than what was sought by Plaintiffs' 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 Settlement Class Members, 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 asserted or unasserted, known or unknown, suspected or unsuspected, occurring before the Effective Date of the Settlement (the "Named Plaintiffs and Settlement Class Members' Released Matters") arising out of or related to the allegations in the Complaint or the facts underlying the Complaint, including claims that, without the user's consent, Apple recorded, disclosed to third parties, or failed to delete, conversations recorded as the result of a Siri activation. This release will include claims relating to the Named Plaintiffs and Settlement Class Members' 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. Except as otherwise set forth herein or as to obligations created hereby, Apple will be deemed to have completely released and forever discharged Plaintiffs and Class Counsel from and for any and all liabilities, claims, cross-claims, causes of action, rights, actions, suits, debts, liens, contracts, agreements, damages, costs, attorneys' fees, losses, expenses, obligations, or demands of any kind whatsoever, whether known or unknown, existing or potential, or suspected or unsuspected, whether raised by claim, counterclaim, setoff, or otherwise, including any known or unknown claims, which they have or may claim now or in the future to have, relating to the institution, prosecution, or settlement of the Lawsuit, except for claims relating to the enforcement

of the Settlement or this Agreement, and for the submission of false or fraudulent claims for Settlement benefits.

3. The Parties mutually and expressly acknowledge and agree that this Agreement fully and finally releases and fully resolves the claims released in Sections H.1 and H.2 above, including any claims that may not be known. Accordingly, the Parties expressly waive all of their rights under Cal. 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.

4. The Parties also expressly waive all rights under any other statutes, legal decisions, or common law principles of similar effect to Cal. Civil Code § 1542, whether under the law of California or any other jurisdiction.

5. 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 Named Plaintiffs and Settlement Class Members' Released Matters shall remain in full and complete effect notwithstanding discovery or existence of any additional or different claims or facts.

6. 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.

7. No person shall have any claim of any kind against the Parties, their counsel, or the Settlement Administrator with respect to the Settlement and the matters set forth herein, 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 and their counsel 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 Named Plaintiffs and Settlement Class Members' Released Matters.

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 Settlement Agreement shall be subject to the exclusive jurisdiction of the United States District Court for the Northern District of California. 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 and obtain approval of 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:60-1NYJ
Cupertino, California 95014
Attn: Chief Litigation Counsel

With copy to:

Arturo J. González
AGonzalez@mofo.com
Alexis A. Amezcua
AAmezcua@mofo.com
MORRISON & FOERSTER LLP
425 Market Street
San Francisco, CA 94105-2482
Tel.: 415.268.7000
Fax: 415.268.7522

If to Plaintiffs:

Christian Levis
LOWEY DANNENBERG, P.C.
44 South Broadway, Suite 1100

White Plains, NY 10601
Telephone: (914) 997-0500
Facsimile: (914) 997-0035
clevis@lowey.com

Joseph P. Guglielmo
Erin Green Comite
SCOTT+SCOTT ATTORNEYS AT LAW LLP
The Helmsley Building
230 Park Avenue, 24th Floor
New York, NY 10169-1820
Telephone: (212) 223-6444
Facsimile: (212) 223-6334
jguglielmo@scott-scott.com
ecomite@scott-scott.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 Settlement 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.

EXECUTION VERSION

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.

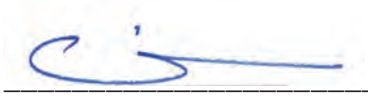
_____
Fumiko Lopez
Plaintiff

_____
Fumiko Lopez as guardian of A.L., a minor
Plaintiff

_____
John Troy Pappas
Plaintiff

_____
David Yacubian
Plaintiff

_____
Mark N. Todzo
LEXINGTON LAW GROUP
For the Plaintiffs


_____
Christian Levis
LOWEY DANNENBERG, P.C.
For the Plaintiffs

_____
Erin Green Comite
SCOTT+SCOTT ATTORNEYS AT LAW LLP
For the Plaintiffs

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.

_____
Fumiko Lopez
Plaintiff

_____
Fumiko Lopez as guardian of A.L., a minor
Plaintiff

_____
John Troy Pappas
Plaintiff

_____
David Yacubian
Plaintiff

Mark Todzo
Mark Todzo (Dec 31, 2024 17:54 PST)
_____
Mark N. Todzo
LEXINGTON LAW GROUP
For the Plaintiffs

_____
Christian Levis
LOWEY DANNENBERG, P.C.
For the Plaintiffs

DocuSigned by:
Erin Comite
E71A8DB73E35469...
_____
Erin Green Comite
SCOTT+SCOTT ATTORNEYS AT LAW LLP

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.

Signed by:
Fumiko Rodriguez
2C9EF236F9824F3...

Fumiko Lopez
Plaintiff

Signed by:
Fumiko Rodriguez
2C9EF236F9824F3...

Fumiko Lopez as guardian of A.L., a minor
Plaintiff

_____

John Troy Pappas
Plaintiff

_____

David Yacubian
Plaintiff

_____

Mark N. Todzo
LEXINGTON LAW GROUP
For the Plaintiffs

_____

Christian Levis
LOWEY DANNENBERG, P.C.
For the Plaintiffs

_____

Erin Green Comite
SCOTT+SCOTT ATTORNEYS AT LAW LLP

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.

_____
Fumiko Lopez
Plaintiff

_____
Fumiko Lopez as guardian of A.L., a minor
Plaintiff

DocuSigned by:
John Troy Pappas
6579BA8A44C2464...
_____
John Troy Pappas
Plaintiff

_____
David Yacubian
Plaintiff

_____
Mark N. Todzo
LEXINGTON LAW GROUP
For the Plaintiffs

_____
Christian Levis
LOWEY DANNENBERG, P.C.
For the Plaintiffs

_____
Erin Green Comite
SCOTT+SCOTT ATTORNEYS AT LAW LLP

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.

_____
Fumiko Lopez
Plaintiff

_____
Fumiko Lopez as guardian of A.L., a minor
Plaintiff

_____
John Troy Pappas
Plaintiff

David R Yacubian (Dec 31, 2024 19:07 PST)
_____
David Yacubian
Plaintiff

_____
Mark N. Todzo
LEXINGTON LAW GROUP
For the Plaintiffs

_____
Christian Levis
LOWEY DANNENBERG, P.C.
For the Plaintiffs

_____
Erin Green Comite
SCOTT+SCOTT ATTORNEYS AT LAW LLP
For the Plaintiffs

For the Plaintiffs

DocuSigned by:
Kirk Wood
0C35367BB7C6411...

E. Kirk Wood
WOOD LAW FIRM
For the Plaintiffs

Alexis A. Amezcua
MORRISON & FOERSTER LLP
For the Defendant Apple Inc.

Jennifer Brown
Director, Commercial Litigation
Apple Inc.

_____

E. Kirk Wood
WOOD LAW FIRM
For the Plaintiffs

Alexis A. Amezcua
MORRISON & FOERSTER LLP
For the Defendant Apple Inc.

_____

Jennifer Brown
Director, Commercial Litigation
Apple Inc.

_____

E. Kirk Wood
WOOD LAW FIRM
For the Plaintiffs

_____

Alexis A. Amezcua
MORRISON & FOERSTER LLP
For the Defendant Apple Inc.

_____

Jennifer Brown
Director, Commercial Litigation
Apple Inc.

EXHIBIT A

(To the Settlement Agreement)

CONFIDENTIAL DRAFT SUBJECT TO FRE 408

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

A court authorized this Notice. This is not a solicitation from a lawyer.

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

- A settlement has been reached with Apple Inc. ("Apple") in a class action lawsuit brought on behalf of current or former owners or purchasers of a Siri-enabled iPhone, iPad, Apple Watch, MacBook, iMac, HomePod, iPod touch, or Apple TV ("Siri Device/Devices") whose confidential or private communications were allegedly obtained by Apple and/or shared with third parties as a result of an unintended Siri activation. Apple denies all of the allegations made in the lawsuit and denies that Apple did anything improper or unlawful.

- The Settlement provides for a $95 million fund for payments to Settlement Class Members who are individual current or former owners or purchasers of a Siri Device, who reside in the United States or its territories, and whose confidential communications were obtained by Apple and/or were shared with third parties as a result of an unintended Siri activation. 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 is September 17, 2014 to December 31, 2024.

- If you believe you are a Settlement Class Member, you must submit a valid Claim Form to get a payment from the Settlement. Settlement Class Members may submit claims for up to five Siri Devices on which they claim to have experienced an unintended Siri activation during a conversation intended to be confidential or private. Settlement Class Members who submit valid claims shall receive a pro rata portion of the Net Settlement Amount for a Class Payment of up to a cap of $20 per Siri Device. The amount available to Settlement Class Members will increase or decrease pro rata depending on the total number of valid claims submitted, and Siri Devices claimed. Depending on the total number of valid claims, this Plan of Allocation is subject to modification by agreement of the Parties without further notice to Settlement Class Members, provided any such modification is approved by the Court. The final amount will not be known until all claims are evaluated. Please see the information in this Notice concerning payments.

- Visit **www.Lopezvoiceassistantsettlement.com** to make a claim. If you received an email or postcard with a Claim Identification Code and a Confirmation Code notifying you about the Settlement, use these codes when making a claim. If you did not receive an email or postcard about the Settlement and don't have these codes but believe you are a member of the Settlement

Class, you may still make a claim by going to **www.Lopezvoiceassistantsettlement.com** to make a claim and following the instruction on how to submit a Claim Form.

- You can also opt out of or object to the Settlement.
- Your rights are affected whether you act or don't act. Please read this Notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS

Option	Explanation	Deadline
Stay in the Settlement Class, File a Claim Form, and Receive a Payment	If you receive an email or postcard notifying you that you may be a member of the Settlement Class, or you believe that you are a member of the Settlement Class, you must submit a valid Claim Form to receive a Class Payment. The Claim Form requires that you confirm or update your current contact information and confirm the following under oath: from September 17, 2014 to December 31, 2024 (i) you purchased or owned a Siri Device in the United States or its territories and enabled Siri on that device, (ii) you experienced an unintended Siri activation, and (iii) the unintended Siri activation occurred during a conversation intended to be confidential or private. You may submit a Claim Form for up to five Siri Devices. This is the only way to get a payment. By receiving a payment, Settlement Class Members will give up rights and be bound by the Settlement.	[DATE]
Exclude Yourself	Get no payment. This is the only option that allows you to keep your right to bring any other claim against Apple arising out of or related to the claims in this case.	[DATE]

Comment On or Object to the Settlement and/or Attend a Hearing	You can write to the Court about why you like or do not like the Settlement. You cannot ask the Court to order a larger settlement.	[DATE]
Do Nothing	Give up rights and be bound by the Settlement.	

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

- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. Why did I get this Notice?

A court authorized this Notice because owners and purchasers of Siri Devices have the right to know about a legal settlement. If you qualify as a Settlement Class Member, you can get a payment.

To find out if you qualify, see Questions 5-6 below.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

Judge Jeffrey S. White, of the United States District Court for the Northern District of California is in charge of this case and will decide whether to approve the Settlement. The case is entitled *Lopez et al. v. Apple Inc.*, Case No. 4:19-cv-04577 (N.D. Cal.). PLEASE DO NOT CALL THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

If you have questions about the Settlement, you can visit the website **www.Lopezvoiceassistantsettlement.com**, call toll-free 1-[XXX-XXX-XXXX], or write to the Settlement Administrator at the address below for more information.

[Placeholder for Settlement Administrator address]

2. What is this lawsuit about?

Plaintiffs alleged that confidential or private communications by current or former owners or purchasers of Siri Devices were obtained by Apple and/or shared with third parties as a result of an unintended Siri activation, and brought claims including alleged violation of consumer protection laws and privacy laws. Apple denies all of the allegations made in the lawsuit 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 case is not an admission of guilt or wrongdoing of any kind by Apple.

3. What is a class action?

In a class action, one or more individuals and/or entities called "class representatives" sue on behalf of themselves and other individuals and/or entities who have similar claims. This group of individuals and/or entities is called the "class," and the individuals and/or entities in the class are called "class members." One court resolves the issues for all class members, except for people who exclude themselves from the class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or Apple. Instead, both sides agreed to a Settlement. That way, they avoid the costs and risks of a trial, and the allegedly affected Settlement

Class Members can get benefits or compensation. The class representatives and their attorneys think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

5. Who is in the Settlement?

The Settlement Class includes all individual current or former owners or purchasers of a Siri Device, who reside in the United States or its territories, whose confidential or private communications were obtained by Apple and/or were shared with third parties as a result of an unintended Siri activation. 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; and judicial officers assigned to this case and their staff and immediate families. The Class Period is September 17, 2014 to December 31, 2024.

6. What should I do if I am still not sure whether I am included?

If you are still not sure whether you are included in the Settlement Class, you can visit the website **www.Lopezvoiceassistantsettlement.com**, call toll-free 1-[XXX-XXX-XXXX], or write to the Settlement Administrator at the address below for more information.

[Placeholder for Settlement Administrator address]

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

Apple will pay $95 million into a settlement fund. After deduction of the costs of notice and settlement administration, taxes, any award of attorneys' fees, litigation costs, and any Service Awards for the Class Representatives, the Net Settlement Amount will be distributed to Settlement Class Members in accordance with a plan of allocation that accounts for the number of valid claims submitted by the Settlement Class Members. The plan of allocation is described in detail in the Settlement Agreement available at **www.Lopezvoiceassistantsettlement.com**.

We will not know the final amounts until the Settlement Administrator determines the total number of eligible Settlement Class Members who submitted valid claims.

8. Who can get money from the Settlement, and how much?

Settlement Class Members must submit a valid Claim Form to receive payment from the Settlement. Settlement Class Members who submit valid claims shall receive a pro rata portion of the Net Settlement Amount for a Class Payment of up to a cap of $20 per Siri Device. The amount available to Settlement Class Members will increase or decrease pro rata depending on the total number of valid claims submitted, and Siri Devices claimed. Depending on the total number of valid claims, this Plan of Allocation is subject to modification by agreement of the Parties without further notice to Settlement Class Members, provided any such modification is approved by the Court. The final amount will not be known until all claims are evaluated. The plan of allocation

is described in detail in the Settlement Agreement available at **www.Lopezvoiceassistantsettlement.com**.

9. What am I giving up if I stay in the Class?

Unless you exclude yourself with an opt-out request (*see* Question 16), you cannot sue, continue to sue, or be part of any other lawsuit against Apple arising out of or related to the claims in this case. The "Releases" section in the Settlement Agreement describes the legal claims that you give up if you remain a Settlement Class Member. The Settlement Agreement can be viewed at **www.Lopezvoiceassistantsettlement.com**.

HOW TO GET A PAYMENT

10. How can I get a payment?

In order to receive a payment, you must complete and submit a valid Claim Form by [**date**]. You can submit claims for up to five Siri Devices. The Claim Form requires that you confirm or update your current contact information and confirm the following under oath: from September 17, 2014 to December 31, 2024 (i) you purchased or owned Siri Device in the United States or its territories and enabled Siri on that device, (ii) you experienced an unintended Siri activation, and (iii) the unintended Siri activation you experienced occurred during a conversation intended to be confidential or private.

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

11. When will I get my payment?

The Court will hold a hearing on **_____, 2025, at __:00 _.m.** (the "Final Approval Hearing"), to decide whether to approve the Settlement. The Court may move the Final Approval Hearing to a different date or time without providing further Notice to the Class. The date and time of the Final Approval Hearing can be confirmed at **www.Lopezvoiceassistantsettlement.com**. If the Settlement is approved, there may be appeals. The appeal process can take time. If there is no appeal, your settlement benefit will be processed promptly. Please be patient.

Updates regarding the Settlement and when payments will be made will be posted at **www.Lopezvoiceassistantsettlement.com**.

12. How can I verify or update my mailing address?

See Question 10, above.

THE LAWYERS REPRESENTING THE CLASS

13. Do I have a lawyer in the case?

Yes. The Court appointed Christian Levis of Lowey Dannenberg, P.C. and Erin Green Comite Scott + Scott Attorneys at Law LLP to represent you and the other Class Members. These firms are called Class Counsel. You will not be charged for their services.

14. Should I get my own lawyer?

You do not need to hire your own lawyer, as Class Counsel is working on your behalf. If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer's services. For example, you can ask your own lawyer to appear in Court if you want someone other than Class Counsel to speak for you. You may also appear for yourself without a lawyer.

15. How will the lawyers be paid?

Plaintiffs' Counsel will ask the Court for an award of attorneys' fees of up to 30% of the Settlement Fund, litigation expenses of up to $1,100,000, and Service Awards to the Class Representatives of up to $10,000 each. The Court will determine these amounts. All of these amounts, as well as the costs associated with notice and administering the Settlement, will be paid from the Settlement Fund.

A copy of Plaintiffs' Counsel's Motion for Attorneys' Fees and Expenses and for Class Representative Service Awards will be available at **www.Lopezvoiceassistantsettlement.com** by [**date**].

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from the Settlement and you want to keep your right, if any, to sue Apple on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself from – or "opting out" of – the Settlement Class.

16. How do I get out of the Settlement?

You may opt out of the Settlement by mailing your Request for Exclusion to the Claims Administrator at

[Placeholder for Administrator address]

Your Request for Exclusion must:

- Include your full name, address, and telephone number;
- Include case name and number: *Lopez et al. v. Apple Inc.*, Case No. 4:19-cv-04577 (N.D. Cal.);

- Include information sufficient to verify that you are a member of the Settlement Class (which may include any codes provided by the Settlement Administrator or any email address associated with your Siri Devices);
- Be personally signed and dated by you; and
- Contain a clear request that you 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.

Opt-out requests must be postmarked no later than **[date]**.

17. If I don't opt out, can I sue Apple for the same thing later?

No. Unless you opt out, you give up the right to bring any other claim against Apple arising out of or related to the claims in this case. You must exclude yourself from the Class if you want to try to pursue your own lawsuit.

18. What happens if I opt out?

If you opt out of the Settlement, you will not have any rights as a member of the Settlement Class under the Settlement; you will not receive any payment as part of the Settlement; you will not be bound by any further orders or judgments in this case; and you will keep the right, if any, to sue on any claims against Apple arising out of or related to the claims in this case at your own expense. If a Settlement Class Member submits both a Claim Form and a timely request for exclusion, the exclusion shall take precedence and be considered valid and binding unless it is withdrawn.

OBJECTING TO THE SETTLEMENT

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

If you are a member of the Settlement Class and do not opt out of the Settlement, you can ask the Court to deny approval of the Settlement by filing an objection. You can also object to the requested award of attorneys' fees and expenses to Plaintiffs' Counsel or Service Awards to the Class Representatives. The Court will consider your views. 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 settlement 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 file 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.

To object, you must file a document with the Court saying that you object to the proposed Settlement in *Lopez et al. v. Apple Inc.*, Case No. 4:19-cv-04577 (N.D. Cal.). Be sure to include:

- Your full name, mailing address, telephone number, email address, and signature. If you are represented by counsel, you must include your counsel's name, mailing address, email address, and telephone number.
- The case name and number: *Lopez et al. v. Apple Inc.*, Case No. 4:19-cv-04577 (N.D. Cal.).
- Information sufficient to verify that you are a member of the Settlement Class (which may include any codes provided by the Settlement Administrator or any email address associated with your Siri Devices).
- A detailed statement of your objection, including all the grounds for the objection together with any evidence that you think supports it.
- A statement whether the objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class.
- A list of all cases in which you or your counsel have filed an objection within the past five years.
- A statement whether you or your counsel intends to speak at the Final Approval Hearing.

You can file the objection electronically at https://ecf.cand.uscourts.gov/, file the objection in person at any location of the United States District Court for the Northern District of California, or mail the objection by First Class U.S. Mail, so that it is submitted electronically or postmarked no later than **[date]**, to the following address:

Clerk of Court
U.S. District Court for the Northern District of California
450 Golden Gate Avenue
Box 36060
San Francisco, CA 94102
Case No. 4:19-cv-04577-JSW

If you do not mail or electronically file the objection, you must have it delivered in person to the above address no later than **[date]**.

20. What is the difference between objection and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and telling the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because it no longer affects you. You cannot both opt out and object to the Settlement.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **_____, 2025, at ___.m.** at the United States District Court for the Northern District of California, Oakland Courthouse, 1301 Clay Street, Courtroom 5 – 2nd Floor, Oakland, CA 94612.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to Settlement Class Members who have asked to speak at the hearing.

The Court may also decide how much Class Counsel should receive in attorneys' fees and expense reimbursements and the Class Representatives should receive in Service Awards. After the hearing, the Court will decide whether to approve the Settlement.

The Court may reschedule the Final Approval Hearing or change any of the deadlines described in this Notice. The date of the Final Approval Hearing may change without further notice to Class Members. Be sure to check the website, **www.Lopezvoiceassistantsettlement.com**, for news of any such changes. You can also access the case docket via the Court's Public Access to Court Electronic Records (PACER) system at https://ecf.cand.uscourts.gov.

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

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you send an objection, you do not have to come to the hearing 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 hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include a statement in your written objection (*see* Question 19) that you intend to appear at the hearing. Be sure to include your name, address, and signature as well.

You cannot speak at the hearing if you exclude yourself from the Class.

IF I DO NOTHING

24. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will not be eligible to receive a Class Payment. However, you will still be bound by the Settlement. That is, you will not receive a payment, but you will give up the rights explained in Question 9, 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.

GETTING MORE INFORMATION

25. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement – more details are in the Settlement Agreement and other case documents. You can get a copy of these and other documents at **www.Lopezvoiceassistantsettlement.com** or by accessing the docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at

https://ecf.cand.uscourts.gov, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California at any of the Court's locations between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

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

26. How do I get more information?

The website, **www.Lopezvoiceassistantsettlement.com**, has answers to questions about the Settlement, and other information to help you determine whether you are eligible for a payment.

You can either call or write to the Claims Administrator at:

[Placeholder for Administrator address]

Class Counsel can be reached using the following contact information:

Christian Levis
LOWEY DANNENBERG, P.C.
44 South Broadway, Suite 1100
White Plains, NY 10601
Telephone: (914) 733-7205
Facsimile: (914) 997-0035
LopezVoiceAssistantSettlement@lowey.com

Erin Green Comite
SCOTT+SCOTT ATTORNEYS AT LAW LLP
The Helmsley Building
230 Park Avenue, 24th Floor
New York, NY 10169-1820
Telephone: (212) 223-6444
Facsimile: (212) 223-6334
lopezsettlement@scott-scott.com

EXHIBIT B

(To the Settlement Agreement)

CONFIDENTIAL DRAFT SUBJECT TO FRE 408

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

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

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

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

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

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

- **What does the Settlement provide?**

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

- **What are the expected payments?**

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

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

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

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

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

- **What are my other options?**

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

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

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

Objections to the settlement, attorneys' fees, and/or Service Awards and requests to appear are due by **[date]**. The Final Approval Hearing will be held on [**date**], at [**time**], at the United States District Court for the Northern District of California, Oakland Courthouse, 1301 Clay Street, Courtroom 5 – 2nd Floor, Oakland, CA 94612.

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

- **[Settlement Administrator contact information]**

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

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

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

EXHIBIT C

(To the Settlement Agreement)

CONFIDENTIAL DRAFT SUBJECT TO FRE 408

IMPORTANT NOTICE ABOUT A CLASS ACTION LAWSUIT

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

<<Barcode>>

Notice ID: A2E-<<NoticeID>>-

<<MailRec>>

<<First1>> <<Last 1>>

<<CO>>

<<Addr1>> <<Addr2>>

<<City>>, <<St>> <<Zip>>

<<Country>>

CONFIDENTIAL DRAFT SUBJECT TO FRE 408

A settlement has been reached with Apple Inc. ("Apple") in a class action lawsuit alleging that current or former owners or purchasers of a Siri-enabled iPhone, iPad, Apple Watch, MacBook, iMac, HomePod, iPod touch, or Apple TV ("Siri Device/Devices") whose confidential or private communications were allegedly obtained by Apple and/or shared with third parties as a result of an unintended Siri activation. Apple denies all allegations made in the lawsuit and denies that Apple did anything improper or unlawful.

Who's included? The Settlement Class includes all individual current or former owners or purchasers of a Siri Device who reside in the United States or its territories, and whose confidential or private communications were obtained by Apple and/or were shared with third parties as a result of an unintended Siri activation. 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; and all judicial officers assigned to this case and their staff and immediate families. The Class Period is September 17, 2014 to December 31, 2024.

What does the Settlement provide? Apple has agreed to pay $95 million into a settlement fund. After deducting Court-approved attorneys' fees and expenses, Service Awards, and the costs of notice and settlement administration (including any taxes), payments will be made from the Net Settlement Amount to Settlement Class Members who submit a valid and timely Claim Form.

According to Apple's records, **you are a Settlement Class Member** and are eligible to receive a payment if the Court approves the Settlement and it becomes final. Settlement Class Members who submit valid claims shall receive a pro rata portion of the Net Settlement Amount for a Class Payment of up to a cap of $20 per Siri Device. The amount available to Settlement Class Members will increase or decrease pro rata depending on the total number of valid claims submitted, and Siri Devices claimed. Depending on the total number of valid claims, this Plan of Allocation is subject to modification by agreement of the Parties without further notice to Settlement Class Members, provided any such modification is approved by the Court. The final amount will not be known until all claims are evaluated.

How do you get a payment? You must complete and submit a valid Claim Form by [date]. Go to **www.Lopezvoiceassistantsettlement.com** for the Claim Form and instructions. You may submit claims for up to five Siri Devices. Claims may be submitted online at **www.Lopezvoiceassistantsettlement.com** or mailed to the address on the form.

What are your other options? You can do nothing, exclude yourself, or object. If you do nothing, your rights will be affected and you won't receive a payment. You will give up your right to sue or continue to sue Apple for any claim arising out of or related to the claims in this case. If you don't want to be legally bound by the Settlement, you must exclude yourself from it by **[date]**. 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. A copy of Plaintiffs' Counsel's Motion for Attorneys' Fees and Expenses and for Service Awards will be available at **www.Lopezvoiceassistantsettlement.com** by [date]. You can also object to the requested award of attorneys' fees and

expenses to Class Counsel or Service Awards to the Class Representatives. Your objection to the settlement, attorneys' fees, and/or Service Awards must be filed or postmarked by **[date]**.

For more information about the Settlement, your payment, how to exclude yourself or object, and attending the hearing, please visit the website or call the toll-free number below.

www.Lopezvoiceassistantsettlement.com – 1-XXX-XXX-XXXX

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

EXHIBIT D

(To the Settlement Agreement)

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

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

Plaintiffs,

v.

APPLE INC.,

Defendant.

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

[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; PRELIMINARILY CERTIFYING SETTLEMENT CLASS; AND APPROVING FORM AND CONTENT OF CLASS NOTICE

This matter comes before the Court on Plaintiffs' Motion for Preliminary Approval of Class Action Settlement ("Motion").

WHEREAS, Fumiko Lopez, Fumiko Lopez as Guardian of A.L., a Minor, John Troy Pappas, and David Yacubian (collectively, "Plaintiffs"), and Defendant, Apple Inc. ("Defendant" or "Apple," and with Plaintiffs, the "Parties") entered into a Settlement Agreement and Release ("Settlement Agreement") on December 31, 2024 (ECF No.__), which sets forth the terms and conditions for a proposed resolution of this litigation and for its dismissal with prejudice upon the terms and conditions set forth therein, subject to Court approval;

WHEREAS, Plaintiffs have filed a Motion for Preliminary Approval of Class Action Settlement (ECF No. ___);

WHEREAS, the Settlement before the Court is the product of extensive negotiations, including by mediation before Fouad Kurdi, Esq.;

WHEREAS, Apple denies any and all liability but does not oppose the Motion;

WHEREAS, this Court has reviewed the Settlement Agreement entered into by the Parties, all exhibits thereto, the record in this case, and Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, the Memorandum of Points and Authorities in Support Thereof, and the supporting Declarations;

WHEREAS, this Court preliminarily finds, for the purpose of settlement only, that the Settlement Class meets all the prerequisites of Federal Rule of Civil Procedure 23 for class certification, including numerosity, commonality, typicality, predominance of common issues, superiority, and that the Plaintiffs and Plaintiffs' Counsel are adequate representatives of the Settlement Class;

GOOD CAUSE APPEARING, PLAINTIFFS' MOTION IS GRANTED. IT IS HEREBY ORDERED AS FOLLOWS:

1. All terms and definitions used herein have the same meanings as set forth in the Settlement Agreement.

Preliminary Approval of Settlement and
Certification of Settlement Class for Purposes of Settlement Only

2. The Settlement is hereby preliminarily approved as fair, reasonable, and adequate such that Notice thereof should be given to members of the Settlement Class.

3. Under Federal Rule of Civil Procedure 23(a) and (b)(3), the Settlement Class is preliminarily certified for the purpose of Settlement only as follows:

> All individual current or former owners or purchasers of a Siri Device, who reside in the United States and its territories, whose confidential or private communications were obtained by Apple and/or were shared with third parties as a result of an unintended Siri activation between September 17, 2014 and December 31, 2024.

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

Excluded from the Class are 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.

4. If the Settlement Agreement is not finally approved by this Court, or if such final approval is reversed or materially modified on appeal by any court, this Order (including but not limited to the conditional certification of the Settlement Class) shall be vacated, null and void, and of no force or effect, and Plaintiffs and Apple shall be entitled to make any argument for or against certification for litigation purposes.

5. Plaintiffs are appointed as class representatives of the Settlement Class. Christian Levis of Lowey Dannenberg, P.C. and Erin Green Comite of Scott + Scott Attorneys at Law LLP, together with their law firms, are hereby appointed as Class Counsel to represent the proposed Settlement Class.

Appointment of Settlement Administrator and Notice to the Settlement Class

6. The Court appoints Angeion Group ("Angeion") to serve as the Settlement Administrator. Angeion shall supervise and administer the Notice plan, establish and operate the Settlement Website, administer the claims processes, distribute Class Payments according to the processes and criteria set forth in the Settlement Agreement, and perform any other duties that are reasonably necessary and/or provided for in the Settlement Agreement. The Settlement Administrator shall act in compliance with the Stipulated Protective Order, ECF No. 95, 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 the notice plan herein for any purposes other than providing notice or conducting settlement administration in this Action; and not sharing Settlement Class member information with any third parties without advance consent from the Parties.

7. All reasonable costs of Notice and costs of administering the Settlement shall be paid from the Gross Settlement Amount as contemplated by the Settlement Agreement. No later than thirty (30) days after entry of this Order, Apple shall transfer an amount sufficient to cover the Settlement Administrator's estimated cost for notice and administration to the Settlement Administrator.

8. The Court approves the Email Notice, Postcard Notice, and Full Class Notice, attached as Exhibits A-C of the Settlement Agreement, and the Claim Form filed as ECF No. _____, and finds that their dissemination in the manner set forth in the Settlement Agreement and in the Declaration of Steven Weisbrot substantially 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 Lawsuit, the effect of the proposed Settlement (including the releases contained therein), the anticipated motion for Attorneys' Fees and Expenses Payment, and Service Awards, and their rights to participate in, request exclusion from, or object to any aspect of the

proposed Settlement. Non-material modifications to the notices 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.

9. By no later than thirty (30) days after entry of this Order, Apple shall, for the purpose of facilitating the proposed Notice plan, provide to the Settlement Administrator the names and contact information for all members of the Settlement Class for whom it has records.

10. By no later than forty-five (45) days from the date specified in paragraph 9 above (the "Notice Date"), the Settlement Administrator shall commence the transmission/publication of the Email Notice and Publication Notice. The Settlement Administrator shall also publish the Settlement Website pursuant to the terms of the Settlement Agreement and the Weisbrot Declaration. The Settlement Website shall contain case-related documents including, but not limited to, the operative complaint and answer to that complaint, the Settlement Agreement, the Preliminary Approval Order, Full Class Notice, Plaintiffs' forthcoming motions for final approval of the Settlement and for Attorneys' Fees and Expenses Payment, and Service Awards, a set of frequently asked questions and answers, information on how to submit an objection or request exclusion from the Settlement, and contact information for the Settlement Administrator and Class Counsel.

11. By no later than thirty-five (35) days before the Final Approval Hearing, the Settlement Administrator shall submit to the Court its declaration concerning the implementation of the Notice plan and report of any requests for exclusion.

Claim Submission

12. Settlement Class Members who wish to make a claim must do so by submitting a Claim Form online or by mail on or before the end of the Claim Period by one hundred thirty-five (135) days after entry of this Order ("Claims Filing Deadline"), in accordance with the instructions contained in the Full Class Notice. The Settlement Administrator shall determine the eligibility of claims submitted and allocate the Net Settlement Amount in accordance with the Settlement Agreement. The Settlement Administrator's determinations on the validity and eligibility of Claims shall be final and non-appealable by Settlement Class Members.

13. Settlement Class Members may submit claims for up to five Siri Devices on which they claim to have experienced an unintended Siri activation during a conversation intended to be confidential or private. Settlement Class Members who submit valid claims shall receive a *pro rata* portion of the Net Settlement Amount for a Class Payment up to a cap of $20 per Siri Device. The amount available to Settlement Class Members will increase or decrease pro rata depending on the total number of valid claims submitted, and Siri Devices claimed. Depending on the total number of valid claims, this Plan of Allocation is subject to modification by agreement of the Parties without further notice to members of the members of the Settlement Class Members, provided any such modification is approved by the Court.

Objections

14. 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 Agreement, proposed plan of allocation, Attorneys' Fees and Expense Payment, or Service Awards must submit a timely written objection to the Court that:

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

b. Clearly identifies the case name and number: *Lopez et al. v. Apple Inc.*, Case No. 4:19-cv-04577 (N.D. Cal.);

c. Includes information sufficient to verify that the objector is a Settlement Class Member (which may include a Claimant Identification Code and/or Confirmation Code provided by the Settlement Administrator;

d. Includes a detailed statement of the grounds and evidence upon which the Objection is based;

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

f. Includes a list of all cases in which the Objector or his or her counsel has filed an objection within the past five years; and

g. Is personally signed and dated by the objector.

15. Objections must be submitted at least sixty (60) days after the Notice Date

("Objection and Exclusion Deadline"). If submitted through ECF, objections must be submitted no later than 11:59 p.m. Pacific Time on the Objection and Exclusion Deadline. If submitted by U.S. Mail, objections must be postmarked by the Objection and Exclusion Deadline and mailed or delivered to the Clerk of Court, United States District Court for the Northern District of California, 450 Golden Gate Avenue, Box 36060, San Francisco, CA 94102. 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.

16. 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 the hearing.

17. 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. 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.

18. 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.

Requests for Exclusion

19. Any putative member of the Settlement Class who seeks to be excluded from the Settlement Class must submit a written request for exclusion to the Settlement Administrator by

U.S. Mail, postmarked no later than the Objection and Exclusion Deadline as described in the Full Class Notice and the Settlement Website.

20. Settlement Class Members who wish to request exclusion from the Settlement Class must include the Settlement Class Member's name, address, telephone number, and information sufficient to verify that the individual is a member of the Settlement Class (which may include a Claimant Identification Code and/or Confirmation Code); include case name and number: *Lopez et al. v. Apple Inc.*, Case No. 4:19-cv-04577 (N.D. Cal.); personally sign and date the Request; and make 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.

21. Any member of the Settlement Class who does not submit a valid and timely request for exclusion shall be bound by the final judgment dismissing the Lawsuit on the merits with prejudice.

22. Any person 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. If a Settlement Class Member submits both a Claim Form and a timely exclusion request, the exclusion shall take precedence and be considered valid and binding unless it is withdrawn.

Final Approval Hearing

23. The Final Approval Hearing shall be held by the Court on _____, 2025 [a date convenient for the Court no sooner than forty-five (45) days after the Objection and Exclusion Deadline], beginning at __:___ __.m., to determine whether the requirements for final certification of the Settlement Class have been met; whether the proposed settlement of the Lawsuit on the terms set forth in the Settlement should be approved as fair, reasonable, and adequate, and in the best interest of the Settlement Class Members; whether Class Counsel's motion for Attorneys' Fees and Expenses Payment and Service Awards should be approved; and whether final judgment approving the Settlement and dismissing the Lawsuit on the merits with

prejudice should be entered. The Final Approval Hearing may, without further notice to the Settlement Class Members, be continued or adjourned by order of the Court.

24. At least 35 days before the Final Approval Hearing, Class Counsel shall file papers in support of the motion for final approval of the Settlement.

25. At least 35 days before the Objection and Exclusion Deadline, Class Counsel shall file all papers in support of their forthcoming motion for attorneys' fees, reimbursement of litigation expenses, and Service Awards.

26. At least seven (7) days before the Final Approval Hearing, Class Representatives, Class Counsel, and/or Apple may file a response to any timely written objections received, and the Parties shall file any additional papers in support of the Motion for the Final Approval Order and Final Judgment.

27. Plaintiffs' Counsel and Apple Counsel are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement, which are not materially inconsistent with either this Order or the Settlement Agreement.

Termination of the Settlement and Use of this Order

28. 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.

29. The schedule of events referenced above should occur as follows:

Event	**Timing**	**Date**
Apple to provide Settlement Class Member List ("Data Transfer Date")	No later than thirty (30) days after entry of this Preliminary Approval Order	
Notice to the Class commences ("Notice Date")	No later than forty-five (45) days after Data Transfer Date	
Deadline to File Class Counsel's Motion for Attorneys' Fees and Expenses and Plaintiff's Request for Service Awards	No later than thirty-five (35) days before Objection and Exclusion Deadline.	
Deadline to file Motion for Final Approval of the Settlement	No later than thirty-five (35) days before Final Approval Hearing.	
Claims Filing Deadline	One hundred thirty-five (135) days after entry of the Preliminary Approval Order.	
Objection and Exclusion Deadline	At least sixty (60) days after the Notice Date, and same date as Claim Filing Deadline	

Event	Timing	Date
Deadline to File Opt-Out List and Settlement Administrator Declaration concerning Notice and Opt-Outs	No later than thirty-five (35) days before Final Approval Hearing	
Deadline to File Oppositions to Objections/Reply Memorandum in Support of Motions	No later than seven (7) days prior to the Final Approval Hearing.	
Final Approval Hearing	At least forty-five (45) days after the Objection and Exclusion Deadline.	

IT IS SO ORDERED.

Dated: _____ 2025

/s/_____
JEFFREY S. WHITE
Hon. United States District Judge

EXHIBIT 2

(To the Joint Declaration ISO Motion for Preliminary Approval)

Lopez et al. v. Apple Inc., No. 4:19-cv-04577- JSW

CHART OF SELECTED COMPARABLE CASE OUTCOMES

Case Name	*Facebook, Inc. Internet Tracking Litig.*, No. 5:12-md-2314 (N.D. Cal.)	*TikTok, Inc. Consumer Privacy Litig.*, No. 1:20-cv-04699 (N.D. Ill.)	*In re Vizio, Inc., Consumer Priv. Litig.*, No. 8:16-ml-02693 (C.D. Cal.)	*In re Apple Inc. Device Performance Litig.*, No. 5:18-md-2827 (N.D. Cal.)	*In re MacBook Keyboard Litig.*, No. 5:18-CV-02813-EJD, (N.D. Cal. May 25, 2023)	*Fraley v. Facebook, Inc.*, No. 3:11-cv-1726-RS, (N.D. Cal. 2013)	*Tabak v. Apple, Inc.* No. 4:19-cv-02455 (N.D. Cal)	*Katz-Lacabe et al v. Oracle America, Inc.*, No. 3:22-CV-04792 (N.D. Cal.)
Claims Released	SCA; Breach of contract; Implied covenant of good faith and fair dealing (claims remaining post-appeal)	Illinois BIPA; Computer Fraud and Abuse Act; CDAFA; California Constitutional right to privacy; California Unfair Competition and False advertising laws; Video Privacy Protection Act; Intrusion upon seclusion; Unjust enrichment /Restitution	Video Privacy Protection Act; Wiretap Act; CIPA; CLRA; UCL; State consumer protection laws	UCL; CLRA	CLRA; State consumer protection laws	UCL; Cal. Civil Code § 3344	Song-Beverly Consumer Warranty Act; State consumer protection laws; Common law fraud; Negligent misrepresentation	California Constitutional right to privacy; Intrusion upon seclusion; CIPA; Florida Security of Communications Act; Unjust enrichment
Settlement Fund	$90 M	$92 M	$17 M	$310-500 M	$50 M	$20 M	$35 M	$115 M

Case Name	*Facebook, Inc. Internet Tracking Litig.*, No. 5:12-md-2314 (N.D. Cal.)	*TikTok, Inc. Consumer Privacy Litig.*, No. 1:20-cv-04699 (N.D. Ill.)	*In re Vizio, Inc., Consumer Priv. Litig.*, No. 8:16-ml-02693 (C.D. Cal.)	*In re Apple Inc. Device Performance Litig.*, No. 5:18-md-2827 (N.D. Cal.)	*In re MacBook Keyboard Litig.*, No. 5:18-CV-02813-EJD, (N.D. Cal. May 25, 2023)	*Fraley v. Facebook, Inc.*, No. 3:11-cv-1726-RS, (N.D. Cal. 2013)	*Tabak v. Apple, Inc.* No. 4:19-cv-02455 (N.D. Cal)	*Katz-Lacabe et al v. Oracle America, Inc.*, No. 3:22-CV-04792 (N.D. Cal.)
Non-Monetary Relief	Sequester and delete data	Cease the collection and storage of biometric information and other data absent consent; delete data; implement training on data privacy law compliance	Deletion of class members' data collected and implementation of prominent disclosures	N/A	N/A	Provide adequate disclosures and tools to opt minors out	N/A	Cease collection of data and implement an audit program to review customers' compliance with contractual consumer privacy obligations
Class Size	124 M	81 M	11M	106 M	15 M	150 M	1.65 M	220 M
Notice Method	Email notice, digital advertisement, social media, paid search	Email notice, media campaign, settlement website, social media, paid search, direct message in-app	Notice displayed on Vizio Smart TVs, email, digital advertisement, press release, settlement website.	Email, mail, settlement website	Email, mail, settlement website, toll-free telephone line	Email, newspaper notice, press release, settlement website	Email, mail, settlement website, toll-free telephone line	Email, media campaign, press release, settlement website, toll-free telephone line
Number of Class Members to Whom Notice Was Sent	114,078,891 via email	80,989,886 via email	7,828,308 via email 5 M via television notice	90,119,272 via email 5,609,281 via mail	14,359,253 via email 401,570 via mail	146,617,076 via email	1,342,109 via email 344,645 via mail	455,765,810 via email

Case Name	*Facebook, Inc. Internet Tracking Litig.*, No. 5:12-md-2314 (N.D. Cal.)	*TikTok, Inc. Consumer Privacy Litig.*, No. 1:20-cv-04699 (N.D. Ill.)	*In re Vizio, Inc., Consumer Priv. Litig.*, No. 8:16-ml-02693 (C.D. Cal.)	*In re Apple Inc. Device Performance Litig.*, No. 5:18-md-2827 (N.D. Cal.)	*In re MacBook Keyboard Litig.*, No. 5:18-CV-02813-EJD, (N.D. Cal. May 25, 2023)	*Fraley v. Facebook, Inc.*, No. 3:11-cv-1726-RS, (N.D. Cal. 2013)	*Tabak v. Apple, Inc.* No. 4:19-cv-02455 (N.D. Cal)	*Katz-Lacabe et al v. Oracle America, Inc.*, No. 3:22-CV-04792 (N.D. Cal.)
Number and Percentage of Claim Forms Submitted	2,122,009 claims 1.71%	1.2 M claims (in total) 1.4% for nationwide class; 13% for Illinois subclass	511,411 claims 4.65%	3,284,985 claims 3.1%	Group 1: 100% effective (no claim submission required) Group 2 & 3: 113,000 claims 11%	614,994 claims 0.41%	114,684 claims 6.95%	3,234,120 claims 1.47%
Average Recovery Per Class Member	$39.21	Est. Payment: $27.19 for nationwide class; $163.13 for Illinois subclass	Est. Payment: $16.50 per claimed Smart TV	$25	Group 1: $300-395 Group 2: $125 Group 3: $50	$15	Est. Payment: $50 to $349 for Members who paid Apple out-of-pocket for repair/replacement and up to $200 for members who did not pay out-of-pocket	Est. Payment: $25
Administrative Costs	$2.35 M	$3.3 M	$122,830.65	Up to $12.75 M	Up to $1.4 M	$1,017,397.66	$1,099,848.04	Up to $4.8 M
Amount Distributed to Cy Pres Recipients	N/A	N/A	$37,073.41	N/A	N/A	N/A	N/A	N/A

Case Name	*Facebook, Inc. Internet Tracking Litig.*, No. 5:12-md-2314 (N.D. Cal.)	*TikTok, Inc. Consumer Privacy Litig.*, No. 1:20-cv-04699 (N.D. Ill.)	*In re Vizio, Inc., Consumer Priv. Litig.*, No. 8:16-ml-02693 (C.D. Cal.)	*In re Apple Inc. Device Performance Litig.*, No. 5:18-md-2827 (N.D. Cal.)	*In re MacBook Keyboard Litig.*, No. 5:18-CV-02813-EJD, (N.D. Cal. May 25, 2023)	*Fraley v. Facebook, Inc.*, No. 3:11-cv-1726-RS, (N.D. Cal. 2013)	*Tabak v. Apple, Inc.* No. 4:19-cv-02455 (N.D. Cal)	*Katz-Lacabe et al v. Oracle America, Inc.*, No. 3:22-CV-04792 (N.D. Cal.)
Attorneys' Fees, Service Awards and Costs	Fees: $26.1 M Expenses: $393K Service Awards: $5,000 for each of the 4 federal plaintiffs and $3,000 for each of the 3 state court plaintiffs ($29,000)	Fees: $29.3M Expenses: $789.9K Service Awards: $2,500 (for each of the 35 named plaintiffs)	Fee: $5.61 M Expenses: $181,808.59 Service Awards: $5,000 (for each of the 6 named plaintiffs)	Fees: $80.6 M Expenses: $995,244.93 Service Awards: $3,500 (for 9 named plaintiffs that were deposed); $1,500 (for 123 named plaints not deposed)	Fees: $15 M Expenses: $1,559,090.75 Service Awards: $5,000 (for each of the 12 named plaintiffs)	Fees: 25% of the settlement funds after deduction of admin expense, costs, incentive awards. Expenses: $236,591.08 Service Awards: $1,500 (for each of the 3 named plaintiffs)	Fees: $8.75 M Expenses: $175,143.81 Service Awards: $3,000 (for each of the 6 named plaintiffs)	Fees: 28.75 M Expenses: $211,350.52 Service Awards: 10,000 (for each of the 2 named plaintiffs).
Total Exposure if Plaintiffs Prevailed on Every Claim	Conservative estimate of $900 M	Unknown	Approx. $77 M	Approx. $570 M	Approx. $178 - $569 M	Unknown	Unknown	Unknown

EXHIBIT 3

(To the Joint Declaration ISO Motion for Preliminary Approval)

LOWEY DANNENBERG

Data Privacy

Firm Resume

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Contents

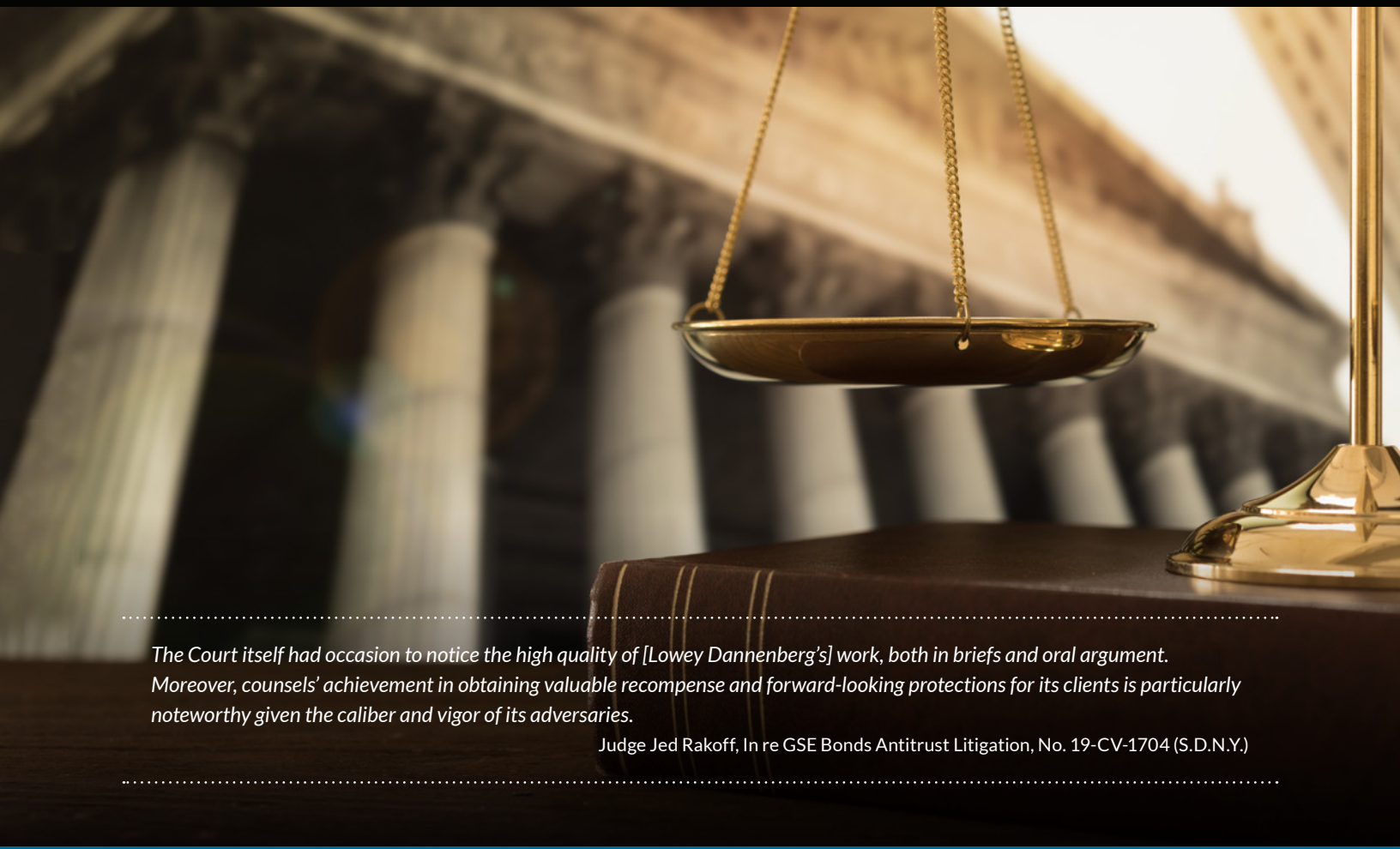
LOWEY DANNENBERG

Firm Overview

Since the firm's founding by Stephen Lowey in the 1960s, Lowey Dannenberg, P.C. ("Lowey Dannenberg") has represented sophisticated clients in complex financial litigation pursuant to the federal securities, antitrust, and commodities laws. Lowey Dannenberg also regularly represents some of the world's largest health insurers in healthcare cost recovery actions.

Lowey Dannenberg has recovered billions of dollars for its clients and the classes they represent. Those clients include some of the nation's largest pension funds, e.g., the California State Teachers' Retirement System ("CalSTRS"), the Treasurer of the Commonwealth of Pennsylvania and the Pennsylvania Treasury Department, the New York State Common Retirement Fund, and the New York City Pension Funds; sophisticated institutional investors, including Federated Investors, which manages more than $600 billion in assets; and Fortune 100 companies like Aetna, Anthem, CIGNA, Humana, and Verizon.

Aetna and Humana have publicly lauded Lowey in Corporate Counsel Magazine as their "Go To" outside counsel because of the firm's years of service to Fortune 100 health insurers in opt-out litigation involving state and federal fraud claims.



The Court itself had occasion to notice the high quality of [Lowey Dannenberg's] work, both in briefs and oral argument. Moreover, counsels' achievement in obtaining valuable recompense and forward-looking protections for its clients is particularly noteworthy given the caliber and vigor of its adversaries.

Judge Jed Rakoff, In re GSE Bonds Antitrust Litigation, No. 19-CV-1704 (S.D.N.Y.)

Data Breach Class Actions

Lowey Dannenberg represents both consumers and financial institutions in some of the largest data breach class actions, including those affecting tens of millions of customers across the hospitality, healthcare, and retail industries.

Barr v. Drizly, LLC, Case No. 20-CV-11492 (D. Mass.)

Lowey Dannenberg served as court-appointed class counsel on behalf of millions of consumers impacted by a data breach at one of the largest alcohol delivery companies, Drizly LLC ("Drizly"). On March 30, 2021, U.S. District Judge Leo T. Sorokin granted preliminary approval of a settlement in which Drizly agreed to pay a total of no less than $1,050,000 and no more than $3,150,000, and issue service credits up to $447,750. Drizly also agreed to implement and maintain sufficient data security measures to prevent future data breaches. On November 22, 2021, the Court granted final approval of the settlement. As a result of Lowey Dannenberg's robust notice program, Drizly paid the maximum amount under the terms of the settlement.

In re Wawa, Inc. Data Security Litigation, No. 19-cv-06019 (E.D. Pa.)

Lowey Dannenberg serves as co-lead counsel in a class action against Wawa, Inc. ("Wawa") on behalf of a class of financial institutions affected by Wawa's failure to properly secure their card processing system. As a result of Wawa's conduct, unauthorized third parties were able to gain access to customers' payment card information for over nine months. The data breach is estimated to have impacted more than 30 million individuals at 850 locations. Judge Gene E.K. Pratter of the U.S. District Court for the Eastern District of Pennsylvania sustained several of Plaintiffs' claims, including negligence and injunctive relief. On October 12, 2023, Lowey received preliminary approval for a $28.5 million settlement for a class of financial institutions.

Under the Settlement, Wawa has committed a total of up to $28.5 million to compensate class members that submit valid claims, including: (1) up to $18.5 million to cover costs associated with cancelling and replacing payment cards in response to the data breach; (2) up to $8 million for losses resulting from payment card fraud; and (3) up to $2 million to be distributed to class members that attest to incurring other costs, in the alternative to filing another form of claim. This settlement was the third largest data breach settlement in 2023. *See Duane Morris Class Action Review - Executive Summary 2024* at p. 517.

Hozza v. PrimoHoagies Franchising, Inc., No. 20-cv-04966 (D.N.J.)

Lowey Dannenberg served as sole class counsel in a class action against PrimoHoagies Franchising, Inc. ("PrimoHoagies") arising out of the company's deficient data security that exposed consumers' personal data, including credit card information. The data breach is estimated to have lasted seven months, impacting dozens of locations across seven states. On March 22, 2023, Lowey received final approval for a settlement for a class of consumers that allows for up to $120 for out-of-pocket expenses and an additional $7.50 for lost time related to the data breach. In addition to payments, class members received one year of credit-monitoring services valued as $119.40.

In re Rutter's Inc. Data Security Breach Litigation, No. 20-cv-00382 (M.D. Pa.)

Lowey Dannenberg served as co-lead class counsel in a class action on behalf of consumers against Rutter's Holdings, Inc. ("Rutter's"). The action arises out of Rutter's failure to secure its point-of-sale system, which allowed hackers to compromise customers' payment card information. The breach is estimated to have lasted approximately eight months.

Chief Judge John E. Jones, III of the U.S. District Court for the Middle District of Pennsylvania sustained several of Plaintiffs' key claims, including negligence, breach of implied contract, and unjust enrichment. During discovery, Lowey Dannenberg successfully argued that Rutter's must turn over investigative reports prepared by third party consultants, which Rutter's argued were protected by the attorney-client privilege and work product doctrine.

In re USAA Data Security Litigation, No. 21-cv-05813 (S.D.N.Y.)

On November 17, 2021, Judge Vincent L. Briccetti appointed Lowey Dannenberg as co-lead counsel representing a proposed class of consumer plaintiffs. The case alleges that United Services Automobile Association ("USAA") allowed unauthorized third parties to intentionally target and improperly obtain Plaintiff's and class members' personally identifiable information, including Driver's License numbers, through the use of USAA's online insurance quote and/or policy process. Plaintiff defeated Defendant's Motion to Dismiss, including sustaining claims pursuant to the Drivers Privacy Protection Act. On December 11, 2024, Plaintiff filed for preliminary approval of a $3.25 million settlement.

Rand v. The Travelers Indemnity Company, No. 7:21-cv-10744 (S.D.N.Y.)

This case arises out of a data incident, which Plaintiff alleges caused Class Members' personal information, including Driver's License numbers, to be accessed, stolen, or compromised as a result of the unauthorized third-party access to Travelers' independent agent portal. Plaintiff defeated Travelers' Motion to Dismiss, including sustaining claims pursuant to the Drivers Privacy Protection Act. On September 9, 2024, Judge Vincent L. Briccetti preliminarily approved a $6 million class settlement and appointed Lowey Dannenberg as Class Counsel.

In re: NCB Management Services, Inc. Data Breach Litigation, No. 2:23-cv-01236 (E.D. Pa.)

On June 5, 2023, the Court appointed Lowey Dannenberg as co-lead counsel representing a proposed class of consumer plaintiffs. The case alleges that debt-collector NCB Management Services, Inc. ("NCB") allowed unauthorized third parties to intentionally target and improperly obtain Plaintiff's and class members' personally identifiable information through a ransomware attack. Plaintiff defeated Defendant's Motion to Dismiss on certain grounds. Plaintiffs recently reached a settlement with NCB and anticipate moving for approval soon.

Privacy Class Actions

Lowey Dannenberg is at the forefront of some of the most high-profile and largest privacy cases in the country, including those involving new and emerging technology.

In re Google Assistant Privacy Litigation, No. 19-cv-04286 (N.D. Cal.)

Lowey Dannenberg serves as co-lead class counsel in one of the largest privacy cases in the country, representing a class of consumers against tech giant Google. Plaintiffs' claims arise out of Google's unlawful and intentional recording of Plaintiffs' and class members' confidential communications without their consent through its Google Assistant software. On February 9, 2024, Judge Freeman granted Plaintiffs' Unopposed Motion for Approval of Class Notice Plan.

Lopez v. Apple, Inc., No. 19-cv-04577 (N.D. Cal.)

Similar to the case above, Lowey Dannenberg serves as co-lead class counsel in a class action on behalf of consumers alleging that Apple unlawfully and intentionally recorded Plaintiffs' and class members' confidential communications without their consent through its Siri-enabled devices. The case is currently pending in the Northern District of California.

Frasco v. Flo Health, Inc., No. 21-cv-00757 (N.D. Cal.)

Lowey Dannenberg serves as court appointed co-lead counsel in a class action against Flo Health, Inc. ("Flo"), Google, LLC, Facebook, Inc., AppsFlyer, Inc. and Flurry, Inc. Plaintiffs represent a class of consumers alleging that Flo collected and disclosed their intimate health data to some of the largest data analytics and advertising companies in the world. Plaintiffs allege claims for invasion of privacy, breach of contract, and violation of the Federal Wiretap Act, among others. Lowey Dannenberg also successfully defeated Google's motion for summary judgment regarding claims for invasion of privacy, California's Invasion of Privacy Act, the Federal Wiretap Act, and California's Comprehensive Computer Data Access and Fraud Act.

Wesch v. Yodlee, Inc., No. 20-cv-05991 (N.D. Cal.)

Lowey Dannenberg is leading the prosecution against Yodlee, Inc., one of the largest data and analytics companies in the world. Lowey Dannenberg represents a class of consumers whose financial data Yodlee, Inc. surreptitiously collected and sold without consent through software incorporated in third party applications. Lowey Dannenberg has successfully defeated two rounds of motion to dismiss briefing and a motion for summary judgment, leaving intact claims for invasion of privacy, fraud, unjust enrichment, and violation of California's Anti-Phishing Act.

Doe v. Hey Favor, Inc., 3:23-00059 (N.D. Cal.).

Lowey Dannenberg represents a class of Hey Favor, Inc. website and app users alleging their personal data, including prescription information, were unlawfully disclosed to and intercepted by Meta Platforms, Inc., TikTok, Inc., and FullStory, Inc. using sophisticated tracking technology (e.g., the Meta Pixel, the TikTok Pixel, and Session Replay Software).

Laskowski v. Florida Health Sciences Center, Inc., No. 8:23-cv-00456 (M.D. Fl.)

Lowey Dannenberg represents a class of Tampa General Hospital patients who allege that their highly sensitive data, including information relating to their patient status, medical conditions, prescriptions, appointments, specific treatment, messages to healthcare providers and PII was disclosed to Meta Platforms, Inc. through Tampa General Health's intentional incorporation of Meta's tracking software (e.g., the Meta Pixel) on its website and patient portal.

Doe v. The Regents of the University of California, No. 3:23-cv-00598 (N.D. Cal.)

Lowey Dannenberg represents a class of University of California San Francisco Medical Center ("UCSF") patients who allege that their highly sensitive data, including information relating to their medical conditions, appointments, specific treatment, messages to health care providers, and PII was disclosed to Meta Platforms, Inc. through UCSF's incorporation of Meta's tracking software (e.g., the Meta Pixel) on its website and patient portal.

Doe v. GoodRx Holdings, Inc. et al, No. 3:23-00501 (N.D. Cal.)

Lowey Dannenberg serves as court appointed co-lead counsel in a class action against GoodRx Holdings, Inc. ("GoodRx"), Meta Platforms, Inc. ("Meta"), Google LLC ("Google"), and Criteo Corp. ("Criteo"). Plaintiffs represent a class of GoodRx website and app users alleging their personal data, including prescription information, was unlawfully disclosed to and intercepted by Meta, Google, and Criteo using sophisticated tracking technology (e.g., pixels, software development kits, and session replay software). Plaintiffs moved for preliminary approval of a $25 million settlement with GoodRx on November 29, 2024.

Securities Litigation

Lowey Dannenberg has extensive experience representing clients in federal securities cases, including cases involving: financial fraud, auction rate securities, options backdating, Ponzi schemes, challenges to unfair mergers and tender offers, statutory appraisal proceedings, proxy contests and election irregularities, failed corporate governance, stockholder agreement disputes, and customer/brokerage firm arbitration proceedings.

Lowey's securities litigation practice has recovered billions of dollars on behalf of defrauded investors. The firm has also achieved landmark, long term corporate governance changes at public companies, including reversing results of elections and returning corporate control to the companies' rightful owners, its stockholders.

Lowey Dannenberg's public pension fund clients include the California State Teachers' Retirement System (CalSTRS), the New York State Common Retirement Fund, the State of Connecticut Retirement Plans and Trust Funds, the Treasurer of the Commonwealth of Pennsylvania, and the Pennsylvania Treasury Department. Representative institutional investor clients include Federated Investors, Inc., Glickenhaus & Co., Millennium Partners LLP, Karpus Investment Management LLP, Amegy Bank, Monster Worldwide Inc., Zebra Technologies, Inc., and Delcath Systems, Inc.

Active Securities Cases

Shafer et al v. Active Network LLC et al

Lowey Dannenberg serves as court-appointed co-lead counsel in *Shafer et al v. Active Network LLC et al.*, No. 1:23-CV-00577 (N.D. Ga.). The case is currently pending before Judge Leigh Martin May. The securities lawsuit alleges that: (a) Active Network used deceptive and abusive acts and practices to dupe its customers into enrolling into Active Network's own discount club; (b) since July 2011, Active Network and by extension, Global Payments, was aware of such unauthorized conduct and that it was violating relevant regulations and laws aimed at protecting its consumers; (c) since 2011, Global Payments failed to properly monitor its subsidiary from engaging in such unlawful conduct, detect and stop the misconduct, and identify and remediate harmed consumers; (d) all the foregoing subjected the Company to a foreseeable risk of heightened regulatory scrutiny or investigation; (e) Global Payments' revenues were in part the product of Active Network's unlawful conduct and thus unsustainable; and (f) as a result, the Company's public statements were materially false and misleading at all relevant times. On August 26, 2024, Judge Leigh Martin May issued an order granting preliminary approval of a $3.6 million settlement between Global Payments Inc.

In Re: Kirkland Lake Gold LTD Securities Litigation

Lowey Dannenberg serves as sole Lead Counsel representing a proposed class of shareholders against Toronto-based gold-mining company Kirkland Lake Gold Ltd. (now merged with Agnico Eagle Mines Ltd. as of February 2022). Plaintiffs allege that the company misled investors when its CEO Anthony Makuch repeatedly downplayed the possibility that the company would engage in any mergers or acquisitions, while simultaneously negotiating the acquisition of Detour Gold Corporation in 2019. The case is pending before Judge J. Paul Oetken. *In re Kirkland Lake Gold Ltd. Sec. Litig.*, No. 20-cv-4953 (JPO), 2021 WL 4482151 (S.D.N.Y. Sept. 30, 2021).

Notable Recoveries

Notable achievements for our securities clients include the following:

Norfolk County Retirement System v. Community Health Systems, Inc., et al.

Lowey Dannenberg recovered $53 million on behalf of Lead Plaintiff, the New York City Pension Funds, and the certified class of investors in Community Health System common stock. As Lead Counsel in this hard-fought and long-standing securities class action, Lowey Dannenberg charged Community Health Systems, one of the largest for-profit hospital systems in the United States, with failing to disclose that its highly-touted growth and performance were achieved through a scheme to improperly inflate Medicare patient admissions.

U.S. District Judge Eli J. Richardson addressed Lowey Dannenberg's efforts at the final approval hearing finding that *"counsel for plaintiff has been diligent, very diligent, has worked very hard, knows the case, knows the facts, is very experienced in these sorts of securities fraud class actions, and has gone to the mat for their client for many years."* During the litigation, Lowey Dannenberg achieved a unanimous reversal of the lower court's dismissal of the case before the Sixth Circuit Court of Appeals and successfully opposed Supreme Court review. *Norfolk Cty. Ret. Sys. v. Community Health Sys., Inc.*, 877 F.3d 687 (6th Cir. 2017), cert. denied 139 S. Ct. 310 (2018). Following extensive discovery, the court preliminarily approved the settlement in January 2020, which the Court approved and made final on June 19, 2020. *Norfolk County Retirement System v. Community Health Systems, Inc., et al.* 11-cv-0433 (M.D. Tenn.).

In re Beacon Associates Litigation; In re J.P. Jeanneret Associates, Inc., et al.

In re Beacon Associates Litigation, 09-CV-0777 (S.D.N.Y.); *In re J.P. Jeanneret Associates, Inc.*, et al., 09-cv-3907 (S.D.N.Y.). Lowey Dannenberg represented several unions, which served as Lead Plaintiffs, in litigation arising from Bernie Madoff's Ponzi scheme. On March 15, 2013, the Honorable Colleen McMahon of the United States District Court for the Southern District of New York granted final approval of the $219.9 million settlement of Madoff feeder-fund litigation encompassing the *In re Beacon* and *In re Jeanneret* class actions. Lowey Dannenberg, as Liaison Counsel, was instrumental in achieving this outstanding result. The settlement covered several additional lawsuits in federal and New York state courts against the settling defendants, including suits brought by the United States Secretary of Labor and the New York Attorney General. Plaintiffs in these cases asserted claims under the federal securities laws, ERISA, and state laws arising out of hundreds of millions of dollars of losses sustained by unions and other investors in Bernard Madoff feeder funds. The settlement recovered an extraordinary 70% of investors' losses. This settlement, combined with anticipated recovery from a separate liquidation of Madoff assets, is expected to restore the bulk of losses to the pension funds for the local unions and other class members. In granting final approval, Judge McMahon praised both the result and the lawyering in these coordinated actions, noting that *"[i]n the history of the world there has never been such a response to a notice of a class action settlement that I am aware of, certainly, not in my experience,"* and that *"[t]he settlement process really was quite extraordinary."* In her written opinion, Judge McMahon stated that *"[t]he quality of representation is not questioned here, especially for those attorneys (principally from Lowey Dannenberg) who worked so hard to achieve this creative and, in my experience, unprecedented global settlement." In re Beacon Associates Litig.*, 09 CIV. 777 CM, 2013 WL 2450960, at *14 (S.D.N.Y. May 9, 2013).

In re Juniper Networks, Inc. Sec. Litig.

In 2010, as lead counsel for the Lead Plaintiff, the New York City Pension Funds, Lowey Dannenberg achieved a settlement in the amount of $169.5 million, one of the largest settlements in an options backdating case, after more than three years of hard-fought litigation. *In re Juniper Networks, Inc. Sec. Litig.*, No. C-06-04327 JW (N.D. Cal.).

In re ACS Shareholder Litigation

Lowey Dannenberg successfully challenged a multi-billion-dollar merger between Xerox Corp. and Affiliated Computer Systems ("ACS"), which favored Affiliated's CEO at the expense of our client, Federated Investors, and other ACS shareholders. In expedited proceedings, Lowey achieved a $69 million settlement as well as structural protections in the shareholder vote on the merger. The settlement was approved in 2010. *In re ACS Shareholder Litigation*, Consolidated C.A. No. 4940-VCP (Del. Ch.).

In re Bayer AG Securities Litigation

We represented the New York State Common Retirement Fund as Lead Plaintiff in a securities fraud class action arising from Bayer's marketing and recall of its Baycol drug. Lowey Dannenberg was appointed as lead counsel for the New York State Common Retirement Fund at the inception of merits discovery, following the dismissal of the New York State Common Retirement Fund's former counsel. The class action settled for $18.5 million in 2008. *In re Bayer AG Securities Litigation*, 03 Civ. 1546 (WHP) (S.D.N.Y.).

In re WorldCom Securities Litigation

Lowey Dannenberg's innovative strategy and zealous prosecution produced an extraordinary recovery in the fall of 2005 for the New York City Pension Funds in the *WorldCom Securities Litigation*, substantially superior to that of any other WorldCom investor in either class or opt-out litigation. Following our advice to opt out of a class action in order to litigate their claims separately, the New York City Pension Funds recovered almost $79 million, including 100% of their damages resulting from investments in WorldCom bonds. *In re WorldCom Securities Litigation*, Master File No. 02 Civ. 3288 (DLC) (S.D.N.Y.).

Federated American Leaders Fund, Inc.

Federated American Leaders Fund, Inc., No. 08-cv- 01337-PB (D.N.H.). In 2008, Lowey Dannenberg successfully litigated an opt-out case on behalf of client Federated Investors, Inc., arising out of the *Tyco Securities Litigation*. The client asserted claims unavailable to the class (including a claim for violation of § 18 of the Securities Exchange Act of 1934 and a claim for violations of the New Jersey RICO statute). Pursuit of an opt-out strategy resulted in a recovery of substantially more than the client would have received had it merely remained passive and participated in the class action settlement.

In re Philip Services Corp., Securities Litigation

In re Philip Services Corp., Securities Litigation, No. 98 Civ. 835 (AKH) (S.D.N.Y.). On March 19, 2007, the United States District Court for the Southern District of New York approved a $79.75 million class action settlement, in which Lowey Dannenberg acted as Co-Lead Counsel, on behalf of United States investors of Philip Services Corp., a bankrupt Canadian resource recovery company. $50.5 million of the settlement was paid by the Canadian accounting firm of Deloitte & Touche, LLP, perhaps the largest recovery from a Canadian auditing firm in a securities class action, and among the largest obtained from any accounting firm. Earlier in the litigation, the United States Court of Appeals for the Second Circuit issued a landmark decision protecting the rights of United States citizens to sue foreign companies who fraudulently sell their securities in the United States. *DiRienzo v. Philip Services Corp.*, 294 F.3d 21 (2d Cir. 2002).

In re New York Stock Exchange/ Archipelago Merger Litigation

Lowey Dannenberg acted as co-lead counsel for a class of seatholders seeking to enjoin the merger between the New York Stock Exchange ("NYSE") and Archipelago Holdings, Inc. As a result of the action, the merger terms were revised, providing the seatholders with more than $250 million in additional consideration. Further, the NYSE agreed to retain an independent financial adviser to report to the court as to the fairness of the deal to the NYSE seatholders. Plaintiffs also provided the court with their expert's analysis of the new independent financial adviser's report so that seatholders could assess both reports prior to the merger vote. The court noted that "these competing presentations provide a fair and balanced view of the proposed merger and present the NYSE Seatholders with an opportunity to exercise their own business judgment with eyes wide open. The presentation of such differing viewpoints ensures transparency and complete disclosure." *In re New York Stock Exchange/ Archipelago Merger Litigation*, No. 601646/05, 2005 WL 4279476, at *14 (N.Y. Sup. Ct. Dec. 5, 2005).

Delcath Systems, Inc. v. Ladd, et al.

On September 25, 2006, Lowey Dannenberg helped Laddcap Value Partners win an emergency appeal, reversing a federal district court's order disqualifying the votes Laddcap solicited to replace the board of directors of Delcath Systems, Inc. Prior to Lowey Dannenberg's involvement in the case, on September 20, 2006, the district court enjoined Laddcap, Delcath's largest stockholder, from submitting stockholder consents on the grounds of alleged and unproven violations of federal securities law. After losing an injunction proceeding in the district court on September 20, 2006, and with the election scheduled to close on September 25, 2006, Laddcap hired Lowey Dannenberg to prosecute an emergency appeal, which Lowey won on September 25, 2006, the last day of the election period. *Delcath Systems, Inc. v. Ladd*, 466 F.3d 257 (2d Cir. 2006). Shortly thereafter, the case settled with Laddcap gaining seats on the board, reimbursement of expenses, and other benefits. *Delcath Systems, Inc. v. Ladd, et al.*, No. 06 Civ. 6420 (S.D.N.Y.).

Salomon Brothers Municipal Partners Fund, Inc. v. Thornton

Lowey Dannenberg represented Karpus Investment Management in its successful proxy contest and subsequent litigation to prevent the transfer of management by Citigroup to Legg Mason of the Salomon Brothers Municipal Partners Fund. We defeated the Fund's preliminary injunction action which sought to compel Karpus to vote shares it had solicited by proxy but withheld from voting in order to defeat a quorum and prevent approval of the transfer. *Salomon Brothers Mun. Partners Fund, Inc. v. Thornton*, 410 F. Supp. 2d 330 (S.D.N.Y. 2006).

In re DaimlerChrysler AG Sec. Litigation

Lowey Dannenberg represented Glickenhaus & Co., a major registered investment advisor and, at the time, the second largest stockholder of Chrysler, in an individual securities lawsuit against DaimlerChrysler AG. Successful implementation of the firm's opt-out strategy led to a recovery for its clients far in excess of that received by other class members. *See Tracinda Corp. v. DaimlerChrysler AG*, 197 F. Supp. 2d 42 (D. Del. 2002); *In re DaimlerChrysler AG Sec. Litig.*, 269 F. Supp. 2d 508 (D. Del. 2003). *In re DaimlerChrysler AG Sec. Litigation*, Master Docket No. 00-993-JJF (D. Del.).

Doft & Co. v. Travelocity.com, Inc.

Following a three-day bench trial in a statutory appraisal proceeding, the Delaware Chancery Court awarded the firm's clients, an institutional investor and investment advisor, $30.43 per share plus compounded prejudgment interest, for a transaction in which the public shareholders who did not seek appraisal were cashed out at $28 per share. *Doft & Co. v. Travelocity.com, Inc.*, No. Civ. A. 19734, 2004 WL 1152338 (Del. Ch. May 20, 2004), modified, 2004 WL 1366994 (Del. Ch. June 10, 2004).

MMI Investments, LP v. NDCHealth Corp., et al.

Lowey Dannenberg filed an individual action on behalf of hedge fund, MMI Investments, asserting claims for violations of the federal securities laws and the common law, including claims not available to the class, most notably a claim for violation of § 18 of the Securities Exchange Act of 1934 and a claim for common law fraud. After zealously litigating the client's claims, the Firm obtained a substantial settlement, notwithstanding the fact that the class claims were dismissed. *MMI Investments, LP v. NDCHealth Corp., et al.*, 05 Civ. 4566 (S.D.N.Y.).

Omnicare, Inc. v. NCS Healthcare, Inc.

Lowey Dannenberg, as Co-Lead Counsel on behalf of an institutional investor, obtained an injunction from the Delaware Supreme Court, enjoining a proposed merger between NCS Healthcare, Inc. and Genesis Health Ventures, Inc., in response to Lowey Dannenberg's argument that the NCS board breached its fiduciary obligations by agreeing to irrevocable merger lock-up provisions. As a result of the injunction, the NCS shareholders were able to benefit from a competing takeover proposal by Omnicare, Inc., a 300% increase from the enjoined transaction, providing NCS's shareholders with an additional $99 million. *Omnicare, Inc. v. NCS Healthcare, Inc.*, 818 A.2d 914 (Del. 2003).

In re CINAR Securities Litigation

Lowey Dannenberg acted as Lead Counsel, obtaining a $27.25 million settlement on behalf of client the Federated Kaufmann Fund and a class of purchasers of securities of CINAR Corporation. The court found that "the quality of [Lowey Dannenberg's] representation has been excellent." *In re CINAR Securities Litigation*, Master File No. 00 CV 1086 (E.D.N.Y. Dec. 2, 2002).

meVC Draper Fisher Jurvetson Fund 1, Inc. v. Millennium Partners

Lowey Dannenberg successfully represented an affiliate of Millennium Partners, a major private investment fund, in litigation in the Delaware Chancery Court over a board election. Lowey's efforts resulted in the voiding of two elections of directors of meVC Draper Fisher Jurvetson Fund 1, Inc., a NYSE-listed closed end mutual fund, on grounds of breach of fiduciary duty. In a subsequent proxy contest litigation in the United States District Court for the Southern District of New York, the entire board of directors was ultimately replaced with Millennium's slate. *meVC Draper Fisher Jurvetson Fund 1, Inc. v. Millennium Partners*, 260 F. Supp. 2d 616 (S.D.N.Y. 2003); *Millenco L.P. v. meVC Draper Fisher Jurvetson Fund 1, Inc.*, 824 A.2d 11 (Del. Ch. 2002).

Protecting Investors in Other Financial Markets

Antitrust Cases in the Financial Markets

Lowey Dannenberg regularly serves as court appointed lead or co-lead counsel on some of the most important and complex antitrust class actions against some of the world's largest corporations, financial institutions, and producers. The firm has more than 40 attorneys who specialize in prosecuting these cases, including the following representative matters.

In re GSE Bonds Antitrust Litigation

Lowey Dannenberg served as Court-appointed Co-Lead Counsel in an antitrust class action alleging that several of the world's largest banks and brokers conspired to fix the prices of debt securities issued by government sponsored entities (e.g., Fannie Mae, Freddie Mac, Federal Farm Credit Banks, and Federal Home Loan Banks) between 2009 and 2016. *In re GSE Bonds Antitrust Litigation*, No. 19-cv-1704 (S.D.N.Y.) (Rakoff, J.).

On June 16, 2020, Judge Jed S. Rakoff finally approved settlements with all defendants totaling more than $386 million. Judge Rakoff praised "the high quality of [Lowey's] work, both in briefs and oral argument," and Lowey's achievement in "obtaining valuable recompense and forward-looking protections for its clients" in the face of vigorous opposition from adversaries of the highest caliber. *See In re GSE Bonds Antitrust Litig.*, No. 19-CV-1704 (JSR), 2020 WL 3250593 (S.D.N.Y. June 16, 2020). Notably, in addition to the substantial financial recovery in the case, Lowey worked closely with its client, the Treasurer of the Commonwealth of Pennsylvania, to curb future misconduct and successfully negotiated settlement provisions that required each defendant to maintain or create a compliance program designed prevent and detect future anticompetitive conduct in the GSE Bond Market.

In re Mexican Government Bonds Antitrust Litigation

Lowey Dannenberg serves as Court-appointed sole Lead Counsel in a class action against 10 global financial institutions that allegedly violated the Sherman Act by colluding to fix the prices of debt securities issued by the Mexican Government between 2006 and 2016. Plaintiffs are eight institutional investors that transacted in Mexican government debt, including directly with Defendants. The case is pending before Judge J. Paul Oetken in the Southern District of New York. On October 28, 2021, Judge Oetken granted final approval of a settlement with Defendants JPMorgan Chase and Barclays PLC for $20.7 million. *In re Mexican Government Bonds Antitrust Litigation*, 1:18-cv-02830 (S.D.N.Y). On February 9, 2024, the United States Court of Appeals for the Second Circuit vacated an order granting the remaining Defendants' motion to dismiss for lack of personal jurisdiction and remanded the case back to the district court for further proceedings.

In re European Government Bonds Antitrust Litigation

Lowey Dannenberg serves as court-appointed co-lead counsel in *In re European Government Bonds Antitrust Litigation*, Case No. 19-cv-2601 (VM) (S.D.N.Y.) before Judge Victor Marrero in the Southern District of New York. The case involves alleged price fixing by dealers responsible for bringing bonds issued by Eurozone member countries to the secondary market. On July 23, 2020, Judge Marrero sustained antitrust claims against certain dealers and allowed Plaintiffs to seek leave to replead their claims against the remaining defendants. *In re European Gov't Bonds Antitrust Litig.*, No. 19-cv-2601 (VM), 2020 WL 4273811 (S.D.N.Y. July 23, 2020). Subsequently, Lowey reached settlements with State Street, JPMorgan, Natixis, and UniCredit that the Court finally approved in April 2024, resulting in a settlement fund of $40 million. On July 29, 2024, Judge Marrero granted preliminary approval to an $80 million settlement with Bank of America, NatWest, Nomura, UBS, Citigroup, and Jefferies.

Sullivan, et al. v. Barclays plc, et al. (Euribor)

Lowey Dannenberg is co-lead counsel prosecuting claims against international financial institutions responsible for setting the Euro Interbank Offered Rate ("Euribor"), a global reference rate used to benchmark, price and settle over $200 trillion of financial products. Co-Lead Plaintiffs include the California State Teachers' Retirement System ("CalSTRS"). Lowey Dannenberg has recovered a total of $651.5 million for Euribor-based derivatives investors, which includes (1) a $94 million settlement with Barclays plc and related Barclays entities; (2) a $45 million settlement with Defendants HSBC Holdings plc and HSBC Bank plc; (3) a $170 million settlement with Defendants Deutsche Bank AG and DB Group Services (UK) Ltd.; (4) a $182.5 million settlement with Defendants Citigroup Inc., Citibank, N.A., JPMorgan Chase & Co. and JPMorgan Chase Bank, N.A; (5) a $55 million settlement with Defendants Crédit Agricole S.A. and Crédit Agricole CIB; and (6) a $105 million settlement with Defendant Société Générale. The claims against the remaining defendants in the case are presently on appeal before the United States Court of Appeals for the Second Circuit.

Laydon v. Mizuho Bank, Ltd., et al.; Sonterra Capital Master Fund Ltd., et al. v. UBS AG, et al. (Yen-LIBOR and Euroyen TIBOR)

Lowey Dannenberg is sole lead counsel prosecuting claims against international financial institutions responsible for the intentional and systematic manipulation of the London Interbank Offered Rate ("LIBOR") for the Japanese Yen and Euroyen TIBOR (the Tokyo Interbank Offered Rate). The firm represents clients in two actions relating to manipulation of products price-based on these benchmarks ("Euroyen-based derivatives"): *Laydon v. Mizuho Bank, Ltd. et al.*, 12-cv- 03419 (S.D.N.Y.) (Daniels, J.) (involving exchange based Euroyen-based derivatives) and *Fund Liquidation Holdings LLC et al. v. UBS AG et al.*, 15-cv-5844 (Daniels, J.) (involving over-the-counter Euroyen-based derivatives). Co-Lead Plaintiffs in the *Fund Liquidation* matter include CalSTRS. The *Fund Liquidation* action is presently on appeal before the United States Court of Appeals for the Second Circuit.

Lowey Dannenberg has thus far recovered $364.5 million for the Settlement Class and received substantial cooperation from settling defendants that it is using in the actions against the remaining defendants. In 2016, Judge Daniels granted final approval of a $35 million settlement with HSBC Holdings plc and HSBC Bank plc, a $23 million settlement with Citigroup, Inc. and several Citi entities, and a cooperation settlement with R.P. Martin. In 2017, Judge Daniels granted final approval of a $77 million settlement with Deutsche Bank AG and DB Group Services (UK) Ltd. and a $71 million settlement with JPMorgan Chase & Co. and related entities. On July 12, 2018, Judge Daniels granted final approval of a $30 million settlement with the The Bank of Tokyo-Mitsubishi UFJ, Ltd. and Mitsubishi UFJ Trust and Banking Corporation. In December 2019, the court finally approved two sets of settlements, one with Bank of Yokohama, Ltd., Shinkin Central Bank, The Shoko Chukin Bank, Ltd., Sumitomo Mitsui Trust Bank, Ltd. and Resona Bank, Ltd. for $31.75 million, and the second with Mizuho Bank, Ltd., Mizuho Corporate Bank, Ltd., and Mizuho Trust & Banking Co., Ltd., The Norinchukin Bank, and Sumitomo Mitsui Banking Corporation for $39.25 million. On March 14, 2023, Judge Daniels granted final approval of three settlements with Barclays Bank PLC, Barclays Capital Inc., and Barclays PLC for $17,750,000; Nex International Limited (f/k/a ICAP plc) and ICAP Europe Limited for $2,375,000; and TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc) for $2,375,000. On June 18, 2024, the Court approved an additional settlement with Société Générale for $35 million.

In re London Silver Fixing Ltd., Antitrust Litig.

Lowey Dannenberg is serving as co-lead counsel on behalf of a class of silver investors, including Commodity Exchange Inc. ("COMEX") silver futures contracts traders, against banks that allegedly colluded to fix the London Silver Fix, a global benchmark that impacts the value of more than $30 billion in silver and silver-based financial instruments. Judge Valerie E. Caproni sustained Sherman Antitrust Act and CEA claims alleged in Lowey Dannenberg's complaint, which relied predominately on sophisticated econometric analysis that Lowey Dannenberg developed in conjunction with a team of leading financial markets experts. *See In re London Silver Fixing Ltd., Antitrust Litig.*, No. 14-md-2573, 2016 WL 5794777 (S.D.N.Y. Oct. 3, 2016). In appointing Lowey Dannenberg, the Court praised Lowey Dannenberg's experience, approach to developing the complaint, attention to detail, and the expert resources that the firm brought to bear on behalf of the class. *See In re London Silver Fixing Ltd., Antitrust Litig.*, Case No. 14-md-2573 (VEC), ECF No. 17 (Nov. 25, 2014 S.D.N.Y.) (Caproni, J.). On June 15, 2021, Judge Caproni granted final approval of a $38 million settlement with Deutsche Bank AG and several of its subsidiaries. *See* Final Approval Order of Settlement with Deutsche Bank AG, Deutsche Bank Americas Holding Corporation, DB U.S. Financial Markets Holding Corporation, Deutsche Bank Securities, Inc., Deutsche Bank Trust Corporation, Deutsche Bank Trust Company Americas, and Deutsche Bank AG New York Branch, *In re London Silver Fixing, Ltd., Antitrust Litig.*, No. 14-md-2573 (S.D.N.Y. Jun. 15, 2021), ECF No. 536. The case is ongoing against the remaining defendants.

Dennis, et al. v. JPMorgan Chase & Co., et al.

Lowey Dannenberg served as co-lead counsel in an antitrust class action against numerous global financial institutions responsible for setting the Australian Bank Bill Swap Reference Rate ("BBSW"), before Judge Lewis A. Kaplan in the Southern District of New York. *Dennis, et al. v. JPMorgan Chase & Co., et al.*, No. 16-cv-6496 (LAK) (S.D.N.Y.). The case alleges that the defendants engaged in uneconomic transactions in Prime Bank Bills, a type of short-term debt instrument, to manipulate BBSW. In addition to prevailing against most of the defendants on their motions to dismiss, (*see Dennis v. JPMorgan Chase & Co.*, 343 F. Supp. 3d 122 (S.D.N.Y. 2018), adhered to on denial of reconsideration, No. 16- CV-6496 (LAK), 2018 WL 6985207 (S.D.N.Y. Dec. 20, 2018); *Dennis v. JPMorgan Chase & Co.*, 439 F. Supp. 3d 256 (S.D.N.Y. 2020)), Lowey Dannenberg negotiated class settlements totaling $185,875,000 with those defendants. Judge Kaplan granted final approval of the settlements on November 1, 2022.

Sonterra Capital Master Fund Ltd. v. Credit Suisse Group AG et al.

Lowey Dannenberg is the court-appointed sole lead counsel in a class action pending before Judge Sidney H. Stein against numerous global financial institutions responsible for setting the London Interbank Offered Rate for the Swiss Franc ("Swiss Franc LIBOR"). *Fund Liquidation Holdings LLC et al. v. Credit Suisse Group AG, et al.*, Case No. 15-cv-0871 (S.D.N.Y.). The case alleges that defendants manipulated Swiss Franc LIBOR and the prices of Swiss Franc LIBOR-Based Derivatives to benefit their derivatives positions. Lowey Dannenberg has negotiated six class settlements with defendants totaling $73,950,000. On September 28, 2023, the Court finally approved settlements with (1) JPMorgan Chase & Co. for $22,000,000; (2) Credit Suisse Group AG and Credit Suisse AG for $13,750,000; (3) Deutsche Bank AG and DB Group Services (UK) Ltd. for $13,000,000; (4) TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc), Tullett Prebon Americas Corp., Tullett Prebon (USA) Inc., Tullett Prebon Financial Services LLC, Tullett Prebon (Europe) Limited, and Cosmorex AG; Gottex Brokers SA; and Velcor SA for $2,100,000; and (5) NEX Group plc, NEX International Limited (f/k/a ICAP plc), ICAP Capital Markets LLC (n/k/a Intercapital Capital Markets LLC), ICAP Securities USA LLC, and ICAP Europe Limited for $2,100,000. On October 24, 2023, the Court finally approved a $21,000,000 settlement with NatWest Markets Plc (f/k/a The Royal Bank of Scotland plc). The case is ongoing against one remaining defendant.

Fund Liquidation Holdings LLC v. Citibank, N.A.

Lowey Dannenberg filed a proposed class action in July 2015 alleging that the 20 global financial institutions responsible for setting the Singapore Interbank Offered Rate ("SIBOR") and the Singapore Swap Offer Rate ("SOR") manipulated these benchmark rates to benefit their own derivatives positions at the expense of U.S. investors. The Monetary Authority of Singapore investigated these banks and found that traders manipulated SIBOR and SOR, imposing sanctions. On March 17, 2021, the Second Circuit Court of Appeals vacated dismissal of the action and remanded the case to Judge Hellerstein for further proceedings. On November 29, 2022, Judge Hellerstein granted final approval of seven settlements totaling $155,458,000 with all Defendants in the case. *Fund Liquidation Holdings LLC v. Citibank, N.A., et al.*, 16-cv-5263 (S.D.N.Y.).

Sonterra Capital Master Fund Ltd. v. Barclays Bank PLC et al.

Lowey Dannenberg is co-lead counsel in an antitrust class action against numerous global financial institutions responsible for setting the Sterling London Interbank Offered Rate ("Sterling LIBOR"). *Sonterra Capital Master Fund Ltd. v. Barclays Bank PLC et al.*, Case No. 15-cv-3538 (S.D.N.Y.). The case alleges that defendants manipulated Sterling LIBOR and the prices of Sterling LIBOR-Based Derivatives to benefit their derivatives positions. Lowey Dannenberg and co-lead counsel negotiated a $5,000,000 settlement with defendant Deutsche Bank AG ("Deutsche Bank"). On November 21, 2023, the Court finally approved the $5,000,000 settlement with Deutsche Bank. The claims against the remaining defendants in the case are presently on appeal before the United States Court of Appeals for the Second Circuit.

Commodities Litigation

Lowey Dannenberg has successfully prosecuted the most important and complex commodity manipulation actions since the enactment of the Commodity Exchange Act ("CEA"). As court-appointed lead counsel, Lowey Dannenberg has a history of successfully certifying classes of investors harmed by market manipulation schemes.

Sumitomo

In *In re Sumitomo Copper Litigation* ("*Sumitomo*"), Master File No. 96 CV 4854 (S.D.N.Y.) (Pollack, J.), Lowey Dannenberg was appointed as one of three executive committee members. Stipulation and Pretrial Order No. 1, dated October 28, 1996, at ¶ 13. Plaintiffs' counsel's efforts in *Sumitomo* resulted in a settlement on behalf of the certified class of more than $149 million, which represented **the largest** class action recovery in the history of the CEA at the time. *In re Sumitomo Copper Litig.*, 182 F.R.D. 85, 95 (S.D.N.Y. 1998). One of the most able and experienced United States District Court judges in the history of the federal judiciary, the Honorable Milton Pollack, took note of counsel's skill and sophistication:

> *The unprecedented effort of Counsel exhibited in this case led to their successful settlement efforts and its vast results. Settlement posed a saga in and of itself and required enormous time, skill and persistence. Much of that phase of the case came within the direct knowledge and appreciation of the Court itself. Suffice it to say, the Plaintiffs' counsel did not have an easy path and their services in this regard are best measured in the enormous recoveries that were achieved under trying circumstances in the face of natural, virtually overwhelming, resistance.*

In re Sumitomo Copper Litig., 74 F. Supp. 2d 393, 396 (S.D.N.Y. 1999).

In re Natural Gas

Lowey Dannenberg served as co-lead counsel in *In re Natural Gas Commodity Litigation*, Case No. 03 CV 6186 (VM) (S.D.N.Y.) ("*In re Natural Gas*"), which involved manipulation of the price of natural gas futures contracts traded on the NYMEX by more than 20 large energy companies.

Plaintiffs alleged that Defendants, including El Paso, Duke, Reliant, and AEP Energy Services, Inc., manipulated the prices of NYMEX natural gas futures contracts by making false reports of the price and volume of their trades to publishers of natural gas price indices across the United States, including Platts. Lowey Dannenberg won significant victories throughout the litigation, including:

- defeating Defendants' motions to dismiss (*In re Natural Gas*, 337 F. Supp. 2d498 (S.D.N.Y. 2004));
- prevailing on a motion to enforce subpoenas issued to two publishers of natural gas price indices for the production of trade report data (*In re Natural Gas*, 235 F.R.D. 199 (S.D.N.Y. 2005)); and
- successfully certifying a class of NYMEX natural gas futures traders who were harmed by defendants' manipulation of the price of natural gas futures contracts traded on the NYMEX from January 1, 2000 to December 31, 2002. *In re Natural Gas*, 231 F.R.D. 171, 179 (S.D.N.Y. 2005), *petition for review denied, Cornerstone Propane Partners, LP, et al. v. Reliant Energy Services, Inc., et al.*, Docket No. 05-5732 (2d Cir. August 1, 2006).

The total settlement obtained in this complex litigation—$101 million—was at the time, the **third largest** recovery in the history of the CEA.

Amaranth

Lowey Dannenberg served as co-lead counsel in *In re Amaranth Natural Gas Commodities Litigation*, Master File No. 07 Civ. 6377 (S.D.N.Y) (SAS) ("*Amaranth*"), a certified CEA class action alleging manipulation of NYMEX natural gas futures contract prices in 2006 by Amaranth LLC, one of the country's largest hedge funds prior to its widely-publicized multi-billion dollar collapse in September 2006. Significant victories Lowey Dannenberg achieved in the *Amaranth* litigation include:

- On April 27, 2009, Plaintiffs' claims for primary violations and aiding-and-abetting violations of the CEA against Amaranth LLC and other Amaranth defendants were sustained. *Amaranth*, 612 F. Supp. 2d 376 (S.D.N.Y. 2009).
- On April 30, 2010, the Court granted Plaintiffs' motion for pre-judgment attachment pursuant to Rule 64 of the Federal Rules of Civil Procedure and Section 6201 of the New York Civil Practice Law and Rules against Amaranth LLC, a Cayman Islands company and the "Master Fund" in the Amaranth master-feeder-fund hedge fund family. *Amaranth*, 711 F. Supp. 2d 301 (S.D.N.Y. 2010).
- On September 27, 2010, the Court granted Plaintiffs' motion for class certification. *Amaranth*, 269 F.R.D. 366 (S.D.N.Y. 2010). In appointing Lowey Dannenberg as co- lead counsel for plaintiffs and the Class, the Court specifically noted "the impressive resume" of Lowey Dannenberg and that "Plaintiffs' counsel has vigorously represented the interests of the class throughout this litigation." On December 30, 2010, the Second Circuit Court of Appeals denied Amaranth's petition for appellate review of the class certification decision.
- On April 11, 2012, the Court entered a final order and judgment approving the $77.1 million settlement reached in the action. The $77.1 million settlement is **more than ten times greater** than the $7.5 million joint settlement achieved by the Federal Energy Regulatory Commission ("FERC") and the Commodity Futures Trading Commission ("CFTC") against Amaranth Advisors LLC and at that time, represented the **fourth largest** class action recovery in the 85-plus year history of the CEA.

Pacific Inv. Mgmt. Co. ("PIMCO")

Lowey Dannenberg served as counsel to certified class representative Richard Hershey in a class action alleging manipulation by PIMCO of the multi-billion-dollar market of U.S. 10-Year Treasury Note futures contracts traded on the Chicago Board of Trade ("CBOT"). *Hershey v. Pacific Inv. Management Co. LLC*, 571 F.3d 672 (7th Cir. 2009). The case settled in 2011 for $118.75 million, the **second largest** recovery in the history of the CEA at that time.

Optiver

Lowey Dannenberg acted as co-lead counsel in a proposed class action alleging that Optiver US, LLC and other Optiver defendants manipulated NYMEX light sweet crude oil, heating oil, and gasoline futures contracts prices in violation of the Sherman Antitrust Act and CEA. *In re Optiver Commodities Litigation*, Case No. 08 CV 6842 (S.D.N.Y.) (LAP), Pretrial Order No. 1, dated February 11, 2009. The Honorable Loretta A. Preska of the Southern District of New York granted final approval of a $16.75 million settlement in June 2015.

White v. Moore Capital Management, L.P.

Lowey Dannenberg acted as counsel to a class representative in an action alleging manipulation of NYMEX palladium and platinum futures prices in 2007 and 2008 in violations of the Sherman Antitrust Act, CEA, and RICO. *White v. Moore Capital Management, L.P.*, Case No. 10 CV 3634 (S.D.N.Y.) (Pauley, J.). Judge William H. Pauley III granted final approval of a settlement in the amount of $70 million in 2015.

In re Crude Oil Commodity Futures Litigation

Lowey Dannenberg served as counsel to a class representative and large crude oil trader in a Sherman Antitrust Act class action involving the alleged manipulation of NYMEX crude oil futures and options contracts. *In re Crude Oil Commodity Futures Litigation*, Case No. 11-cv-03600 (S.D.N.Y.) (Forrest, J.). The Court granted final approval to a $16.5 million settlement in January 2016.

Kraft Wheat Manipulation

Lowey Dannenberg serves as court-appointed co-lead counsel for a class of wheat futures and options traders pursuing claims against Kraft Foods Group, Inc. and Mondelēz Global LLC (collectively, "Kraft"), alleging Kraft manipulated the prices of Chicago Board of Trade wheat futures and options contracts. On June 27, 2016, Judge Edmond E. Chang denied Kraft's motion to dismiss Plaintiffs' CEA, Sherman Act and common law unjust enrichment claims relating to Kraft's alleged "long wheat futures scheme." *See Ploss v. Kraft Foods Grp., Inc.*, 197 F. Supp. 3d 1037 (N.D. Ill. 2016). On January 3, 2020, Judge Chang certified a class of wheat futures and options traders to bring the claims in the case. *See Ploss v. Kraft Foods Grp., Inc.*, 431 F. Supp. 3d 1003 (N.D. Ill. 2020). Kraft filed a petition to the United States Court of Appeals for the Seventh Circuit, seeking permission to immediately appeal Judge Chang's certification of the class, which was denied on February 21, 2020. The case is currently pending before Judge John F. Kness in the Northern District of Illinois.

Lansing Wheat Manipulation

Lowey Dannenberg served as co-lead counsel for a class of wheat futures and options traders pursuing claims against Lansing Trade Group, LLC and Cascade Commodity Consulting, LLC, alleging they manipulated the prices of Chicago Board of Trade wheat futures and options contracts in 2015. *See Budicak, et al. v. Lansing Trade Group, LLC, et al.*, No. 19 CV 2499 (JAR) (D. Kan.). On March 25, 2020, Chief District Judge Julie A. Robinson denied Defendants' motions to dismiss and sustained claims under the Sherman Act, the CEA, and for unjust enrichment. *Budicak, Inc. v. Lansing Trade Grp., LLC*, No. 2:19-CV-2449-JAR-ADM, 2020 WL 2892860 (D. Kan. Mar. 25, 2020). On June 16, 2023, Judge Toby Crouse granted final approval of proposed settlements with Lansing Trade Group and Cascade Commodity Consulting totaling $18 million.

The Andersons Wheat Manipulation

Lowey Dannenberg is leading the prosecution of claims on behalf of a class of wheat futures and options traders against The Andersons, Inc. for alleged manipulation of the wheat futures and options market in the fourth quarter of 2017. On July 9, 2021 and May 3, 2022, respectively, the Court denied Defendants' motions to dismiss in their entirety. *Dennis v. The Andersons Inc.*,
Case No. 20-cv-04090 (N.D. Ill.).

SPOOFING LITIGATION

Lowey Dannenberg continues to innovate and is at the forefront of litigation under the CEA arising from claims of market participants spoofing various futures markets.

In re JPMorgan Precious Metals Spoofing Litigation

Lowey Dannenberg serves as Court-appointed sole Lead Counsel in a commodities manipulation class action against JPMorgan and several of its traders, alleging spoofing in the market for precious metals futures and options between 2009 and 2015. On July 7, 2022, the Court granted final approval of a $60 million settlement with JPMorgan. *In re JPMorgan Precious Metals Spoofing Litigation*, No. 18-CV-10356 (S.D.N.Y.).

Boutchard, et al. v. Gandhi, et al. — E-mini Index Futures Spoofing

Lowey Dannenberg prosecuted claims on behalf of a class of investors that transacted E-mini Index Futures (e.g., Dow, S&P, Nasdaq) and options against Tower Research Capital LLC and several of its traders for alleged spoofing violations between 2012 and 2014. On July 30, 2021, Judge John J. Tharp, Jr. granted final approval of a $15 million settlement with Tower. *Boutchard v. Gandhi et al*, No. 18-CV-07041 (N.D. Ill).

JPMorgan Treasuries Spoofing

On October 9, 2020, the Court appointed Lowey Dannenberg to serve as Interim Co-Lead Counsel in a commodities manipulation class action against JPMorgan, alleging manipulation in the market for U.S. Treasuries futures and options between 2009 and the present. On June 3, 2022, the Court granted final approval of a $15.7 million settlement with JPMorgan. *In re JPMorgan Treasuries Spoofing Litigation*, No. 20-CV-3515 (S.D.N.Y.).

Deutsche Treasury and Eurodollar Spoofing

On September 1, 2020, Lowey Dannenberg was appointed Interim Co-Lead Counsel in a commodities manipulation class action against Deutsche Bank, alleging manipulation in the market for U.S. Treasury and Eurodollar futures and options throughout 2013. The case is pending before Judge Joan B. Gottschall in the Northern District of Illinois, *Rock Capital Markets, LLC v. Deutsche Bank Securities Inc.*, No. 20-CV-3638.

Healthcare: Prescription Overcharge Antitrust Litigation

Lowey Dannenberg is the nation's premier pharmaceutical recovery law firm. It is known in the healthcare industry for its market-leading initiatives, depth of experience, and consistent results. The Firm's advice is valued by the largest health benefits companies in the United States, including Aetna CVS, Anthem, the Blue Cross and Blue Shield Association, Cigna, HCSC, Humana, and numerous other companies. Lowey Dannenberg's expertise was highlighted when Aetna and Humana each identified Lowey as a "Go-to Law Firm" for litigation services Corporate Counsel magazine's *"In House Law Departments at the Top 500 Companies."*

Health insurers routinely turn to Lowey Dannenberg for its industry expertise, particularly in the areas of:

- **Defective Drugs and Products** – Litigating on behalf of insurers to recover overpayments for defective drugs and medical products, including those manufactured in violation of FDA standards
- **Prescription Drug and Device Price Manipulation** – Recovering overcharges from prescription drug and medical device price manipulation, including "generic delay" cases, price fixing, and "off-label" marketing
- **Lien Recovery** – Prosecuting and negotiating medical lien reimbursements in mass tort litigation
- **Class Action Defense** – Representing health insurers facing class actions in state and federal courts

Drugs Failing to Meet FDA's Manufacturing Standards

- ***Blue Cross Blue Shield Ass'n, et al. v. GlaxoSmithKline LLC.*** Lowey Dannenberg and its co-counsel represented 39 health insurers (accounting for 60% of the U.S. market for non-governmental health insurance) in a novel recovery action seeking billions in damages against British drug maker GlaxoSmithKline for selling prescription drugs manufactured under conditions that amounted to egregious violations of federal standards. After defeating summary judgment (*Blue Cross Blue Shield Ass'n v. GlaxoSmithKline LLC*, 417 F. Supp. 3d 531 (E.D. Pa. 2019)), the parties confidentially settled on the literal eve of trial.
- ***Rezulin Litigation.*** Lowey Dannenberg, representing a class of endpayers, made law that has influenced every third party payer prescription drug case since. Louisiana BlueCross BlueShield ("LABCBS"), sued Warner Lambert and Pfizer for alleged misrepresentations about the qualities of their antidiabetic medication, Rezulin, injuring LABCBS in excessive purchases of the drug. Lowey successfully argued to reverse dismissal of LABCBS' class action in a precedent-setting appeal to the Second Circuit. This case established the direct rights (as contrasted with derivative, and more limited, subrogation rights) of third-party payers to sue pharmaceutical manufacturers for drug overcharges for defective drugs. *Desiano v. Warner-Lambert Co.*, 326 F.3d 339 (2d Cir. 2003).

"Pay-for-Delay" Antitrust Claims

- **Aggrenox Generic Delay Litigation:** Lowey Dannenberg represented Humana and 10 other health insurers in a generic delay antitrust case against defendant Boehringer Ingelheim Pharmaceuticals, Inc., the Aggrenox brand manufacturer, and generic manufacturer Barr Pharmaceuticals Inc. (later acquired by Teva Pharmaceuticals), before Judge Stefan R. Underhill in the District of Connecticut in connection with their antitrust claims. Class actions on behalf of direct purchasers reached a $146 million settlement and indirect purchasers reached a $54 million settlement. The litigation asserted claims under state antitrust law, claiming a $100 million co-promotion agreement was a disguised pay-for-delay, and as a result, insurers overpaid for Aggrenox. Lowey achieved confidential settlements on behalf of Humana and several other health insurers who opted-out of the class to separately litigate their claims. *Humana Inc. v. Boehringer Ingelheim Pharma GmbH & Co. KG*, et al., No. 3:14-cv-00572 (D. Conn.).
- **Lidoderm Generic Delay Litigation:** Lowey Dannenberg represented 21 health insurers in connection with their antitrust claims against sellers of branded and generic Lidoderm. *Government Employees Health Association v. Endo Pharmaceuticals, Inc., et al.*, No. 3:14-cv-02180-WHO (N.D. Cal.).

- **Hytrin Generic Delay Litigation:** Lowey Dannenberg represented a class of health insurers asserting antitrust claims against Abbott Laboratories and Geneva Pharmaceuticals, sellers of branded and generic Hytrin, and ultimately settled the case for $28.7 million. *In re Terazosin Hydrochloride Antitrust Litig.*, No. 1:99-MD-01317 (S.D. Fl.).
- **Cardizem CD Generic Delay Litigation:** In 1998, Lowey Dannenberg filed the first-ever generic delay class action antitrust cases for endpayers (a term reflecting consumers and health insurers). Those cases were centralized by the Judicial Panel on Multidistrict Litigation ("JPML") under the caption *In re Cardizem CD Antitrust Litigation*, MDL No. 1278 (E.D. Mich.). After the court certified a class (200 F.R.D. 326 (E.D. Mich. 2001)) and affirmed partial summary judgment for plaintiffs (332 F.3d 896 (6th Cir. 2003)), the case was settled for $80 million.
- ***Federal Trade Commission v. Actavis*, 570 U.S. 756 (2013).** America's Health Insurance Plans (AHIP), the national trade association representing health insurers, retained Lowey Dannenberg to represent it before the United States Supreme Court as *amicus curiae* in a seminal "pay-for-delay" pharmaceutical case. *Federal Trade Commission v. Actavis*, 570 U.S. 756 (2013).

Price Fixing of Pharmaceutical Drugs

- **Generic Pharmaceuticals Price Fixing.** Lowey Dannenberg represents 39 of the nation's largest health insurers, including Anthem, Aetna, Humana, and 23 BlueCross BlueShield licensees in connection with their claims relating to widespread price-fixing of generic pharmaceutical products. Lowey Dannenberg's clients collectively purchased billions of dollars of these drugs during the alleged price-fixing conspiracies. Some of this litigation has been centralized before the Honorable Cynthia M. Rufe in *In re Generic Pharmaceuticals Pricing Antitrust Litig.*, MDL No. 2724 (E.D. Pa.).

Product Hopping Claims

- On July 8, 2024, Plaintiffs Aetna, Inc. Blue Cross Blue Shield of Massachusetts, Inc., Health Care Service Corp., Blue Cross Blue Shield of Florida, Inc., and Molina Healthcare, Inc., represented by Lowey Dannenberg, settled their Suboxone-related fraud and antitrust claims with Defendants Indivior Inc. and Indivior Solutions Inc. for $85 million. Plaintiffs, who opted out of an End-Payor class in the In re Suboxone MDL, filed suit in the Fall of 2020 in Circuit Court of Virginia, Roanoke County, alleging that Indivior, manufacturer of Suboxone, an opioid treatment medication, engaged in a fraudulent and anticompetitive "product hop" scheme designed to prevent generic competition by converting the market from Suboxone tablets to Suboxone film. The $85 million settlement is one of the highest "opt out" pharmaceutical drug recovery settlements on record. Health Care Service Corp. v. Indivior Inc., et al., CL20-1474 (Va. Cir. Ct. Jul 31, 2020)

Deceptive Marketing Claims

- ***In re Neurontin Marketing and Sales Practices Litig.*** Lowey represented Aetna in an individual action seeking recovery against Pfizer for its off-label marketing of Neurontin and served as class counsel on the Plaintiffs' Steering Committee. The firm secured the first-ever verdict in history against a pharmaceutical manufacturer finding it engaged in a RICO enterprise by fraudulently marketing its drug, resulting in a $142 million trebled award. This pivotal decision reversed a negative trend in off-label drug marketing cases. The Court's conclusion that "Aetna's economic injury was a foreseeable and natural consequence" of Pfizer's scheme represents a common-sense application of the law to the economic realities of the prescription drug market.

  Lowey later argued and won a landmark RICO decision in the United States Court of Appeals for the First Circuit, holding drug manufacturers accountable to health insurers for damages attributable to marketing fraud. *In re Neurontin Mktg. & Sales Practices Litig.*, 712 F.3d 51 (1st Cir. 2013).
- ***Warfarin Sodium Antitrust Litig.*** Lowey Dannenberg represented health insurers asserting antitrust and unfair trade practices claims against DuPont Pharmaceuticals Company. *In re Warfarin Sodium Antitrust Litigation*, 391 F.3d 516 (3rd Cir. 2004).

Class Action Defense/Lien Recovery Cases

- Lowey Dannenberg secured judgments dismissing the class action lawsuits, which sought to apply New York State's anti-subrogation law to void health insurance plans' subrogation and reimbursement rights in New York. *Meek-Horton v. Trover, et al.*, 910 F. Supp. 2d 690 (S.D.N.Y. 2013); *Potts v. Rawlings Co. LLC*, 897 F. Supp. 2d 185 (S.D.N.Y. 2012).
- Lowey Dannenberg defended Aetna and secured judgments dismissing the class action lawsuits seeking to bar certain reimbursement lien recoveries under New Jersey law. *Minerley v. Aetna, Inc.*, No. 13-cv-1377, 2019 WL 2635991 (D.N.J. June 27, 2019), *aff'd*, No. 19-2730, 2020 WL 734448 (3d Cir. Feb. 13, 2020) and *Roche v. Aetna, Inc.*, 165 F. Supp. 3d 180 (D.N.J. 2016), *aff'd*, 681 F. App'x 117 (3d Cir. 2017).
- Lowey Dannenberg successfully established Medicare Advantage Organizations' reimbursement recovery rights under the Medicare Secondary Payer Act. *In re Avandia Mktg., Sales Practices & Prod. Liab. Litig.*, 685 F.3d 353, 367 (3d Cir. 2012).

Consumer Protection

Lowey Dannenberg has served as lead or co-lead counsel in many challenging consumer protection cases. The firm has recovered millions of dollars on behalf of consumers injured as a result of unfair business practices. The firm's Consumer Protection Group has experience litigating class actions under state and federal consumer protection law and before state and federal courts.

In re FedLoan Student Loan Servicing Litigation

Attorneys from Lowey Dannenberg were appointed by Judge C. Darnell Jones, II as Co-Lead Counsel and Executive Committee members in *In re FedLoan Student Loan Servicing Litigation*, No. 18-MD-2833 (E.D. Pa.) *("FedLoan")*. Lowey Dannenberg filed the first action in the *FedLoan* litigation alleging that one of the nation's largest student loan servicers, the Pennsylvania Higher Education Assistance Agency, failed to properly service student loans in order to maximize the fees it received from the Department of Education under its loan servicing contract. Lowey Dannenberg also brought claims against the U.S. Department of Education for failing to comply with the Higher Education Act and its own regulations and rules. The alleged scheme harmed student loan borrowers by causing them to accrue additional interest on their loans, improperly extending their repayment terms, and erroneously placing their loans into forbearance. The litigation is ongoing.

Greg Walker et al v. Central Hudson Gas and Electric Corp.

Lowey Dannenberg represents a class of consumers seeking to redress the deceptive business acts and practices of Central Hudson Gas & Electric Corp. that have caused thousands of New York consumers to pay considerably more for their electricity and gas than they should otherwise have paid absent Central Hudson's misconduct. The case is currently pending before Judge Acker in Dutchess County Supreme Court. *Greg Walker et al v. Central Hudson Gas and Electric Corp*, Index No. 2023-50074 (Sup. Ct. Dutchess Co. Jan. 6, 2023).

In Re Archstone Westbury Tenant Litigation

As lead counsel, Lowey Dannenberg successfully represented a class of renters of mold-infested apartments in a $6.3 million settlement of a complex landlord-tenant class action in *In Re Archstone Westbury Tenant Litigation*, Index No. 21135/07 (N.Y. Sup. Ct. Nassau County).

Broder v. MBNA Corp.

Lowey Dannenberg served as Lead Counsel in *Broder v. MBNA Corp.*, No. 605153/98 (Sup. Ct., N.Y. County), and recovered $22.8 million dollars on behalf of a class of holders of credit cards issued by MBNA Bank, who took cash advances in response to a deceptive MBNA promotion. The Court noted that Lowey Dannenberg is an "able law firm having long-standing experience in commercial class action litigation."

Snyder v. Nationwide Insurance Company

In *Snyder v. Nationwide Insurance Company*, Index No. 97/0633 (Sup. Ct. Onondaga Co. December 17, 1998), Lowey Dannenberg, as co-lead counsel, secured a $100 million dollar settlement for consumers purchasing "vanishing premium" life insurance policies. In approving the settlement, the Court found that the attorneys of Lowey Dannenberg are "great attorneys" who did a "very, very good job" for the class.

Lyons v. Litton Loan Servicing LP

In *Lyons v. Litton Loan Servicing LP, et al.*, No. 13-cv-00513 (S.D.N.Y.), Lowey Dannenberg served as Class Counsel and recovered $4.1 million on behalf of a class of homeowners alleging that mortgage servicers colluded to force them to buy unnecessary lender-placed insurance.

In re Warfarin Sodium Antitrust Litigation

In *In re Warfarin Sodium Antitrust Litigation*, 391 F.3d 516 (3rd Cir. 2004), the Third Circuit Court of Appeals affirmed the United States District Court for the District of Delaware's approval of a $44.5 million class action settlement paid by DuPont Pharmaceuticals to consumers and third-party payers nationwide to settle claims of unfair marketing practices in connection with the prescription blood thinner, Coumadin. Lowey Dannenberg, appointed by the District Court to the Plaintiffs' executive committee as the representative of third-party payers, successfully argued the appeal.

Lowey Dannenberg's Recognized Expertise

Courts have repeatedly recognized the attorneys of Lowey Dannenberg as expert practitioners in the field of complex litigation.

For example, on March 15, 2013, the Honorable Colleen McMahon of the United States District Court for the Southern District of New York granted final approval of the $219 million settlement of Madoff feeder-fund litigation encompassing the In re Beacon and In re Jeanneret class actions. In a subsequent written decision, with glowing praise, Judge McMahon stated:

- "The quality of representation is not questioned here, especially for those attorneys (principally from Lowey Dannenberg) who worked so hard to achieve this creative and, in my experience, unprecedented global settlement."
- "I thank everyone for the amazing work that you did in resolving these matters. **Your clients—all of them—have been well served**."
- "Not a single voice has been raised in opposition to this remarkable settlement, or to the Plan of Allocation that was negotiated by and between the Private Plaintiffs, the NYAG and the DOL."
- "All formal negotiations were conducted with the assistance of two independent mediators - one to mediate disputes between defendants and the investors and another to mediate claims involving the Bankruptcy Estate. Class Representatives and other plaintiffs were present, in person or by telephone, during the negotiations. The US Department of Labor and the New York State Attorney General participated in the settlement negotiations. **Rarely has there been a more transparent settlement negotiation. It could serve as a prototype for the resolution of securities-related class actions, especially those that are adjunctive to bankruptcies.**"
- **"The proof of the pudding is that an astonishing 98.72% of the Rule 23(b)(3) Class Members who were eligible to file a proof of claim did so (464 out of 470), and only one Class Member opted out [that Class Member was not entitled to recover anything under the Plan of Allocation]. I have never seen this level of response to a class action Notice of Settlement, and I do not expect to see anything like it again."**
- "**I am not aware of any other Madoff-related case in which counsel have found a way to resolve all private and regulatory claims simultaneously and with the concurrence of the SIPC/Bankruptcy Trustee**. Indeed, I am advised by Private Plaintiffs' Counsel that the Madoff Trustee is challenging settlements reached by the NYAG in other feeder fund cases [Merkin, Fairfield Greenwich] which makes the achievement here **all the more impressive**."

In *Juniper Networks, Inc. Securities Litigation*, the court, in approving the settlement, acknowledged that "[t]he successful prosecution of the complex claims in this case required the participation of highly skilled and specialized attorneys." *In re Juniper Networks, Inc., C06-04327, Order dated August 31, 2010 (N.D. Cal.). In the WorldCom Securities Litigation*, the court repeatedly praised the contributions and efforts of the firm. On November 10, 2004, the court found that "the Lowey Firm . . . has worked tirelessly to promote harmony and efficiency in this sprawling litigation .

[Lowey Dannenberg] has done a superb job in its role as Liaison Counsel, conducting itself with professionalism and efficiency . . . ." *In re WorldCom, Inc. Securities Litigation*, No. 02 Civ. 3288, 2004 WL 2549682, at *3 (S.D.N.Y. Nov. 10, 2004).

In the *In re Bayer AG Securities Litigation*, 03 Civ. 1546, 2008 WL 5336691, at *5 (S.D.N.Y. Dec. 15, 2008) order approving a settlement of $18.5 million for the class of plaintiffs, Judge William H. Pauley III noted that the attorneys from Lowey Dannenberg are "nationally recognized complex class action litigators, particularly in the fields of securities and shareholder representation," that "provided high-quality representation."

In the *In re Luminent Mortgage Capital, Inc., Securities Litigation*, No. C07-4073 (N.D. Cal.) hearing for final approval of settlement and award of attorneys' fees, Judge Phyllis J. Hamilton noted that "[t]he $8 million settlement . . . is excellent, in light of the circumstance." Judge Hamilton went on to say that "most importantly, the reaction of the class has been exceptional with only two opt- outs and no objections at all received." *See* Tr. of Hearing on Plaintiff's Motion for Final Approval of Settlement/Plan of Allocation and for an Award of Attorneys' Fees and Reimbursement of Expenses, *In re Luminent Mortgage Capital, Inc., Securities Litigation*, No. C07-4073-PJH (N.D. Cal. Apr. 29, 2009), ECF No. 183.

LOWEY DANNENBERG

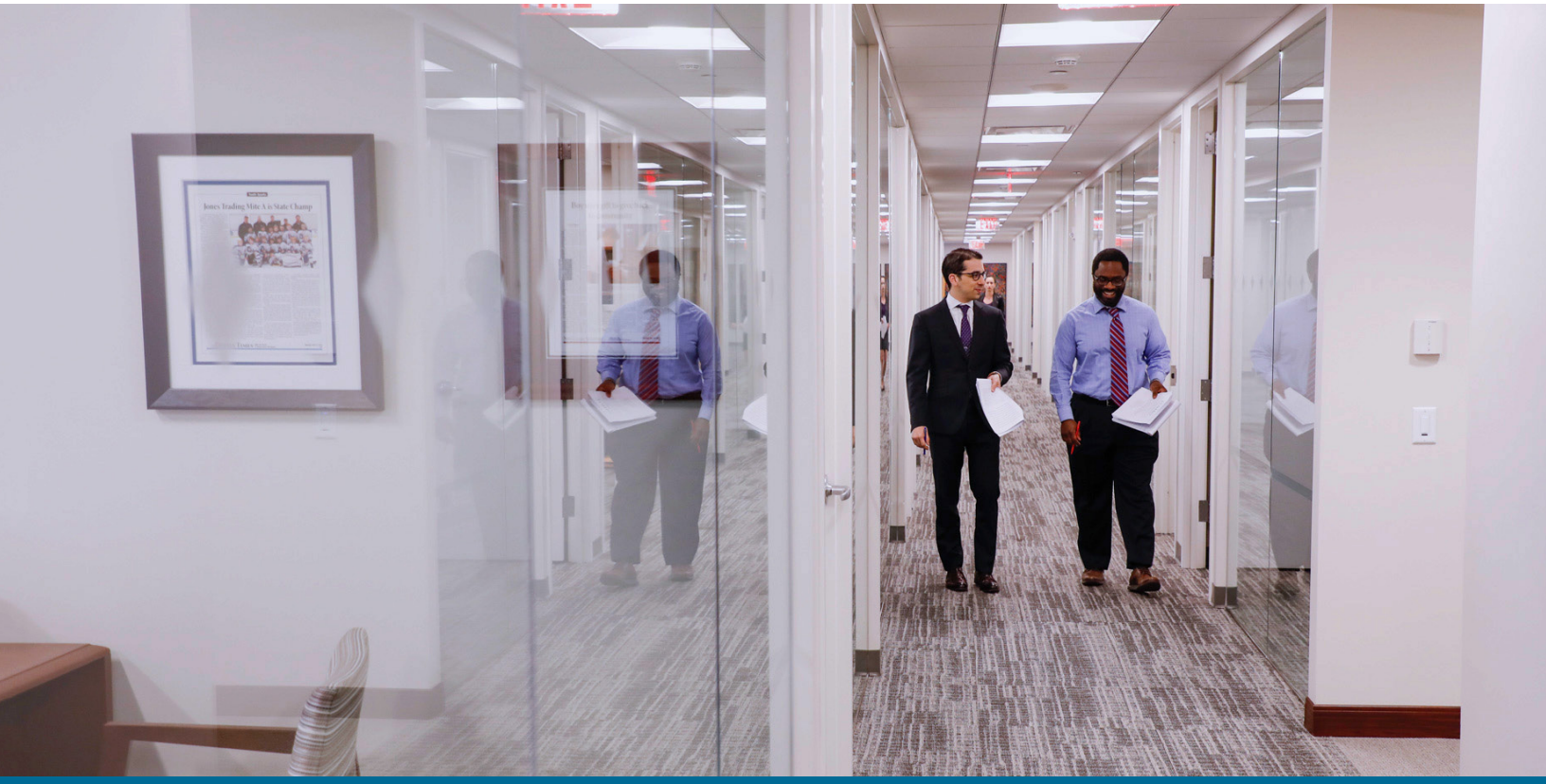


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EXHIBIT 4

(To the Joint Declaration ISO Motion for Preliminary Approval)

FIRM RESUME

Scott+Scott Attorneys at Law LLP

Scott+Scott was founded in 1975 and has since grown into one of the most respected U.S.-based law firms specializing in complex consumer, antitrust and securities actions in both the United States and Europe. Today, the Firm is comprised of more than 135 team members, including more than 100 attorneys supported by a seasoned staff of paralegals, IT and document management professionals, financial analysts, and in-house investigators. Scott+Scott's largest offices are in New York, N.Y. and San Diego, C.A., with additional U.S. offices located in Connecticut, Delaware, Virginia, Ohio, and Texas. The Firm's European offices are currently located in London, Amsterdam, and Berlin.

CONSUMER LITIGATION PRACTICE GROUP

Scott+Scott's Consumer Practice Group consists of some of the premier advocates in the area of consumer protection and has litigated and secured some of the most significant consumer protection settlements on behalf of its clients, resulting in hundreds of millions of dollars to class members. The Firm's Consumer Practice Group has attorneys dedicated to three primary areas: Data Breach/Data Privacy Litigation, Insurance and Pharmaceutical Litigation, and Consumer Protection Litigation.

DATA BREACH/DATA PRIVACY

Scott+Scott has extensive experience litigating data privacy and data breach class actions, advancing cutting-edge legal theories. The Firm has achieved some of the largest recoveries in this area and currently serves or has served in a leadership capacity in a number of privacy and data breach class actions, including:

- *In re Google Assistant Privacy Litig.,* No. 5:19-cv-04286 (N.D. Cal.) (lead counsel, certified class on behalf of consumers alleging privacy violations whereby Google Assistant records and discloses their private confidential communications without consent);
- *Lopez v. Apple Inc.,* No. 4:19-cv-04577 (N.D. Cal.) (class action on behalf of consumers and their minor children alleging privacy violations by Apple through its Siri application);
- *In re AT&T, Inc. Customer Data Sec. Breach Litig.*, MDL No. 3114 (N.D. Tex.) (PSC, data breach case on behalf of customers of AT&T's wireless, internet, satellite, and cables services whose personally identifying information was compromised);
- *In re Consumer Vehicle Data Tracking Litig.*, MDL No. 3115 (N.D. Ga.) (Track Co-Lead Counsel, data breach case on behalf of vehicle purchasers whose driving-related data was surreptitiously collected and disclosed to car insurance companies);
- *In re Fortra File Transfer Software Data Sec. Breach Litig.*, MDL No. 3090 (S.D. Fla.) (Cross-Track PSC, data breach case on behalf of insureds against defendants that

developed or utilized Fortra's file transfer software whose private personal and health information was compromised);

- *In re MOVEit Customer Data Sec. Breach Litig.*, MDL No. 3083 (D. Mass.) (PSC, data breach case on behalf of consumers against 100+ defendant companies that utilized the MOVEit file transfer software whose private personal information was compromised);
- I*n re Equifax, Inc. Customer Data Sec. Breach Litig.*, No. 1:17-md-02800 (N.D. Ga.) (lead counsel, claims on behalf of financial institutions injured as a result of the 2017 Equifax data breach that exposed the personal and financial information of approximately 150 million U.S. consumers; preliminary approval of settlement valued at $32.5 million);
- *In re Arkansas Fed. Credit Union v. Hudson's Bay Co.*, No. 1:19-cv-4492 (S.D.N.Y.) (lead counsel, $5.2 million settlement on behalf of consumers involving data breach of payment card information). In granting final approval of the settlement, the Court acknowledged that Scott+Scott's attorneys "have extensive experience in litigating data breach class actions in federal courts" and commended Scott+Scott for a "job well done."
- *The Home Depot, Inc., Customer Data Sec. Breach Litig.*, MDL No. 2583 (N.D. Ga.) (co-lead counsel, $27.25 million settlement on behalf of financial institutions involving data breach and theft of the personal and financial information of over forty million credit and debit card holders);
- *In re Target Corp. Customer Data Sec. Breach Litig.*, MDL No. 2522 (D. Minn.) (executive committee, $59 million settlement on behalf of financial institutions injured by theft of sensitive payment card information); and
- *Veridian Credit Union v. Eddie Bauer LLC,* No. 2:17-cv-00356 (W.D. Wash.) (co-lead counsel, $9.8 million settlement).

Recently, in settling a class action against The Wendy's Co. involving a breach of personal and financial information, the court, in approving the $50 million dollar settlement, noted that Scott+Scott and its attorneys demonstrated ***"very significant experience in these types of class actions and in data breach litigation"*** **and that the attorneys** ***"brought to the table an incredible wealth of knowledge, was always prepared, really was thorough and professional in everything that was provided to the Court."*** *First Choice Federal Credit Union v. The Wendy's Co.,* No. 2:16-cv-00506, Transcript at 32 (W.D. Pa. Nov. 6, 2019).

ATTORNEY BIOGRAPHIES[1]

ERIN GREEN COMITE

PRACTICE EMPHASIS

Erin Green Comite litigates complex class actions throughout the United States, representing the rights of consumers, insureds, and other individuals harmed by corporate misrepresentation and malfeasance.

ADMISSIONS

State of Connecticut; United States Courts of Appeal: Second, Third, Ninth, and Eleventh Circuits; United States District Courts: All Districts of New York, District of Connecticut, Northern District of Illinois, Eastern District of Wisconsin, District of Maryland, and District of Colorado

EDUCATION

University of Washington School of Law (J.D., 2002); Dartmouth College (B.A., *magna cum laude*, 1994)

HIGHLIGHTS

Ms. Comite, a partner with Scott+Scott in the Connecticut office and Co-Chair of the Firm's Consumer Practice Group, has been litigating high-profile consumer, data privacy, and other complex class actions since she joined the Firm in 2002. Ms. Comite's vast experience with complex, data breach and privacy cases would be advantageous for the Class. For example, Ms. Comite was appointed co-lead counsel in *First Choice Fed. Credit Union v. The Wendy's Co.*, No. 16-cv-00506 (W.D. Pa.) ("*Wendy's*"), where she represented a class of financial institutions that incurred losses arising out of a data breach and achieved a $50 million settlement – one of the largest data breach settlements reached on behalf of financial institutions. Ms. Comite also has played an integral role in prosecuting numerous other data breach class actions on behalf of financial institutions, such as: *In re The Home Depot, Inc., Customer Data Sec. Breach Litig.*, MDL No. 2583 (N.D. Ga.) (briefing and discovery committees; $27.25 million settlement); *In re Target Corp. Customer Data Sec. Breach Litig.*, MDL No. 2522 (D. Minn.) (deposed apex witness; $59 million settlement); *In re Equifax, Inc. Customer Data Sec. Breach Litig.*, MDL No. 2800 (N.D. Ga.) (chair of law and briefing committee) (settlement valued in excess of $32.5 million on behalf of financial institutions involving data breach of credit and debit card information); and *Veridian Credit Union v. Eddie Bauer LLC*,

[1] A complete list of the Firm's attorneys can be found at: https://scott-scott.com/attorneys/.

No. 2:17-cv-00356 (W.D. Wash.) (briefing, discovery, and settlement committees; settlement valued at $9.8 million).

Ms. Comite is currently prosecuting a number of data breach and privacy related actions, including *In re Fortra File Transfer Software Data Security Breach Litig*., No. 24-md-03090 (S.D. Fla.), as one of the Court-appointed Plaintiff Track Leads; *In re AT&T, Inc. Customer Data Sec. Breach Litig*., MDL No. 3114 (N.D. Tex.) (PSC Briefing Committee); *In re Consumer Vehicle Data Tracking Litig*., MDL No. 3115 (N.D. Ga.); *In re Google Assistant Privacy Litig.*, No. 5:19-cv-04286 (N.D. Cal.), representing consumers alleging California state law claims challenging Google Assistant's disclosure of their private, confidential communications without consent; and *Lopez v. Apple Inc.*, No. 4:19-cv-04577 (N.D. Cal.), and representing consumers and their minor children alleging privacy violations under California state law by Apple through its Siri application. In addition, Ms. Comite was appointed co-lead counsel in *In re Beech-Nut Nutrition Company Baby Food Litigation*, 21-cv-00133 (N.D.N.Y) (ECF No. 167), a case related to the sale of baby foods allegedly contaminated with heavy metals.

Through years of handling complex class action cases, Ms. Comite has developed a variety of complementary talents needed to handle this type of litigation, such as experience briefing and arguing discovery and substantive motions; taking and defending depositions; working with liability and damages experts to develop the unique damages theories; negotiating and managing large electronic document and data productions; managing the legal research and briefing related to novel legal issues; detailed knowledge of consumer protection case law stemming from her direct participation in many precedent-setting consumer class actions; and a well-honed acumen for meaningful settlements.

Ms. Comite's appellate victories in consumer class actions include *Nunes v. Saks Inc*., 771 F. App'x 401 (9th Cir. May 30, 2019) (oral argument and on brief); *Chavez v. Nestle USA, Inc.*, 511 F. App'x 606 (9th Cir. 2013) (on brief) (achieving a reversal of dismissal); and *In re Nutella Mktg. & Sales Practices Litig.*, 589 F. App'x 53 (3d Cir. 2014) (on brief) (defending settlement from professional objectors).

Prior to entering law school, Ms. Comite served in the White House as Assistant to the Special Counsel to President Clinton. In that capacity, she handled matters related to the White House's response to investigations, including four independent counsel investigations, a Justice Department task force investigation, two major oversight investigations by the House of Representatives and the Senate, and several other congressional oversight investigations.

In addition, Ms. Comite supports Connecticut Children's Medical Center, Special Olympics, and the American Heart Association.

JOSEPH P. GUGLIELMO

PRACTICE EMPHASIS

Joseph P. Guglielmo represents clients in consumer, antitrust and privacy litigation in federal and state courts throughout the United States.

ADMISSIONS

States of New York and Massachusetts; District of Columbia; United States Courts of Appeal: First, Second, Third, Sixth, Eighth, Ninth and Eleventh Circuits; United States District Courts: Southern, Eastern and Northern Districts of New York, Districts of Massachusetts, Connecticut, and Colorado, Northern District of Illinois, Eastern District of Wisconsin; United States Supreme Court

EDUCATION

Catholic University of America (J.D., 1995; B.A., *cum laude*, 1992; Certificate of Public Policy)

HIGHLIGHTS

Mr. Guglielmo is a partner in the Firm's New York office and Co-Chair of the Firm's Consumer Practice Group. Mr. Guglielmo currently serves in a leadership capacity in a number of complex class actions, including: *Gerber v. Twitter, Inc.,* No. 23-cv-00186 (N.D. Cal.) (co-lead counsel, class action on behalf of consumer arising out of data breach of approximately 200 million Twitter users); *In re MOVEit Customer Data Security Breach Litigation,* MDL No. 1:23-md-0383-ADB (D. Mass.) (Discovery Committee, claims on behalf of consumers arising out of data breach); *Barrett v. Apple, Inc.*, 20-cv-4812 (N.D. Cal.)(co-lead counsel, class action on behalf of consumers who were victims of gift card scams); *In re Google Assistant Privacy Litigation,* No. 5:19-cv-04286 (N.D. Cal.) (co-lead counsel, class action on behalf of consumers alleging privacy violations whereby Google Assistant records and discloses their private, confidential communications without consent)*;* and *Forth v. Walgreen Co, Inc.*, No. 1:17-cv-02246 (N.D. Ill.) (lead counsel, asserting claims on behalf of nationwide class of consumers and third-party payers alleging overcharges for prescription drugs).

Mr. Guglielmo's was recently one of co-lead and trial counsel in *In re Disposable Contact Lens Antitrust Litigation*, No. 3:15-md-2626 (M.D. Fla.) where settlements in excess of $118 million were obtained on behalf of a class of contact lens purchasers alleging violations of the antitrust laws).

Mr. Guglielmo was also actively involved in *In re Foreign Exchange Benchmark Rates Antitrust Litigation*, No. 1:13-cv-07789-LGS (S.D.N.Y), where Scott+Scott as co-lead counsel obtained settlements against 16 of the largest financial institutions totaling in excess of $2.3 billion.

Mr. Guglielmo was recognized for his efforts representing New York University in obtaining a monumental temporary restraining order seeking the recovery of over $200 million from a Bernard Madoff feeder fund. Specifically, in approving the settlement, New York State Supreme Court Justice Richard B. Lowe III stated, "Scott+Scott has demonstrated a remarkable grasp and handling of the extraordinarily complex matters in this case. The extremely professional and thorough means by which NYU's counsel has litigated this matter has not been overlooked by this Court."

In the data breach and privacy arena, Mr. Guglielmo has achieved significant victories and obtained numerous settlements for his clients, including: *In re Equifax, Inc. Customer Data Security Breach Litigation*, No. 1:17-md-02800 (N.D. Ga.); *In re The Home Depot, Inc., Customer Data Security Breach Litigation*, MDL No. 2583 (N.D. Ga.); *First Choice Federal Credit Union v. The Wendy's Company*, No. 16-cv-00506 (W.D. Pa.); *In re TikTok, Inc., Consumer Privacy Litigation*, No. 1:20-cv-04699 (N.D. Ill.); *In re Target Corporation Customer Data Security Breach Litigation*, MDL No. 2522 (D. Minn.); *Veridian Credit Union v. Eddie Bauer LLC*, No. 2:17-CV-00356-JLR (W.D. Wash.); *Winsouth Credit Union v. Mapco Express Inc.*, No. 3:14-cv-1573 (M.D. Tenn.); *Arkansas Federal Credit Union v. Hudson's Bay Co.*, No. 1:19-cv-4492 (S.D.N.Y.); and *Clarke et al. v. Lemonade, Inc.*, No. 2022LA000308 (Ill. Cir. Ct. DuPage Cnty.).

Throughout Mr. Guglielmo's career, he has been one of the principals involved in the litigation and settlement of *In re Managed Care Litigation*, MDL No. 1334 (S.D. Fla.), which included settlements with Aetna, CIGNA, Prudential, Health Net, Humana, and WellPoint, providing monetary and injunctive benefits exceeding $1 billion and played a leading role and obtained substantial recoveries for his clients including *Love v. Blue Cross and Blue Shield Ass'n*, No. 03-cv-21296 (S.D. Fla.), which resulted in settlements of approximately $130 million and injunctive benefits valued in excess of $2 billion; *In re Insurance Brokerage Antitrust Litigation*, MDL No. 1897 (D.N.J.), settlements in excess of $180 million; *In re Pre-Filled Propane Tank Marketing and Sales Practices Litigation*, MDL No. 2086 (W.D. Mo.), consumer settlements in excess of $40 million; *Bassman v. Union Pacific Corp.*, No. 97-cv-02819 (N.D. Tex.), $35.5 million securities class action settlement; *Boilermakers National Annuity Trust Fund v. WaMu Mortgage Pass-Through Certificates*, No. 09-cv-00037 (W.D. Wash.), $26 million securities class action settlement, *Murr v. Capital One Bank (USA),* N.A., No. 13-cv-1091 (E.D. Va.), $7.3 million settlement pending on behalf of class of consumers who were misled into accepting purportedly 0% interest offers, and *Howerton v. Cargill, Inc.*, No. 13-cv-00336 (D. Haw.), $6.1 million settlement obtained on behalf of class of consumers who purchased Truvia, purported to be deceptively marketed as "all-natural." Mr. Guglielmo was the principle litigator and obtained a significant opinion from the Hawaii Supreme Court in *Hawaii Medical Association v. Hawaii Medical Service Association*, 113 Hawaii 77 (Haw. 2006), reversing the trial court's dismissal and clarifying rights for consumers under the state's unfair competition law.

Mr. Guglielmo lectures on electronic discovery. Since 2003, Mr. Guglielmo has been a Member of the Sedona Conference®, an organization devoted to providing guidance and information concerning discovery and production issues, as well as antitrust law, complex litigation, and intellectual property. From 2014-2018, he served as a member of the Steering Committee of Working Group 1 of the Sedona Conference. Additionally, Mr. Guglielmo was a member of the editorial team for The Sedona Principles, Third Edition: Best Practices, Recommendations & Principles for Addressing Electronic Document Production, 19 Sedona Conf. J. 1 (2018). Mr. Guglielmo is currently a Board Member for the Advanced eDiscovery Institute at Georgetown University Law Center.

JOHN T. JASNOCH

PRACTICE EMPHASIS

John Jasnoch's practice areas include securities and antitrust class actions, shareholder derivative actions, consumer protection, commercial contracts, intellectual property, and other complex, high stakes litigation.

ADMISSIONS

State Supreme Courts: California; United States District Courts: Southern, Central, and Northern Districts of California; United States Court of Appeal: Ninth Circuit

EDUCATION

University of Nebraska, College of Law (J.D., 2011); Creighton University (B.A., Political Science and International Relations, *cum laude*, 2007)

HIGHLIGHTS

John Jasnoch is a partner in the San Diego office. He represents clients in complex litigations in state and federal courts across the county. John has been counsel of record in numerous successful cases where Scott+Scott served in a leadership capacity, including: *In re LendingClub Corp. Shareholder Litigation*, No. CIV537300 (Cal. Super. Ct. San Mateo Cty) ($125 million federal and state joint settlement); *In re King Digital Entertainment plc Shareholder Litigation*, No. CGC-15-544770, (Cal. Super. Ct. San Francisco Cty.) ($18.5 million settlement); *In re FireEye, Inc. Securities Litigation*, No. 1:14-cv-266866 (Cal. Super. Ct. Santa Clara Cty.) ($10.3 million settlement); *In re Pacific Coast Oil Trust Securities Litigation*, No. BC550418 (Cal. Super. Ct. Los Angeles Cty.) ($7.6 million settlement); and *In re MobileIron, Inc., Shareholder Litigation*, No. 1-15-284001 (Cal. Super. Ct. Santa Clara Cty) ($7.5 million settlement). John currently represents plaintiffs in a number of high profile cases, including *In re Lyft, Inc. Securities Litigation*, No. CGC 19-575293 (Cal. Super Ct. San Francisco Cty); *In re Uber Technologies Inc. Securities Litigation*, No. CGC 19-579544 (Cal. Super Ct. San Francisco Cty); *In re Slack Technologies, Inc. Shareholder Litigation*, No. 19-cv-5370 (Cal. Super Ct. San Mateo Cty); and *In re Google Assistant Privacy Litigation*, No. 19-cv-04286 (N.D. Cal.).

In 2015, Mr. Jasnoch was a member of the trial team in *Scorpio Music S.A. v. Victor Willis*, a landmark copyright jury trial concerning the copyright ownership of hit songs by The Village People. In that suit, Scott+Scott client and Village People lyricist Victor Willis obtained a declaratory judgment confirming his copyright termination and giving him a 50% copyright interest in "YMCA" and other

classic Village People compositions. No. 11-cv-1557 (S.D. Cal.). In 2020, Mr. Jasnoch was named as one of Super Lawyers' "Rising Stars" for Securities Litigation in the San Diego Area.

In his free time, John enjoys attending sporting events, trivia contests, fun runs, and other adventures with his wife Jennifer, sons James and Julius, and dog Jack.

ETHAN S. BINDER

PRACTICE EMPHASIS

Mr. Binder is an associate in the firm's New York office, specializing in consumer litigation and class actions in both federal and state courts.

While in law school, Mr. Binder was the Executive Editor of the Moot Court Association and a member of the Trial Competition Team.

Prior to joining Scott+Scott, Mr. Binder served as an Assistant District Attorney in the Economic Crimes Bureau of the Bronx County District Attorney's Office, where he gained extensive experience investigating and prosecuting felonies involving high-value larcenies, schemes to defraud the public/government, and identity theft.

ADMISSIONS

States of New York and New Jersey; United States District Courts: District of New Jersey; Southern and Eastern Districts of New York (Pending)

EDUCATION

New York Law School (J.D., 2019); State University of New York at Binghamton (B.A., Philosophy, Politics, & Law; Psychology, 2015)

ASSOCIATIONS

New York City Bar Association, Government Ethics & State Affairs Committee, Member

MOLLIE CHADWICK

PRACTICE EMPHASIS

Mollie Chadwick is a litigation associate in Scott+Scott's San Diego office specializing in securities litigation in both federal and state court. Currently, she is working on cryptocurrency class actions.

ADMISSIONS

State of California

EDUCATION

Whittier Law School (J.D., 2017); University of California, Santa Cruz (B.A., Politics & Legal Studies, 2011, Women's Water Polo 2007-2011, Captain 2009-2011)

HIGHLIGHTS

Mollie is an associate in our San Diego office where she focuses on federal securities litigation.

Prior to joining Scott+Scott, Mollie was an associate at a California plaintiff's employment law firm where she represented clients in wrongful termination, discrimination, and wage and hour cases.

JOSEPH G. CLEEMAN

PRACTICE EMPHASIS

Joseph G. Cleemann has extensive experience litigating class actions, complex commercial disputes, and government enforcement actions.

ADMISSIONS

United States District Courts: Southern and Eastern Districts of New York

EDUCATION

Brooklyn Law School (J.D., *cum laude*, 2009); Columbia University Graduate School of Journalism (M.S., with honors, 2004); Harvard University (A.B., with honors in History, 1998)

HIGHLIGHTS

Mr. Cleemann is an associate at the firm's New York Office. He represents dozens of governmental entities in seven states who are prosecuting pharmaceutical manufacturers and distributors in opioid litigation.

Prior to coming to the Firm, Joe worked eight years at Ropes & Gray, LLP, where he principally represented corporate defendants in government prosecutions, class actions, and complex business litigation. He has extensive experience in the area of data privacy.

He spent his first year out of law school at a Ropes-sponsored fellowship with the Legal Aid Society's Prisoners' Rights Project. During law school, he interned with the Hon. Robert Sack in the Second Circuit and the Hon. Shira A. Scheindlin in the Southern District of New York. Prior to entering the law, he worked seven years in trade book publishing.

DAVID H. GOLDBERGER

PRACTICE EMPHASIS

David H. Goldberger's practice is primarily focused on complex antitrust litigation, initial antitrust case investigations, and other special projects.

ADMISSIONS

State of California; United States District Courts for the Northern, Central, and Southern Districts of California

EDUCATION

California Western School of Law (J.D., 2002); University of Colorado (B.A., 1999)

HIGHLIGHTS

Mr. Goldberger is an associate in the San Diego office and his notable prior representative actions involving antitrust claims include *Kleen Products LLC v. Packaging Corporation of America*, No. 10-cv-5711 (N.D. Ill.) ($376.4 million settlement), an action challenging price-fixing in the containerboard industry, and *In re Lithium Ion Batteries Antitrust Litigation*, No. 13-md-2420 (N.D. Cal.), an action challenging price-fixing of Li-Ion batteries. Mr. Goldberger has also worked on antitrust cases involving delayed generic drug entry, such as *Mylan Pharmaceuticals Inc. v. Warner Chilcott Public Ltd. Co.*, No. 12-cv-3824 (E.D. Pa.) ($8 million settlement) and *In re Prograf Antitrust Litigation*, No. 1:11-md-02242 (D. Mass.).

Mr. Goldberger currently represents antitrust class plaintiffs in *Alaska Electrical Pension Fund v. Bank of America Corp*., No. 1:14-cv-07126 (S.D.N.Y.), an action challenging collusion in the setting of ISDAfix, a global benchmark used to value interest rate derivatives, and *In re Foreign Exchange Benchmark Rates Antitrust Litigation*, No. 1:13-cv-07789 (S.D.N.Y.). Mr. Goldberger also maintains a lead role for Scott+Scott in communicating with potential class members regarding complex class action settlement procedures, including claim filing.

Previously, Mr. Goldberger was active in Scott+Scott's securities fraud and ERISA practice, including *In re: Priceline.com Securities Litigation*, No. 03-cv-1884 (D. Conn.) ($80 million settlement), *Alaska Electrical Pension Fund v. Pharmacia Corp.*, No. 03-1519 (D.N.J.) ($164 million settlement), and *In re: General Motors ERISA Litigation*, No. 05-71085 (E.D. Mich.) (resulting in significant

enhancements to retirement plan administration in addition to $37.5 million settlement for plan participants).

Mr. Goldberger was also a founding member of Scott+Scott's institutional investor relations team, providing the firm's many institutional clients with assistance in various matters pertaining to their involvement in complex civil litigations as well as assisting institutional clients in submitting eligible claims in those actions.

A lifelong resident and native of San Diego, Mr. Goldberger was an instituting member of the Torrey Pines High School "Friends of the Library" and coaches local youth sports in his spare time.

ANJORI MITRA

PRACTICE EMPHASIS
Anjori Mitra focuses on complex consumer litigation.

ADMISSIONS
State of New York; United States District Courts for the Southern, Eastern and Northern Districts of New York. Also admitted as a Barrister and Solicitor of the High Court of New Zealand.

EDUCATION
Columbia Law School (LL.M., 2019); University of Auckland (LL.B. (Hons)), 2014); University of Auckland (B.A., English, History, 2014)

HIGHLIGHTS
Anjori Mitra is an attorney in Scott+Scott's New York office, specializing in consumer litigation and class actions.

Ms. Mitra has broad civil and commercial litigation experience. Her work has included federal and state litigation representing public entities, labor health, and welfare funds and individuals. She has recently litigated several product liability lawsuits against a large manufacturer of infant and children's' products, represented a large suburban county in a federal antitrust litigation against generic drug manufacturers for colluding to increase drug prices, represented health and welfare benefit funds in litigation relating to the opioid crisis and represented one of New York State's largest counties in several lawsuits challenging its property taxation system. She has also worked on various data breach and product-related consumer class actions.

Before joining Scott+Scott, Ms. Mitra worked at a boutique litigation firm and at a plaintiff-side consumer and securities class action firm. Prior to that, she practiced in New Zealand as a barrister at a preeminent barristers' chambers and worked on a wide range of civil and commercial matters. She has appeared as counsel in state courts in New York and California. Ms. Mitra was named a SuperLawyers Rising Star in 2023 and 2024.

REPRESENTATIVE CASES AT PRIOR FIRMS

- *Butler, et al. v. Fisher-Price, Inc., et al.*, Case No. 19STCV20490 (Cal. Super. Ct. LA Cnty.); *Sanders, et al. v. Fisher-Price, Inc. et al.*, Case No. 19STCV24243 (Cal. Super. Ct. LA Cnty.): represented plaintiff families in several wrongful death lawsuits concerning the Fisher-Price Rock 'n Play Sleeper.

- *County of Suffolk v. Actavis Holdco US, Inc., et al.*, Case No. 2:20-cv-4893 (E.D. Pa.): represented Suffolk County in federal antitrust class action multi-district litigation against generic drug manufacturers for colluding to increase drug prices.

- *Teamsters Local 237 Retirees' Benefit Fund, et al. v. Purdue Pharma L.P., et al.*, Case No. 1:18-op-45174 (N.D. Ohio); *Plumbers Local Union No. 1 Welfare Fund v. Purdue Pharma L.P., et al.*, Case No. 1:18-op-45838 (N.D. Ohio); *Hollow Metal Trust Fund v. Endo Health Solutions, Inc., et al.*, Case No. 1:20-op-45094 (N.D. Ohio); *New York City District Council of Carpenters Welfare Fund v Endo Health Solutions, Inc., et al.*, Case No. 1:20-op-45095 (N.D. Ohio): represented several health and welfare benefit funds in federal class action multi-district litigation against opioid manufacturers and distributors seeking recoveries arising from the opiate crises.

- *Metropolitan Transportation Authority, et al. vs. Blue Cross and Blue Shield of Alabama, et al.*, Case No. 2:22-cv-265 (N.D. Ala.): represented the Metropolitan Transportation Authority in federal multi-district litigation alleging conduct in violation of antitrust law against a number of health insurance plans.

ALEX OUTWATER

PRACTICE EMPHASIS

Alex Outwater's practice focuses on complex antitrust and consumer class actions.

ADMISSIONS

State of California; United States District Courts for the Northern, Central, and Southern Districts of California

EDUCATION

University of San Diego School of Law (J.D., 2008); University of California, Santa Barbara (B.A., Italian Cultural Studies, 1999)

REPRESENTATIVE CASES

Indiana State District Council of Laborers and HOD Carriers Pension and Welfare Fund v. Omnicare, Inc., No. 2:06-cv-00026-WOB-CJS (E.D. Ky.) (settlement valued at $20 million)

In Re Tesla Motors, Inc. Stockholder Litigation, No. 12711-VCS (Del. Ch.): an action alleging Elon Musk, as Tesla's controlling stockholder, and Tesla's Board of Directors, breached fiduciary duties to Tesla shareholders in connection with Tesla's $2.6 billion acquisition of SolarCity (a company in which Elon Musk held a substantial interest)

AMANDA M. ROLON

PRACTICE EMPHASIS

Amanda Marie Rolon is a member of the consumer class actions group where she advocates for consumers who have been wronged by deceptive and unfair business practices.

ADMISSIONS

State of New York; United States District Courts: Northern, Southern and Eastern Districts of New York; United States Court of Appeals: Third and Ninth Circuits

EDUCATION

University of Iowa College of Law (J.D. 2019); Hunter College (B.A., English Literature, Language, and Criticism, Distinguished Honors, 2014)

HIGHLIGHTS

Amanda Rolon is a dedicated Litigation Associate specializing in consumer protection within the renowned consumer protection litigation group. With a keen focus on advocating for consumers in multifaceted class action litigation, Ms. Rolon brings a wealth of experience and passion to her practice.

Internally, Ms. Rolon is deeply committed to fostering an inclusive legal environment that upholds the values of diversity, equity, and justice. Her dedication to these principles serves as a cornerstone in her approach to legal advocacy.

Before joining Scott+Scott, Ms. Rolon served as an Assistant Corporation Counsel with the esteemed Special Federal Litigation Division of the New York City Law Department. In this role, she defended the City of New York and its law enforcement officials in federal actions, particularly those alleging Section 1983 constitutional and civil rights violations. Ms. Rolon's exceptional performance and unwavering dedication were recognized, particularly during her inaugural year of practice.

Ms. Rolon is admitted to practice in the State of New York, as well as the United States District Courts for the Northern, Southern, and Eastern Districts of New York. Furthermore, her legal prowess extends to the United States Court of Appeals for the Third and Ninth Circuits, demonstrating her comprehensive skill set and breadth of jurisdictional knowledge.

ANJA RUSI

PRACTICE EMPHASIS

Ms. Rusi's practice focuses on complex consumer class actions with a focus on deceptive pricing and data breach litigation. She also represents governmental entities who are bringing actions against pharmaceutical manufacturers and distributors in opioid litigation, other than in Connecticut.

Ms. Rusi also represents clients in various Connecticut state court matters including negligence, contractual disputes, and probate administration.

ADMISSIONS

State of Connecticut; United States District Court for the District of Connecticut

EDUCATION

Western New England School of Law (J.D., 2016) Fairfield University (B.A., 2013)

HIGHLIGHTS

Ms. Rusi is an associate in the firm's Connecticut office. Prior to joining the firm, Ms. Rusi worked for a midsized firm in Hartford representing clients in a broad range of areas including contract and commercial litigation, real estate litigation, and insurance law.

Ms. Rusi practices in varied Connecticut state court matters as well as federal class actions and has been recognized as a "Rising Star" by Connecticut Super Lawyers (2019-2021).

SEAN RUSSELL

PRACTICE EMPHASIS

Sean Russell focuses on antitrust, unfair competition, privacy, and consumer class action litigation.

ADMISSIONS

State of California; United States District Courts for the Southern, Northern, Eastern, and Central Districts of California; United States District Court for the Eastern District of Michigan; United States Court of Appeals for the Sixth Circuit

EDUCATION

University of San Diego School of Law (Masters of Taxation, 2016); Thomas Jefferson School of Law (J.D., *cum laude*, 2015); University of California, Davis (B.A., Economics, 2008)

HIGHLIGHTS

Sean Russell is an attorney based in the firm's San Diego office who specializes in antitrust, unfair competition, privacy, and consumer class action litigation in federal and state courts across the United States. Sean's area of expertise lies in diligently advocating for businesses and consumers who have endured the adverse consequences of unlawful practices, encompassing price-fixing, monopolization, collusion, and an array of other anticompetitive and unfair business practices that contravene the tenets of law and justice.

Sean is currently litigating ***In re Cattle Antitrust Litigation***, No. 22-md-03031 (D. Minn.) on behalf of cattle ranchers and futures traders alleging a conspiracy amongst nation's meatpackers to suppress cattle prices. He also represents consumers against Apple alleging its Siri voice-activation devices violated the privacy of consumers by improperly recording, storing, and sharing private conversations in ***Lopez v. Apple, Inc***., No. 4:19-cv-04577 (N.D. Cal.). Similarly, he is litigating ***In re: Google Assistant Privacy Litigation***, No. 5:19-cv-04286 (N.D. Cal.), a class action on behalf of consumers alleging privacy violations whereby Google Assistant records and discloses their private, confidential communications without consent. Outside of work, Mr. Russell is an avid sailor, fisherman, outdoorsman, and video gamer. He has competed in numerous races, sailed boats from 22' to 50'+, and enjoys deep sea fishing.

REPRESENTATIVE CASES

- ***In re Foreign Exchange Benchmark Rates Antitrust Litig.***, No. 1:13-cv-07789 (S.D.N.Y.) ($2.3 billion settlement)
- ***Alaska Electrical Pension Fund v. Bank of America Corp.***, No. 1:14-cv-07126 (S.D.N.Y.) ($504.5 million settlement)
- ***Veridian Credit Union v. Eddie Bauer LLC***, No. 2:17-cv-00356 (W.D. Wash.) ($9.8 million settlement)
- ***Deslandes v. McDonald's USA, LLC***, No. 1:17-cv-04857 (N.D. Ill.)

VICTORIA BURKE

PRACTICE EMPHASIS

Victoria Burke focuses on complex antitrust litigation and class actions.

ADMISSIONS

State of California and the District of Columbia; United States District Courts: Central District of California

EDUCATION

Loyola Law School's Fashion Law Summer Intensive Program (certificate of completion, 2014); Southwestern Law School (J.D., 2011); Arizona State University (B.A.1997)

HIGHLIGHTS

Ms. Burke is an attorney in the firm's San Diego office. Her practice focuses on class action litigation with an emphasis on privacy data breach cases and antitrust cases within the financial services industry. Victoria also has a background in intellectual property. She holds both CIPP/US and CIPP/E designations, and is an Adjunct Associate Professor of Law (Fashion Law), Southwestern Law School.

On behalf of the American Bar Association, Victoria has served as Vice-Chair of the Trademark Transactions Committee, Chair of the Fashion Law Subcommittee, and Vice-Chair of the Trademark Litigation Committee, as well as a member of the Beverly Hills Bar Association Executive Committee: IP, Internet & New Media Section. She also frequently authors law articles on a range of topics for various legal publications, most recently *Ruling Affirms the Moral Rights Artists Have in Their Works* (*Daily Journal,* March 2020). Victoria has also served as panelist for many programs, such as the Osgoode Fashion Law Society panel, Osgoode Hall Law School, Toronto, CAN (Oct 2018 & 2019). Victoria has volunteered her time to Bet Tzedek's Employment Rights Project: Wages and Hour cases and regularly serves as a moot court judge for Pepperdine University School of Law's Annual National Entertainment Law Moot Court Competition.

Professor Burke is an Adjunct Associate Professor of Fashion Law at Southwestern Law School. An experienced attorney with Scott+Scott LLP, Victoria has received industry recognition in both intellectual property and privacy cases, and holds both CIPP/US, CIPP/E certifications. She is a legal expert in litigation and specializes in privacy, trademark, copyright, and fashion law.

Professor Burke was named a Super Lawyers Rising Star in 2017 & 2018 and in 2015 she was awarded the Recognition of Outstanding Leadership Contribution by the American Bar Association. She serves as a

specialist consultant on Privacy and Intellectual Property matters for the Expert Network Group, LLC. In 2019, she joined the faculty at Southwestern Law School.

Victoria frequently authors articles for various legal publications, such as the ABA's Landslide Magazine *Best Practices for Filing an Intent-to-Use Trademark Application* (summer 2017), and for the Daily Journal: *EU-US reach an agreement on data transfers: Will it lead to Schrems III?* (April 2022), *Welcome to the Metaverse: Avatars, Tattoos, and Copyright* (January 2022),and What the EU-UK divorce means for GDPR privacy compliance, Jan 2021.

Professor Burke volunteers her time to Bet Tzedek's *Employment Rights Project: Wages and Hour* cases and regularly serves as a moot court judge for Pepperdine University School of Law's Annual National Entertainment Law Moot Court Competition.

A long-time advocate for survivors of sexual assault, in 2022, Prof. Burke drafted a bill designed to reform California defamation laws to better protect survivors who speak out from retaliatory lawsuits.

Her bill (AB933) was sponsored in the Assembly, passed in the California Senate and was signed into law by Governor Gavin Newsom in August 2023. In Illinois, a state representative is introducing *The Right to Speak Your Truth Act* in the next legislative session, and states like New York and Colorado are in conversation to sponsor Professor Burke's bill next.

MELANIE PORTER

PRACTICE EMPHASIS

Melanie Porter focuses on complex antitrust litigation and class actions.

ADMISSIONS

State of California; United States District Courts: Southern District of California

EDUCATION

California Western School of Law (J.D., *cum laude*, 2006); UCLA (B.A., Psychology, 2003)

HIGHLIGHTS

Ms. Porter is an attorney in Scott+Scott's San Diego office.

While at California Western School of Law, Ms. Porter served as President of the Asian Pacific Law Student Association and Hawaiian Law Student Association, as well as Secretary and Chair of Community Relations for the Health Law Society and Co-Chair of the Social and Membership Committee for Phi Alpha Delta.

In 2016, 2017, 2018, and 2019, Ms. Porter received the Rising Star recognition by Super Lawyers. She is currently a member of the California State Bar, San Diego County Bar Association, Consumer Attorneys of San Diego, and the American Bar Association.

NNENNA SANKEY

PRACTICE EMPHASIS:

Nnenna Sankey is an attorney in Scott+Scott's California office where she focuses on complex antitrust litigation and class actions.

EDUCATION:

University of San Francisco, School of Law (J.D., 2012); University of California, Santa Barbara (B.A., Sociology and Black Studies)

She holds a Public Interest Law Certificate with Honors and is also the first recipient of the Molla/Ndubaku Humanitarian Award from UCSB.

ADMISSIONS:

Ms. Sankey is admitted to practice in the State of California and in several federal courts.

ALYSSA SCHNEIDER

PRACTICE EMPHASIS

Alyssa A. Schneider focuses on complex antitrust and securities litigations and class actions.

ADMISSIONS

State of Connecticut; Admitted and Qualified Attorney and Counsellor of the Supreme Court of the United States

EDUCATION

University of Massachusetts School of Law Dartmouth (J.D., 2008); College of Wales School of Law, London (Summer Study Abroad, 2006); Sotheby's Institute of Art Summer Program in New York, Art Law & History (Certificate of Completion, 2015); Miami University, Oxford, OH (B.S., Human Resource Management, 2002)

HIGHLIGHTS

Alyssa A. Schneider is an attorney in the Scott+Scott's San Diego office.

- National Mediator, certified via the OH Supreme Court and American Mediation Association
- Certified Advocate, The Climate Reality Project, dedicated to expanding environmental law for combatting climate change
- Compliance Inspector, in accordance with the DOJ, for local county Board of Elections
- Volunteered for the Lawyers Committee for Cultural Heritage Preservation

Ms. Schneider dedicates pro bono services in estate and elder planning and participates in advocacy trainings with civil rights organizations. She has been a passionate volunteer for the arts, studying Holocaust Art Restitution in law school and thereafter, providing pro bono nonprofit guidance to small and large art institutions.

Prior to joining Scott+Scott, Ms. Schneider practiced in the electronic discovery arena for high profile clients and government investigations. She was also a licensed educator, with a focus on Special Education and English as a Second Language.

Outside of the office, Ms. Schneider is an avid exerciser, a proponent of self-care, and enjoys listening to music, reading classic lit and autobiographies, and watching old movies.

EXHIBIT 5

(To the Joint Declaration ISO Motion for Preliminary Approval)

MISSION STATEMENT

Lexington Law Group, LLP is a public interest law firm specializing in consumer protection, antitrust, and environmental litigation. We bring creativity and tenacity to plaintiffs' public interest litigation in a manner that yields superb results for our clients and the general public. Our cases have resulted in the recovery of millions of dollars for the benefit of consumers and the removal of toxic chemicals from thousands of everyday products.

Our firm is made up of committed people who are passionate about our work. We represent aggrieved individuals, non-profit organizations, and public entities. We are dedicated to our clients and the public interest goals that we set for each case. Our exceptional grasp of complex legal issues enables us to obtain extraordinary results for our clients.

We are aggressive litigators who fight for our clients at every turn, yet we are also professional in our approach and treat all parties with respect. Our goal is to hold corporations accountable and to use the law to forge creative solutions to difficult problems for the benefit of our clients and society.

CASES AND RESULTS

The following is a representative list of some of our successes:

- Paypal Arbitrary Hold and Reserve Account Practices: Co-Lead Counsel in class action case against Paypal, the world's largest payment processing service, alleging placement of unauthorized holds on sellers' accounts. Settlement required Paypal to remedy deficiencies in account hold practices, provide class members with a means of resolving the hold disputes as well as millions of dollars in interest paid to Class Members for unauthorized holds.

- Out-of-Network UCR Rates Litigation: Named interim Class Counsel in antitrust case against WellPoint alleging conspiracy to artificially reduce reimbursements on "out of network" claims by policy holders through the use of the fraudulent Ingenix database. (*In Re WellPoint Out-of-Network UCR Rates Litigation, MDL 2074*).

- Fake Organic Cosmetic Products Litigation: Class counsel in cases involving misrepresentation of non-organic cosmetic products as organic. (*Brown, et al. v. Hain Celestial Group*, CV-11-03082 LB (N.D. CA); *Golloher, et al. v. Todd Christopher International*, RG 12 653621 (Alameda Sup. Ct.)). Cases resulted in mutli-million dollar class recoveries and agreements to stop violations of the California Organic Products Act.

- Fake "Naturals" Cosmetic Litigation: Class counsel in case involving false and misleading representations that certain Neutrogena cosmetic products are natural. (*Stephenson, et al. v. Neutrogena Corp.*, C 12-00426 JCS).

- Lead in Jewelry: Environmental enforcement action co-litigated with the California Attorney General that has thus far resulted in commitments by hundreds of major retailers, importers and manufacturers of costume jewelry to significantly reduce the levels of lead in their jewelry. This case also lead directly to California's landmark lead in jewelry statute, which was itself a precursor to passage of the federal Consumer Product Safety Improvement Act. (*State of California v. Burlington Coat Factory, et al.*).

- Peer-to-Peer (P2P) Interference: Named Class Counsel in class action against Comcast for alleged breach of contract and false advertising arising from interference with subscribers' use of peer-to-peer file sharing applications. Obtained $16 million settlement for the class. (*In re: Comcast Peer-to-Peer (P2P) Transmission Contract Litigation*).

- Blue Shield Mid-Year Cost Increases: Named Class Counsel in class action alleging breach of contract and false advertising case challenging health insurer Blue Shield of California's mid-year unilateral increase to deductibles and other calendar year costs. Obtained $2.7 million settlement for the class. (*Dervaes v. Blue Shield of California*).

- Chase Bank Debt Collection Practices: Named Class Counsel in class action against Chase Bank alleging violations of Federal Debt Collection Practices Act and California's Rosenthal Fair Debt Collection Practices Act in connection with Chase's credit card collection activities. (*Gardner v. Chase Bank USA, N.A.*).

- Greenwashing of Consumer Products: Counsel for non-profit group in private attorney general action resulting in Consent Judgments entered against more than 30 manufacturers and re-sellers requiring compliance with California's marketing and labeling requirements for cosmetic products. Examples of brands which have agreed to Court-ordered compliance with these requirements include Alterna, Aubrey, Beauty Without Cruelty, Blum Naturals, Boots, Curls, Derma E, Episencial, Kiss My Face, Morrocco Method, Nature's Baby, Organic Root Stimulator, Out of Africa, Pacifica, Palmer's, Parnevu, Peter Lamas, Pure & Basic, Shea Moisture, Simply Organic, Suki and Tints of Nature. *(Center for Environmental Health v. Advantage Research et al.).*

- False Advertising of Anti-Aging Products: Successfully prosecuted consumer protection action against maker of multi-million dollar "snake oil" product line falsely advertised as anti-aging cancer cure. (*Center for Environmental Health v. Almon Glenn Braswell*).

- Lead in Diaper Rash Ointment: Class action and private attorney general case that forced more than twenty-five major manufacturers and retailers of diaper rash ointment to reformulate their products to eliminate actionable levels of lead. Defendants included Bristol-Myers Squibb Co., Johnson & Johnson Consumer Companies, Inc., Pfizer, Inc., Schering-Plough HealthCare Products, Inc., and Warner-Lambert Company. (*Center for Environmental Health v. Bristol-Myers Squibb Co., et al., and Kenneth Johnson et al. v. Bristol-Myers Squibb Co., et al.*).

- US Airways Lap Child Litigation: Recovered refunds in a successful consumer class action case alleging that US Airways charged for "lap-children" in breach of its contract of carriage. (*Robins v. US Airways, Inc.*).

- Microsoft Technical Support Litigation: Class action consumer case against Microsoft forcing Microsoft to abandon its unilateral decision to discontinue free technical support for Office 2000 software products. (*Jones v. Microsoft Corporation*).

- Automobile Credit Truth-In-Lending Violations: Plaintiffs' Liaison Counsel in a large multi-party coordinated proceeding against hundreds of automobile dealerships alleging violations of the Truth in Lending Act that resulted in injunctions requiring disclosure of previously undisclosed lease and finance terms in automobile advertising. (*In Re Automobile Advertising Cases*).

- Nursing Home Staffing Litigation: Class action and private attorney general lawsuits against dozens of skilled nursing facilities that resulted in agreements to increase minimum staffing levels as required by California law. (*Foundation Aiding the Elderly v. Covenant Care, et al.*).

- Health Risks From Kava Kava: Represented class of consumers of Kava Kava dietary supplements against more than thirty-five defendants in case about failure to disclose the risk of liver disease from the products. (*In Re: Kava Kava Litigation*).

- Second Hand Smoke: Represented the City of San Jose and a private plaintiff in suit against major tobacco companies regarding failure to warn about second hand smoke in violation of California law. (*In Re Tobacco Cases II*).

- Tobacco Advertising: Represented non-profit group in case against outdoor advertising company defendants alleging violations of California's STAKE Act, which prohibits tobacco advertising within 1,000 feet of public schools, that resulted in the removal of hundreds of tobacco billboards located near schools in California. (*Center For Environmental Health v. Eller Media Corporation, et al.*).

PARTNERS BACKGROUND AND EXPERIENCE

Partner, Mark N. Todzo has devoted his practice of law to the representation of plaintiffs in antitrust, consumer and environmental protection litigation for over twenty-five years. In that time, he has represented aggrieved individuals, nonprofit organizations and public entities in litigation that has curbed abusive and illegal corporate practices. Mr. Todzo's varied work has, among other things, helped to remove toxic chemicals from the environment, increased staffing in nursing homes, reformed deceptive advertising practices, and recovered millions of dollars for the benefit of consumers. Mr. Todzo has argued cases in state and federal trial courts as well as courts of appeal and the California Supreme Court.

Mr. Todzo has served as class counsel in numerous class action lawsuits as well as liaison counsel in complex coordinated actions. He was recently lead counsel in a MDL case against Comcast on behalf of a class of subscribers who were blocked from using peer-to-peer file sharing programs. Mr. Todzo is currently representing classes of individuals in a variety of different cases, including an antitrust class action against Blue Shield seeking to recover increased health care payments for out of network charges.

Mr. Todzo joined the Lexington Law Group in 1998 and is a principal of the firm. Mr. Todzo received his law degree from Hastings College of the Law in 1993 and received a A.B. from Duke University in 1986.

Partner, Lucas Williams specializes in litigation concerning environmental justice, toxic exposures, and corporate greenwashing. Mr. Williams has been litigating public interest environmental

cases since he graduated from Golden Gate University School of Law in 2008. He began his career at GGU's Environmental Law and Justice Clinic as a fellow, where he represented communities of color in cases addressing pollution. On completion of his fellowship, Mr. Williams joined the Lexington Law Group as an associate in 2012. He returned to Golden Gate University School of Law as a Professor and Staff Attorney at the Environmental Law and Justice Clinic in 2020. At ELJC, he represented communities of color in cases enforcing environmental laws including CEQA and the Clean Air Act. During this time, Mr. Williams also founded his own environmental justice and consumer protection firm, Williams Environmental Law. In 2023, Lucas rejoined Lexington Law Group as a partner.

Partner, Patrick Carey began his work with Lexington Law Group as a part-time file clerk and office assistant while he was in undergrad. He later jumped at the opportunity to return to LLG after completing his undergraduate degree and began his fulltime career at LLG after graduation as a products investigator and "jack of all trades" handling numerous other tasks around the office. He quickly gained additional responsibilities, becoming a legal assistant and office manager, and he held the head legal assistant and, at times, office manager position until leaving for law school.

Mr. Carey rejoined LLG as a partner in January 2023. Prior to rejoining LLG, he gained invaluable legal experience externing for the Honorable Joseph C. Spero in the Northern District of California and as an associate at Covington and Burling. At Covington, Mr. Carey represented clients in the technology, sports and entertainment, financial services, and consumer products sectors, in government investigations and complex commercial litigation and class action matters spanning a variety of subject areas such as contract, privacy, consumer protection, fraud, unfair competition, antitrust, and intellectual property. Mr. Carey also briefly worked at Pillsbury, Winthrop, Shaw, and Pittman handling a wide variety of matters before he was presented with the opportunity to return to LLG.

Mr. Carey earned his J.D. from the University of California Berkley School of Law, and a B.A. in English from the University of California Berkeley. While in law school, Patrick was an Articles Editor with the California Law Review and received awards for his work in multiple classes.

EXHIBIT 6

(To the Joint Declaration ISO Motion for Preliminary Approval)

FIRM RESUME

Wood Law Firm, LLC
E. Kirk Wood - Managing Partner
P.O. Box 382434; Birmingham, AL 35238
Phone: (205) 612-0243; Fax: 866-747-3905
ekirkwood1@bellsouth.net

EDUCATION:
BS, University of Alabama 1976; MS, Troy University 1984; JD, Cumberland School of Law 1987

LICENSED:
Alabama, Florida and District of Columbia

INSTRUCTION:
Adjunct Professor of Law, University of Alabama, 1992

ADMITTED:
Supreme Court of Alabama; Supreme Court of Florida; US District Court for the Northern District of Alabama; US District Court for the Middle District of Alabama; US District Court for the Southern District of Alabama; US District Court for the Northern District of Florida; US District Court for the Middle District of Florida; Minnesota District Court; Missouri Eastern District Court; New York Southern District Court; US Court of Appeals for the Eleventh Circuit; US Court of Appeals for the Fourth Circuit; US Court of Appeals for the Ninth Circuit; US Court of Appeals for the Second Circuit; US Court of Appeals for the Sixth Circuit; US Court of Appeals for the Third Circuit; United States Supreme Court; District of Columbia

MEMBER:
American Bar Association; Alabama Bar Association; Florida Bar Association; Birmingham Bar Association; Federal Bar Association; District of Columbia Bar Association

CURRENT MULTI DISTRICT AND CLASS LITIGATION MATTERS:

In re: Blue Cross Blue Shield Antitrust Litigation (Plaintiffs Local Facilitating Counsel; Plaintiffs Steering Committee)
In re: Generic Pharmaceuticals Pricing Antitrust Litigation
In re: Amiodarone Drug Litigation (Lead Counsel)
In re: Woolsey Fire Litigation
In re: Google Assistant Privacy Litigation
In re: TikTok, Inc. Consumer Privacy Litigation

RECENT REPRESENTATIVE MULTI DISTRICT AND CLASS LITIGATION MATTERS:
(All of which are now closed):

*In re: TJX Retail Security Breach Litigation (*Plaintiffs' Steering Committee)
In re: Vioxx Products Liability Litigation
In re: Bausch & Lomb Contact Lens Solution Products Liability Litigation (Plaintiffs Steering Committee)
In re: Heparin Products Liability Litigation (Plaintiffs Steering Committee)
In re: Total Body Formula Products Liability Litigation (Co-Lead and Liaison Counsel; Plaintiffs Executive Committee)
In re: Puerto Rico Cabotage Antitrust Litigation (Plaintiffs Steering Committee)
In re: Countrywide Security Breach Litigation (Plaintiffs Steering Committee)
In re: Hydroxycut Marketing and Sales Practices Litigation
In re: Heartland Payment Systems, Inc. Customer Data Security Breach Litigation
Denise Howerton, et al. vs. Cargill, Inc. (Truvia)
In re: Zappos.com, Inc., Customer Data Security Breach Litigation
In re: DePuy Orthopaedics, Inc. ASR Hip Implant Products Liability Litigation
In re: Stryker Rejuvenate and ABG II Hip Implant Products Liability Litigation
In re: Community Health Systems, Inc., Customer Security Data Breach Litigation (Plaintiffs' Steering Committee)
In re: Local TV Advertising Antitrust Litigation
In re: DePuy Orthopaedics, Inc., Pinnacle Hip Implant Products Liability Litigation.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

OAKLAND DIVISION

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

Plaintiffs,

v.

APPLE INC.,

Defendant.

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

DECLARATION OF STEVEN WEISBROT RE: PROPOSED SETTLEMENT ADMINISTRATION PROTOCOL & NOTICE PLAN

I, Steven Weisbrot, declare and state 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, un-biased, 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 product defects, false advertising, data breach, mass disasters, 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 www.angeiongroup.com.

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. Angeion has extensive experience administering landmark settlements involving some of the world's most prominent companies, including:

In re: Facebook, Inc Consumer Privacy User Profile Litigation
Case No. 3:18-md-02843-VC (N.D. Cal.)
Meta agreed to pay $725 million to settle allegations that the social media company allowed third parties, including Cambridge Analytica, to access personal information. Angeion is currently undertaking an integrated in-app notification and media campaign to a class in the hundreds of millions of individuals and businesses.

City of Long Beach, et al. v. Monsanto, et al.
Case No. 2:16-cv-03493-FMO-AS (C.D. Cal.)
Bayer agreed to pay $650 million to settle allegations of waterbodies impaired by PCBs. Angeion's notice administration was extraordinarily successful. The claims administration includes multiple complex claims filing workflows for different funding allocations, including separate fund for "special needs" claimants.

Beckett v. Aetna Inc.
Case No. 2:17-cv-03864-JS (E.D. Pa.)
A consolidated data breach class action that arose from the alleged improper disclosure of Protected Health Information by a health insurer and previous claims administrator, including confidential HIV-related information. Angeion provided specialized training to our support team concerning the sensitive nature of the case and underlying health information. Angeion implemented robust privacy protocols to communicate with and verify the claims of the affected class members, including anonymized notice packets and allowing claimants to lodge objections under pseudonyms.

12. Angeion has extensive experience administering data incident and privacy settlements, notably:

Case	Case No.	Court
Abubaker v. Dominion Dental USA Inc.	1:19-cv-01050	E.D. Va.
Adkins v. Facebook Inc.	3:18-cv-05982	N.D. Cal.
Alexander et al. v. Otis R Bowen Center for Human Services Inc.	43D04-2104-CT-000019	Ind. Super. Ct.
Baldwin v. James Mitchell PhD et al.	CV-2018-900302.00	Ala. Cir. Ct.
Carr et al. v. Beaumont Health et al.	2020-181002-NZ	Mich. Cir. Ct.
Clark v. Experian Information Solutions, Inc.	3:16-cv-00032	E.D. Va.
Cotter v. Checkers Drive-In restaurants Inc.	8:19-cv-01386	M.D. Fla.
Culbertson v. Deloitte Consulting LLP	1:20-cv-03962	S.D.N.Y.
Devine v. Health Aid of Ohio Inc.	CV-21-948117	Ohio Ct. Com. Pl.
Friske v Bonnier Corporation	2:16-cv-12799	E.D. Mich.
Gaston et al. v. FabFitFun Inc.	2:20-cv-09534	C.D. Cal.
Goetz v. Benefit Recovery Specialists Inc.	2020CV000550	Wis. Cir. Ct.
Heath et al. v. Insurance Technologies Corp. and Zywave Inc.	3:21-cv-01444	N.D. Tex.
Hough v. Navistar Inc.	2021L001161	Ill. Cir. Ct.
Hozza v. PrimoHoagies Franchising Inc.	1:20-cv-04966	D.N.J.
In re: 21st Century Oncology Customer Data Security Breach Litigation	8:16-md-02737	M.D. Fla.
In re: Ashley Madison Customer Data Security Breach Litigation	4:15-md-02669	E.D. Mo.
In re: Citrix Data Breach Litigation	0:19-cv-61350	S.D. Fla.
In re: Google Plus Profile Litigation	5:18-cv-06164	N.D. Cal.
In re: Hanna Andersson and Salesforce.com Data Breach Litigation	3:20-cv-00812	N.D. Cal.
In re: Herff Jones Data Breach Litigation	1:21-cv-01329	S.D. Ind.
In re: Home Depot, Inc., Customer Data Security Breach Litigation	1:14-md-02583	N.D. Ga.
Llamas et al. v. TrueFire LLC and TrueFire Inc.	8:20-cv-00857	M.D. Fla.
Madrid et al. v. Golden Valley Health Centers	20-CV-01484	Cal. Super. Ct.
McKenzie v Allconnect Inc.	5:18-cv-00359	E.D. Ky.

Nelson et al. v. Idaho Central Credit Union	CV03-20-00831/CV03-20-03221	Idaho Jud. Dist.
Newman v. JM Bullion Inc.	BCV-21-100436	Cal. Super. Ct.
Pagoaga v Stephens Institute d/b/a Academy of Art University	CGC 16-551952	Cal. Super. Ct.
Pygin v. Bombas LLC et al.	4:20-cv-04412	N.D. Cal.
Remijas et al. v. Neiman Marcus Group LLC	1:14-cv-01735	N.D. Ill.
Riggs v. Kroto Inc., d/b/a iCanvas	1:20-cv-05822	N.D. Ill.
Rivera v Aimbridge Hospitality, LLC	2018-CA-7870	Fla. Cir. Ct.
Sackin, et al. v. TransPerfect Global, Inc.	1:17-cv-01469	S.D.N.Y.

SUMMARY OF THE NOTICE PLAN

13. This declaration will describe the proposed Notice Plan for the Settlement Class that, if approved by the Court, Angeion will implement in this matter, including the considerations that informed the development of the plan and why we believe it will provide due process to Settlement Class Members. In my professional opinion, the proposed Notice Plan described herein is the best notice practicable under the circumstances, fulfilling all due process requirements, fully comporting with Fed. R. Civ. P. 23, and the Northern District's Procedural Guidance for Class Action Settlements.

14. The Notice Plan provides for sending direct notice via email to all reasonably identifiable Settlement Class Members based on Apple's records, along with the development of a state-of-the-art media notice campaign, and the implementation of a dedicated Settlement Website and toll-free telephone line where Settlement Class Members can learn more about their rights and options pursuant to the terms of the Settlement.

15. Upon the completion of the initial notice, Angeion will coordinate with the Parties to determine whether additional email, direct postcard, or publication notice to some or all of the Settlement Class is warranted and cost-effective.

Settlement Class Member Data

16. Angeion will receive, review, and analyze the Settlement Class Member data provided by the Defendant. Angeion performs a thorough analysis to identify duplicative records, as well as missing/incomplete data fields. Angeion will then assign identification numbers to each unique record, which will comprise the final Settlement Class Member list ("Class List").

Email Notice

17. As part of the Notice Plan, Angeion will send direct email notice to Settlement Class Members who have valid email addresses included on the Class List. Thereafter, the Parties and Angeion will coordinate to determine whether further email notice is warranted and cost-effective.

18. Angeion follows best practices to both validate emails and increase deliverability. Specifically, prior to distributing the email notice, Angeion subjects the email addresses on the Class List to a cleansing and validation process. The email cleansing process will remove extra spaces, fix common typographical errors in domain names, and correct insufficient domain suffixes (e.g., gmal.com to gmail.com, gmail.co to gmail.com, yaho.com to yahoo.com, etc.). The email addresses will then be subjected to an email validation process whereby each email address will be compared to known bad email addresses.[1] Email addresses that are not designated as a known bad address will then be further verified by contacting the Internet Service Provider ("ISP") to determine if the email address exists.

19. Further, Angeion designs the email notice to avoid many common "red flags" that might otherwise cause an email recipient's spam filter to block or identify the email notice as spam. For example, Angeion does not include attachments like the Full Class Notice to the email notice, because attachments are often interpreted by various Internet Service Providers ("ISP") as spam.

20. In addition, Angeion has significant experience disseminating email notice to comparable, voluminous class sizes. Angeion strategically staggers the release of emails, starting with a smaller number of emails and gradually increasing the volume of emails sent to a given domain. In our experience, this form of "priming" or "warming up" minimizes the probability of ISPs blocking email notices. A representative list of cases that involved disseminating email notice to over 50 million class members is provided below:

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[1] Angeion maintains a database of email addresses that were returned as permanently undeliverable, commonly referred to as a hard bounce, from prior campaigns. Where an address has been returned as a hard bounce within the last year, that email is designated as a known bad email address.

Case	Case No.	Court	Class Size
Katz-Lacabe v Oracle	3:22-cv-4792	N.D. Cal.	220MM
In re Facebook Inc. Consumer Privacy User Profile Litig.	3:18-md-02843	N.D. Cal.	200M+
In re: Google Plus Profile Litigation	5:18-cv-06164	N.D. Cal.	161M+
In re: Facebook Internet Tracking Litigation	5:12-md-02314	N.D. Cal.	124M+
In re: Apple Inc. Device Performance Litigation	5:18-md-02827	N.D. Cal.	90M+
Salinas et al. v. Block Inc. et al.	3:22-cv-04823	N.D. Cal.	85M+
Kukorinis v. Walmart Inc.	8:22-cv-02402	M.D. Fla.	81M+
In re: TikTok Inc., Consumer Privacy Litigation	1:20-cv-04699	N.D. Ill.	80M+
Cottle et al. v. Plaid Inc.	4:20-cv-03056	N.D. Cal.	60M+
Esposito v. Cellco Partnership d/b/a Verizon Wireless	MID-L-6360-23	N.J. Spr. Ct.	59M+

21. Angeion also accounts for the reality that some emails will inevitably fail to be delivered during the initial delivery attempt. Therefore, following the initial noticing campaign and after an approximate 24- to 72-hour rest period (which allows any temporary block at the ISP level to expire), Angeion will cause 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.

22. Angeion will cause any email address for which email notice could not be delivered to be subjected to an email change of address search in an attempt to locate updated email addresses. Angeion will then send email notice to any updated email addresses obtained via this process.

23. 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.

MEDIA NOTICE CAMPAIGN

24. In addition to the robust direct notice efforts, the Parties and Angeion shall develop a publication notice plan to be submitted to the Court for approval, and in keeping with publication notice approved by other courts in this District. The publication notice campaign shall inform Settlement Class Members of the fact of the Settlement and that Settlement information is available on the Settlement Website.

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MEDIA MONITORING

25. Angeion will also aggregate data across multiple platforms and systems to quantify the output of print, online, and broadcast coverage of this settlement. At the conclusion of the notice and claims period, Angeion will provide reporting that quantifies and assigns a value to garnered press coverage.

SETTLEMENT WEBSITE & TOLL-FREE TELEPHONE SUPPORT

26. The Notice Plan provides for the creation of a case-specific Settlement Website where Settlement Class Members can easily submit a Claim Form online and that provides Settlement Class Members with general information about this Settlement, including important dates and deadlines, in both English and Spanish. Settlement Class Members can also review or download relevant Court documents, including the Long Notice, the Claim Form, the Preliminary Approval Order, the Settlement Agreement, the operative Class Action Complaint filed in this Action, and any other materials agreed upon by the Settling Parties and/or required by the Court.

27. Settlement Class Members will be able to utilize a scripted chatbot option to streamline responses to frequently asked questions and can also access a "Contact Us" page and send a message with any additional questions to a dedicated email address.

28. The Settlement Website will be designed to be ADA-compliant and optimized for mobile visitors so that information loads quickly on mobile devices. Additionally, the Settlement Website will be designed to maximize search engine optimization through all major search engines. Keywords and natural language search terms will be included in the Settlement Website's metadata to maximize search engine rankings.

29. 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 in both English and Spanish. This hotline will be accessible 24 hours a day, 7 days a week.

30. Settlement Class Members will be able to leave a voicemail with their name and address if they want the Long Notice or Claim Form mailed to them. In addition, live operator support will be available during normal business hours.

NOTICE PURSUANT TO THE CLASS ACTION FAIRNESS ACT OF 2005

31. Within ten (10) 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.

CLAIMS ADMINISTRATION

Claim Form Submissions

32. Pursuant to the terms of the Settlement Agreement, Angeion will receive, and process claim form submissions. Each Claim Form submitted shall be reviewed by Angeion, who shall determine in accordance with the terms and conditions of the Settlement Agreement whether the claim is valid.[2]

33. Angeion shall use reasonable efforts and means to identify and reject duplicate and/or fraudulent claims, including, without limitation, employing reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud, including by cross-referencing approved claims with the Settlement Class List. Angeion shall determine whether a Claim Form submitted by a Settlement Class Member is an approved claim and shall reject Claim Forms that fail to (a) comply with the instructions on the Claim Form or the terms of this Agreement, or (b) provide full and complete information as requested on the Claim Form. In consultation with the Plaintiffs and Apple, Angeion will undertake, or cause to be undertaken, further verification and investigation, including the nature and sufficiency of any Claim Form. Angeion may contact any person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

[2] A claim form may be rejected for, among other reasons, the following: (a) the Claim Form is not fully complete and/or signed; (b) the Claim Form is illegible; (c) the Claim Form is fraudulent; (d) the Claim Form is duplicative of another Claim Form; (e) the person submitting the Claim Form is not a Settlement Class Member; (f) the person submitting the Claim Form requests that payment be made to a person or entity other than the Settlement Class Member for whom the Claim Form is submitted; (g) the Claim Form is not timely submitted; or (h) the Claim Form otherwise does not meet the requirements of the Settlement Agreement.

34. Claims must be submitted by the Settlement Class Member. Except for claims submitted by an authorized individual on behalf of a Settlement Class Member that is a minor, an incapacitated person, a deceased individual, or those expressly permitted by the terms of the Settlement, claims submitted by people or entities other than the Settlement Class Member will be rejected without opportunity to provide additional information or challenge the Settlement Administrator's determination.

35. Claim Forms that do not meet the terms and conditions of the Settlement Agreement shall be promptly rejected by Angeion, and Angeion shall notify the Settlement Class Member through the email address provided in the Claim Form of the rejection. Class Counsel and Defense Counsel shall be provided with copies of all such notifications to Settlement Class Members, provided that Angeion may provide rejection notice to claims identified as fraudulent. If any claimant whose Claim Form has been rejected, in whole or in part, desires to contest such rejection, then by the deadline provided in the Settlement Agreement and described in the rejection notice, the claimant must transmit to the Settlement Administrator by email or U.S. mail a notice and statement of reasons indicating the claimant's grounds for contesting the rejection, along with any supporting documentation, and requesting further review. Pursuant to the Settlement Agreement, the Settlement Administrator's determinations on the validity and eligibility of Claims shall be final and non-appealable by Settlement Class Members.

36. Consistent with the Settlement Agreement, Apple Counsel and Class Counsel may contest the Angeion's determination. Class Counsel and Apple Counsel, in consultation with Angeion, will meet and confer in good faith concerning the determination of the claim. If Class Counsel and Defense Counsel cannot reach resolution on any disputed claim, the disputed claim shall be presented to the Court for summary and non-appealable resolution.

FRAUD DETECTION

37. Angeion has developed and deployed a real-time fraud detection system, AngeionAffirm, which is the first and only comprehensive solution to identify fraud in real time based on both state-

of-the-art technology and analysis of over a decade of historical claims data.[3] AngeionAffirm was developed to combat the rising tide of fraudulent claims in class action settlements and the increasingly sophisticated technologies and techniques used by fraudulent actors in their attempt to perpetuate fraud, and will be implemented to detect fraudulent claim submissions in this Settlement.

38. Courts have recognized the success of AngeionAffirm. By way of example, in the Court's July 26, 2024, Report and Recommendation, United States Magistrate Judge Stewart D. Aaron stated, "The Court finds that the claims process administered by Angeion has integrity and has been carried out in a diligent and thorough manner…Based upon the Court's review of the record, the Court finds that Angeion has taken prudent and necessary steps to address the fraudulent claims submitted in this case… Angeion's fraud detection system is robust and appropriately designed to weed out fraudulent claims." (*See In re: Novartis and Par Antitrust Litigation*, No. 1:18-cv-04361-AKH-SDA, S.D.N.Y, Report and Recommendation, ECF No. 667).

39. In addition to AngeionAffirm, Angeion's strategic partner, ClaimScore, will be utilized as part of the comprehensive anti-fraud efforts that will be deployed in this Settlement. ClaimScore is the only independent software solution dedicated to resolving the fraudulent claim problem in class action settlements.[4] ClaimScore reviews each claim individually using its proprietary artificial intelligence, machine learning, & cloud architecture in real-time. Each result is then reported instantaneously in an interactive dashboard. Together, AngeionAffirm and ClaimScore will provide industry-leading fraud detection services for this Settlement.

DISTRIBUTION OF SETTLEMENT BENEFITS

40. Settlement Class Members are able to select from a variety of payment options, such as paper check, ACH transfer, and digital check.

41. The digital payment options are reliable, secure, and meet evolving claimant preferences and contemporary payment methodologies. This includes a bank solution (ACH) and a digital-first solution (digital checks).

[3] *See* https://www.angeiongroup.com/angeion-group-announces-angeionaffirm-2-0/ for information about the launch of AngeionAffirm 2.0 (Last visited December 30, 2024)

[4] https://www.claimscore.ai/ (Last visited December 30, 2024)

42. Angeion will also accommodate Settlement Class Members who elect to receive a traditional check be mailed to their stated address.

DATA SECURITY & INSURANCE

43. Angeion 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.

44. Angeion'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 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 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.

45. 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.

46. Further, our team conscientiously monitors the 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.

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

CLAIMS RATE ANALYSIS

48. Angeion analyzed past settlements it has administered involving privacy allegations to assist with estimating the claims rate for the instant settlement. In total, Angeion reviewed approximately 50 settlements, which resulted in an average claims rate of 7.01% and a median claims rate of 3.10%. To minimize the effect of anomalous claim rates, Angeion removed the five lowest and five highest claim rates from the analysis, which resulted in an average claims rate of 5.10% across the remaining 36 settlements reviewed (the median claims rate of 3.10% remained the same).

49. In light of the historical data reviewed, Angeion estimates that the claims rate in this Settlement will likely be in the 3-5% range based on the prior settlements involving privacy allegations Angeion has administered.

ESTIMATED NOTICE AND ADMINISTRATION COSTS

50. Angeion estimates the cost to provide notice and administration services as described herein will be approximately $5,975,000.[5] The pricing details comprising the administration cost estimate are competitively sensitive. Upon request, Angeion will provide its itemized estimate to the Court for *in camera* review.

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[5] The estimate is premised on certain specifications provided to Angeion, such as the approximate Class size, the need for supplemental notice, and issuing payments in a single distribution. Deviations from these underlying specifications and contingencies may result in additional costs, as the costs of administration are based on the underlying assumptions.

CONCLUSION

51. The Notice Plan outlined above includes direct notice via email to all reasonably identifiable Settlement Class Members, combined with a state-of-the-art media notice campaign, and the implementation of a dedicated Settlement Website and toll-free hotline to further inform Settlement Class Members of their rights and options in the Settlement.

52. In my professional opinion, the Notice Plan described herein will provide full and proper notice to Settlement Class Members before the claims, opt-out, and objection deadlines. Moreover, it is my professional opinion that the Notice Plan is the best practicable notice under the circumstances, fulfilling all due process requirements, fully comporting with Fed. R. Civ. P. 23, and the Northern District's Procedural Guidance for Class Action Settlements. After the Notice Plan has concluded, 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.

Dated: December 31, 2024

STEVEN WEISBROT

ANGEION GROUP
Writing the Rules

INNOVATION
IT'S PART OF OUR DNA

Class Action Administration | Mass Arbitration Administration
Mass Tort Services | Regulatory Remediation

Judicial Recognition

IN RE: NOVARTIS AND PAR ANTITRUST LITIGATION

Case No. 1:18-cv-04361-AKH-SDA (S.D.N.Y.)

The Honorable Stewart D. Aaron, United States Magistrate Judge, Southern District of New York (July 26, 2024): The Court finds that the claims process administered by Angeion has integrity and has been carried out in a diligent and thorough manner…Based upon the Court's review of the record, the Court finds that ***Angeion has taken prudent and necessary steps to address the fraudulent claims submitted in this case… Angeion's fraud detection system is robust and appropriately designed to weed out fraudulent claims***.

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

Case No. 3:18-md-02843 (N.D. Cal.)

Meta agreed to pay $725 million to settle allegations that the social media company allowed third parties, including Cambridge Analytica, to access personal information. Angeion undertook an integrated in-app notification and media campaign to a class in the hundreds of millions of individuals and processed 28.6 million claims, the most claims filed in the history of class action. In fact, during the September 7, 2023 Final Approval Hearing, U.S. District Judge Chhabria acknowledged the record number of claims filed, stating, ***"I was kind of blown away by how many people made claims."***

BRAUN v. THE PHILADELPHIA INQUIRER, LLC

Case No. 2:22-cv-04185 (E.D. Pa.)

The Honorable John M. Younge (August 8, 2024): 16. The proposed form and manner of notice to members of the Settlement Class set forth in the Weisbrot Declaration…along with the proposed methods of dissemination of notice described therein, satisfy the requirements of Rule 23(e) and due process, are otherwise fair and reasonable, and therefore are approved.

GUIDA v. GAIA, INC.

Case No. 1:22-cv-02350 (D. Colo.)

The Honorable Gordon P. Gallagher (July 19, 2024): The Court has carefully considered the forms and methods of notice to the Settlement Class set forth in the Settlement ("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…The Court further finds that the Notice constitutes valid, due, and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. Accordingly, the Court finds that no notice other than that specifically identified in the Settlement is necessary in this Action.

FERNANDEZ v. CORELOGIC CREDCO, LLC

Case No. 3:20-cv-01262 (S.D. Cal.)

The Honorable Jeffrey T. Miller (June 20, 2024): The court approved notice of this class action and proposed settlement in the June 16, 2024, Preliminary Approval Order. The Agreement called for sending the Notice directly to class members through email ("email notice") and/or via U.S. Mail. ("notice packet"). In support of his Motions, Plaintiff has filed the Declaration of Lacey Rose, who is employed as a "Senior Project Manager with Angeion," and the Declaration of Steven Weisbrot, the President and Chief Executive Officer of Angeion, the Settlement Administrator retained in this matter. See generally, Doc. No. 316-5, Doc. No. 329. Both declarations detail the actions taken by the Administrator…Accordingly, ***the court determines that the Notice in the case was copious, impressive, more than adequate***, and satisfied both the requirements of Rule 23 and due process, giving the settlement class members adequate notice of the Settlement.

JONES v. VARSITY BRANDS, LLC

Case No. 2:20-cv-02892 (W.D. Tenn.)

The Honorable Sheryl H. Lipman (June 18, 2024): Indirect Purchasers have retained Angeion to serve as Settlement Administrator…***Angeion has designed a multi-layered sophisticated plan*** using a combination of Internet, email, publication, social media…The Notice Plan adequately apprises all potential class members of the terms of the Settlement Agreement, provides the opportunity to make informed decisions, and comports with due process.

SALINAS v. BLOCK, INC.

Case No. 3:22-cv-04823 (N.D. Cal.)

The Honorable Sallie Kim (June 3, 2024): The Court…(b) finds and determines that emailing the Summary Notice, reminder emails to Class Members (if available), and publication of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form on the Settlement Website, supplemented by any social media and print media advertisements deemed appropriate by the Parties (i) constitutes the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action…(iii) constitutes due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules.

ESPOSITO v. CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

Case No. MID-L-006360-23 (N.J. Super. Ct.)

The Honorable Ana C. Viscomi (April 26, 2024): 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 appropriate reminder notices; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members…(d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of N.J. Ct. R. R. 4:32-1 and 4:32-2, Due Process under the U.S. Constitution, and any other applicable law.

KUKORINIS v. WALMART, INC.

Case No. 8:22-cv-02402 (M.D. Fla.)

The Honorable Virginia M. Hernandez Covington (January 19, 2024): The Notice Plan, including the form of the notices and methods for notifying the Settlement Class of the Settlement and its terms and conditions…a. meet the requirements of the Federal Rules of Civil Procedure (including Rule 23 (c)-(e)), the United States Constitution (including the Due Process Clause), and the Rules of this Court; b. constitute the best notice to Settlement Class Members practicable under the circumstances…

LE v. ZUFFA, LLC

Case No. 2:15-cv-01045 (D. Nev.)

The Honorable Richard F. Boulware, II (November 17, 2023): The proposed Notice Plan, including the proposed forms and manner of notice, constitutes the best notice practicable under the circumstances and satisfies the requirements of due process and Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure.

IN RE: KIA HYUNDAI VEHICLE THEFT MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION

Case No. 8:22-ml-03052 (C.D. Cal.)

The Honorable James V. Selna (October 31, 2023): The Court has considered the form and content of the Class notice program and finds that the Class notice program and methodology as described in the Settlement

Agreement (a) meet the requirements of due process and Federal Rules of Civil Procedure 23(c) and (e); (b) constitute the best notice practicable under the circumstances to all persons entitled to notice; and (c) satisfies the constitutional requirements regarding notice.

AMANS v. TESLA, INC.

Case No. 3:21-cv-03577 (N.D. Cal.)

The Honorable Vince Chhabria (October 20, 2023): The Court further finds that the 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, under all circumstances, to apprise members of the Settlement Class of the pendency of this case, the terms of the Settlement Agreement, the right to object to the Settlement, and the right to exclude themselves from the Settlement Class.

IN RE: PHILLIPS RECALLED CPAP, BI-LEVEL PAP, AND MECHANICAL VENTILATOR PRODUCTS LITIGATION

Case No. 2:21-mc-01230 (MDL No. 3014) (W.D. Pa.)

The Honorable Joy Flowers Conti (October 10, 2023): The Court finds that the method of giving notice to the Settlement Class ("Notice Plan")…(a) constitute the best notice practicable under the circumstances, (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms and benefits of the proposed Settlement…(c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and any other persons entitled to receive notice, (d) meet all applicable requirements of law, including, but not limited to, 28 U.S.C. § 1715, Rule 23(c), the Due Process Clause(s) of the United States Constitution, and any other applicable laws…

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION

Case No. 2:18-mn-02873 (D.S.C.)

The Honorable Richard Mark Gergel (August 29, 2023): The Court also approves the proposed Notice Plan set forth in Exhibit C to the Settlement Agreement…The proposed Notice Plan is the best practicable notice under the circumstances of this case; is reasonably calculated under the circumstances to apprise potential Class Members of the Settlement Agreement and of their right to object to or exclude themselves from the proposed Settlement Class; is reasonable and constitutes due, adequate, and sufficient notice to all Persons entitled to receive it; and meets all applicable requirements of Federal Rule of Civil Procedure 23, the United States Constitution, and other applicable laws and rules.

LUNDY v. META PLATFORMS, INC.

Case No. 3:18-cv-06793 (N.D. Cal.)

The Honorable James Donato (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: FACEBOOK INTERNET TRACKING LITIGATION

Case No. 5:12-md-02314 (N.D. Cal.)

The Honorable Edward J. Davila (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.

MEHTA v. ROBINHOOD FINANCIAL LLC

Case No. 5:21-cv-01013 (N.D. Cal.)

The Honorable Susan van Keulen (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...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.

IN RE: TIKTOK, INC., CONSUMER PRIVACY LITIGATION

Case No. 1:20-cv-04699 (N.D. Ill.)

The Honorable John Z. Lee (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...

ADTRADER, INC. v. GOOGLE LLC

Case No. 5:17-cv-07082 (N.D. Cal.)

The Honorable Beth L. Freeman (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...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.

CITY OF LONG BEACH v. MONSANTO COMPANY

Case No. 2:16-cv-03493 (C.D. Cal.)

The Honorable Fernando M. Olguin (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 (E.D. Va.)

The Honorable John A. Gibney Jr. (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-04700 (N.D. Cal.)

The Honorable Laurel Beeler (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 (D. Minn.)

The Honorable Wilhelmina M. Wright (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 (N.D. Cal.)

The Honorable Beth Labson Freeman (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 (N.D. Cal.)

The Honorable Yvonne Gonzalez Rogers (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 (C.D. Cal.)

The Honorable Christina A. Snyder (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 (E.D.N.Y.)

The Honorable Joanna Seybert (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…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 (N.D. Ill.)

The Honorable Robert M. Dow, Jr. (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 (E.D. Pa.)

The Honorable Michael M. Baylson (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 (S.D.N.Y.)

The Honorable Cathy Seibel (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 (Cal. Super. Ct.)

The Honorable Eddie C. Sturgeon (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 (W.D.N.Y.)

The Honorable Mark W. Pedersen (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 v. DELOITTE CONSULTING LLP

Case No. 1:20-cv-03962 (S.D.N.Y.)

The Honorable Lewis J. Liman (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 (N.D. Ga.)

The Honorable Timothy C. Batten, Sr. (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 (E.D. Okla.)

The Honorable Robert J. Shelby (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.

ROBERTS v. AT&T MOBILITY, LLC

Case No. 3:15-cv-03418 (N.D. Cal.)

The Honorable Edward M. Chen (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 (N.D. Cal.)

The Honorable Jeffrey S. White (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 v. RECKITT BENCKISER LLC

Case No. 1:20-cv-23564 (S.D. Fla.)

The Honorable Jonathan Goodman (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.

IN RE: APPLE INC. DEVICE PERFORMANCE LITIGATION

Case No. 5:18-md-02827 (N.D. Cal.)

The Honorable Edward J. Davila (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: GOOGLE PLUS PROFILE LITIGATION

Case No. 5:18-cv-06164 (N.D. Cal.)

The Honorable Edward J. Davila (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.

NELSON v. IDAHO CENTRAL CREDIT UNION

Case No. CV03-20-00831, CV03-20-03221 (Idaho Jud. Dist.)

The Honorable Robert C. Naftz (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 (N.D. Cal.)

The Honorable Edward M. Chen (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 (E.D. Va.)

The Honorable Raymond A. Jackson (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 v. LG ELECTRONICS U.S.A., INC.

Case No. 2:19-cv-13554 (D.N.J.)

The Honorable Madeline Cox Arleo (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 (D.S.C.)

The Honorable David C. Norton (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 v. FACEBOOK, INC.

Case No. 3:18-cv-05982 (N.D. Cal.)

The Honorable William Alsup (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 (M.D. Fla.)

The Honorable Mary S. Scriven (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 v. COACH INC.

Case No. 1:16-cv-01122 (S.D.N.Y.)

The Honorable Valerie Caproni (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 (C.D. Cal.)

The Honorable Dolly M. Gee (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 (S.D.N.Y.)

The Honorable Edgardo Ramos (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 v. ZAAPPAAZ, INC.

Case No. 4:18-cv-00430 (S.D. Tex.)

The Honorable Nancy F. Atlas (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 v. WALMART, INC.

Case No. 5:18-cv-05225 (W.D. Ark.)

The Honorable Timothy L. Brooks (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 v. CYTOSPORT INC.

Case No. 3:15-cv-00165 (S.D. Cal.)

The Honorable M. James Lorenz (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 (N.D. Ga.)

The Honorable J.P. Boulee (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

Case No. D-202-CV-2001-00579 (N.M. Jud. Dist.)

The Honorable Carl Butkus (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 v. CHIPOTLE MEXICAN GRILL, INC.

Case No. 4:16-cv-02200 (N.D. Cal.)

The Honorable Haywood S. Gilliam, Jr. (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 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 (M.D. Fla.)

The Honorable Charlene Edwards Honeywell (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 v. CVS HEALTH

Case No. 4:15-cv-03504 (N.D. Cal.)

The Honorable Yvonne Gonzalez Rogers (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…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).

PATORA v. TARTE, INC.

Case No. 7:18-cv-11760 (S.D.N.Y.)

The Honorable Kenneth M. Karas (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…(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 v. GENERAL NUTRITION CENTERS, INC., AND GNC HOLDINGS, INC.

Case No. 2:16-cv-00633 (W.D. Pa.)

The Honorable Mark R. Hornak (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

Case No. 5:15-cv-05764 (N.D. Cal.)

The Honorable Beth L. Freeman (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 (N.D. Ill.)

The Honorable Harry D. Leinenweber (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

Case No. 1:18-cv-20048 (S.D. Fla.)

The Honorable Darrin P. Gayles (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 v. THE GAP, INC.

Case No. CGC-18-567237 (Cal. Super. Ct.)

The Honorable Richard B. Ulmer Jr. (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 v. NIBCO, INC.

Case No. 3:13-cv-07871 (D.N.J.)

The Honorable Freda L. Wolfson (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 v. UTZ QUALITY FOODS, INC.

Case No. 1:14-cv-14744 (D. Mass.)

The Honorable Douglas P. Woodlock (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 (N.D. Cal.)

The Honorable Edward M. Chen (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 v. SEARS HOLDINGS CORPORATION

Case No. 1:15-cv-04519 (N.D. Ill.)

The Honorable Manish S. Shah (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 V. KAS DIRECT, LLC, AND S.C. JOHNSON & SON, INC.

Case No. 7:16-cv-06981 (S.D.N.Y.)

The Honorable Vincent J. Briccetti (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 (E.D.N.C.)

The Honorable James C. Dever III (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 V. JOHNSON & JOHNSON CONSUMER COMPANIES, INC.

Case No. 7:13-cv-03073 (S.D.N.Y.)

The Honorable Nelson S. Roman (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 (N.D. Cal.)

The Honorable Joseph C. Spero (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.

IN RE: ASHLEY MADISON CUSTOMER DATA SECURITY BREACH LITIGATION

MDL No. 2669/Case No. 4:15-md-02669 (E.D. Mo.)

The Honorable John A. Ross (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 v. PPG INDUSTRIES INC.

Case No. 1:15-cv-00912 (N.D. Ohio)

The Honorable Dan Aaron Polster (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 (N.D. Ga.)

The Honorable Thomas W. Thrash Jr. (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 (Md. Cir. Ct.)

The Honorable Ronald B. Rubin (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.***

IN RE: LG FRONT LOADING WASHING MACHINE CLASS ACTION LITIGATION

Case No. 2:08-cv-00051 (D.N.J.)

The Honorable Madeline Cox Arleo (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…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 (W.D. Pa.)

The Honorable Mark R. Hornak (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.***

FUENTES v. UNIRUSH, LLC D/B/A UNIRUSH FINANCIAL SERVICES

Case No. 1:15-cv-08372 (S.D.N.Y.)

The Honorable J. Paul Oetken (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 (N.D. Ohio)

The Honorable Christopher A. Boyko (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 v. R.J. REYNOLDS TOBACCO CO.

Case No. 2:09-cv-08394 (C.D. Cal.)

The Honorable Christina A. Snyder (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 v. SNYDER'S-LANCE, INC.

Case No. 0:13-cv-62496 (S.D. Fla.)

The Honorable Joan A. Lenard (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.

SOTO v. THE GALLUP ORGANIZATION, INC.

Case No. 0:13-cv-61747 (S.D. Fla.)

The Honorable Marcia G. Cooke (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 (D. Or.)

The Honorable Janice M. Stewart (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.

IN RE: POOL PRODUCTS DISTRIBUTION MARKET ANTITRUST LITIGATION

MDL No. 2328/Case No. 2:12-md-02328 (E.D. La.)

The Honorable Sarah S. Vance (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.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

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

Plaintiffs,

v.

APPLE INC.,

Defendant.

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

[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; PRELIMINARILY CERTIFYING SETTLEMENT CLASS; AND APPROVING FORM AND CONTENT OF CLASS NOTICE

This matter comes before the Court on Plaintiffs' Motion for Preliminary Approval of Class Action Settlement ("Motion").

WHEREAS, Fumiko Lopez, Fumiko Lopez as Guardian of A.L., a Minor, John Troy Pappas, and David Yacubian (collectively, "Plaintiffs"), and Defendant, Apple Inc. ("Defendant" or "Apple," and with Plaintiffs, the "Parties") entered into a Settlement Agreement and Release ("Settlement Agreement") on December 31, 2024 (ECF No.__), which sets forth the terms and conditions for a proposed resolution of this litigation and for its dismissal with prejudice upon the terms and conditions set forth therein, subject to Court approval;

WHEREAS, Plaintiffs have filed a Motion for Preliminary Approval of Class Action Settlement (ECF No. ___);

WHEREAS, the Settlement before the Court is the product of extensive negotiations, including by mediation before Fouad Kurdi, Esq.;

WHEREAS, Apple denies any and all liability but does not oppose the Motion;

WHEREAS, this Court has reviewed the Settlement Agreement entered into by the Parties, all exhibits thereto, the record in this case, and Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, the Memorandum of Points and Authorities in Support Thereof, and the supporting Declarations;

WHEREAS, this Court preliminarily finds, for the purpose of settlement only, that the Settlement Class meets all the prerequisites of Federal Rule of Civil Procedure 23 for class certification, including numerosity, commonality, typicality, predominance of common issues, superiority, and that the Plaintiffs and Plaintiffs' Counsel are adequate representatives of the Settlement Class;

GOOD CAUSE APPEARING, PLAINTIFFS' MOTION IS GRANTED. IT IS HEREBY ORDERED AS FOLLOWS:

1. All terms and definitions used herein have the same meanings as set forth in the Settlement Agreement.

Preliminary Approval of Settlement and Certification of Settlement Class for Purposes of Settlement Only

2. The Settlement is hereby preliminarily approved as fair, reasonable, and adequate such that Notice thereof should be given to members of the Settlement Class.

3. Under Federal Rule of Civil Procedure 23(a) and (b)(3), the Settlement Class is preliminarily certified for the purpose of Settlement only as follows:

> All individual current or former owners or purchasers of a Siri Device, who reside in the United States and its territories, whose confidential or private communications were obtained by Apple and/or were shared with third parties as a result of an unintended Siri activation between September 17, 2014 and December 31, 2024.

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

Excluded from the Class are 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.

4. If the Settlement Agreement is not finally approved by this Court, or if such final approval is reversed or materially modified on appeal by any court, this Order (including but not limited to the conditional certification of the Settlement Class) shall be vacated, null and void, and of no force or effect, and Plaintiffs and Apple shall be entitled to make any argument for or against certification for litigation purposes.

5. Plaintiffs are appointed as class representatives of the Settlement Class. Christian Levis of Lowey Dannenberg, P.C. and Erin Green Comite of Scott + Scott Attorneys at Law LLP, together with their law firms, are hereby appointed as Class Counsel to represent the proposed Settlement Class.

Appointment of Settlement Administrator and Notice to the Settlement Class

6. The Court appoints Angeion Group ("Angeion") to serve as the Settlement Administrator. Angeion shall supervise and administer the Notice plan, establish and operate the Settlement Website, administer the claims processes, distribute Class Payments according to the processes and criteria set forth in the Settlement Agreement, and perform any other duties that are reasonably necessary and/or provided for in the Settlement Agreement. The Settlement Administrator shall act in compliance with the Stipulated Protective Order, ECF No. 95, 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 the notice plan herein for any purposes other than providing notice or conducting settlement administration in this Action; and not sharing Settlement Class member information with any third parties without advance consent from the Parties.

7. All reasonable costs of Notice and costs of administering the Settlement shall be paid from the Gross Settlement Amount as contemplated by the Settlement Agreement. No later than thirty (30) days after entry of this Order, Apple shall transfer an amount sufficient to cover the Settlement Administrator's estimated cost for notice and administration to the Settlement Administrator.

8. The Court approves the Email Notice, Postcard Notice, and Full Class Notice, attached as Exhibits A-C of the Settlement Agreement, and the Claim Form filed as ECF No. _____, and finds that their dissemination in the manner set forth in the Settlement Agreement and in the Declaration of Steven Weisbrot substantially 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 Lawsuit, the effect of the proposed Settlement (including the releases contained therein), the anticipated motion for Attorneys' Fees and Expenses Payment, and Service Awards, and their rights to participate in, request exclusion from, or object to any aspect of the

proposed Settlement. Non-material modifications to the notices 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.

9. By no later than thirty (30) days after entry of this Order, Apple shall, for the purpose of facilitating the proposed Notice plan, provide to the Settlement Administrator the names and contact information for all members of the Settlement Class for whom it has records.

10. By no later than forty-five (45) days from the date specified in paragraph 9 above (the "Notice Date"), the Settlement Administrator shall commence the transmission/publication of the Email Notice and Publication Notice. The Settlement Administrator shall also publish the Settlement Website pursuant to the terms of the Settlement Agreement and the Weisbrot Declaration. The Settlement Website shall contain case-related documents including, but not limited to, the operative complaint and answer to that complaint, the Settlement Agreement, the Preliminary Approval Order, Full Class Notice, Plaintiffs' forthcoming motions for final approval of the Settlement and for Attorneys' Fees and Expenses Payment, and Service Awards, a set of frequently asked questions and answers, information on how to submit an objection or request exclusion from the Settlement, and contact information for the Settlement Administrator and Class Counsel.

11. By no later than thirty-five (35) days before the Final Approval Hearing, the Settlement Administrator shall submit to the Court its declaration concerning the implementation of the Notice plan and report of any requests for exclusion.

Claim Submission

12. Settlement Class Members who wish to make a claim must do so by submitting a Claim Form online or by mail on or before the end of the Claim Period by one hundred thirty-five (135) days after entry of this Order ("Claims Filing Deadline"), in accordance with the instructions contained in the Full Class Notice. The Settlement Administrator shall determine the eligibility of claims submitted and allocate the Net Settlement Amount in accordance with the Settlement Agreement. The Settlement Administrator's determinations on the validity and eligibility of Claims shall be final and non-appealable by Settlement Class Members.

13. Settlement Class Members may submit claims for up to five Siri Devices on which they claim to have experienced an unintended Siri activation during a conversation intended to be confidential or private. Settlement Class Members who submit valid claims shall receive a *pro rata* portion of the Net Settlement Amount for a Class Payment up to a cap of $20 per Siri Device. The amount available to Settlement Class Members will increase or decrease pro rata depending on the total number of valid claims submitted, and Siri Devices claimed. Depending on the total number of valid claims, this Plan of Allocation is subject to modification by agreement of the Parties without further notice to members of the members of the Settlement Class Members, provided any such modification is approved by the Court.

Objections

14. 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 Agreement, proposed plan of allocation, Attorneys' Fees and Expense Payment, or Service Awards must submit a timely written objection to the Court that:

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

b. Clearly identifies the case name and number: *Lopez et al. v. Apple Inc.*, Case No. 4:19-cv-04577 (N.D. Cal.);

c. Includes information sufficient to verify that the objector is a Settlement Class Member (which may include a Claimant Identification Code and/or Confirmation Code provided by the Settlement Administrator;

d. Includes a detailed statement of the grounds and evidence upon which the Objection is based;

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

f. Includes a list of all cases in which the Objector or his or her counsel has filed an objection within the past five years; and

g. Is personally signed and dated by the objector.

15. Objections must be submitted at least sixty (60) days after the Notice Date

("Objection and Exclusion Deadline"). If submitted through ECF, objections must be submitted no later than 11:59 p.m. Pacific Time on the Objection and Exclusion Deadline. If submitted by U.S. Mail, objections must be postmarked by the Objection and Exclusion Deadline and mailed or delivered to the Clerk of Court, United States District Court for the Northern District of California, 450 Golden Gate Avenue, Box 36060, San Francisco, CA 94102. 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.

16. 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 the hearing.

17. 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. 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.

18. 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.

Requests for Exclusion

19. Any putative member of the Settlement Class who seeks to be excluded from the Settlement Class must submit a written request for exclusion to the Settlement Administrator by

U.S. Mail, postmarked no later than the Objection and Exclusion Deadline as described in the Full Class Notice and the Settlement Website.

20. Settlement Class Members who wish to request exclusion from the Settlement Class must include the Settlement Class Member's name, address, telephone number, and information sufficient to verify that the individual is a member of the Settlement Class (which may include a Claimant Identification Code and/or Confirmation Code); include case name and number: *Lopez et al. v. Apple Inc.*, Case No. 4:19-cv-04577 (N.D. Cal.); personally sign and date the Request; and make 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.

21. Any member of the Settlement Class who does not submit a valid and timely request for exclusion shall be bound by the final judgment dismissing the Lawsuit on the merits with prejudice.

22. Any person 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. If a Settlement Class Member submits both a Claim Form and a timely exclusion request, the exclusion shall take precedence and be considered valid and binding unless it is withdrawn.

Final Approval Hearing

23. The Final Approval Hearing shall be held by the Court on _____, 2025 [a date convenient for the Court no sooner than forty-five (45) days after the Objection and Exclusion Deadline], beginning at __:___ __.m., to determine whether the requirements for final certification of the Settlement Class have been met; whether the proposed settlement of the Lawsuit on the terms set forth in the Settlement should be approved as fair, reasonable, and adequate, and in the best interest of the Settlement Class Members; whether Class Counsel's motion for Attorneys' Fees and Expenses Payment and Service Awards should be approved; and whether final judgment approving the Settlement and dismissing the Lawsuit on the merits with

prejudice should be entered. The Final Approval Hearing may, without further notice to the Settlement Class Members, be continued or adjourned by order of the Court.

24. At least 35 days before the Final Approval Hearing, Class Counsel shall file papers in support of the motion for final approval of the Settlement.

25. At least 35 days before the Objection and Exclusion Deadline, Class Counsel shall file all papers in support of their forthcoming motion for attorneys' fees, reimbursement of litigation expenses, and Service Awards.

26. At least seven (7) days before the Final Approval Hearing, Class Representatives, Class Counsel, and/or Apple may file a response to any timely written objections received, and the Parties shall file any additional papers in support of the Motion for the Final Approval Order and Final Judgment.

27. Plaintiffs' Counsel and Apple Counsel are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement, which are not materially inconsistent with either this Order or the Settlement Agreement.

Termination of the Settlement and Use of this Order

28. 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.

29. The schedule of events referenced above should occur as follows:

Event	**Timing**	**Date**
Apple to provide Settlement Class Member List ("Data Transfer Date")	No later than thirty (30) days after entry of this Preliminary Approval Order	
Notice to the Class commences ("Notice Date")	No later than forty-five (45) days after Data Transfer Date	
Deadline to File Class Counsel's Motion for Attorneys' Fees and Expenses and Plaintiff's Request for Service Awards	No later than thirty-five (35) days before Objection and Exclusion Deadline.	
Deadline to file Motion for Final Approval of the Settlement	No later than thirty-five (35) days before Final Approval Hearing.	
Claims Filing Deadline	One hundred thirty-five (135) days after entry of the Preliminary Approval Order.	
Objection and Exclusion Deadline	At least sixty (60) days after the Notice Date, and same date as Claim Filing Deadline	

Event	Timing	Date
Deadline to File Opt-Out List and Settlement Administrator Declaration concerning Notice and Opt-Outs	No later than thirty-five (35) days before Final Approval Hearing	
Deadline to File Oppositions to Objections/Reply Memorandum in Support of Motions	No later than seven (7) days prior to the Final Approval Hearing.	
Final Approval Hearing	At least forty-five (45) days after the Objection and Exclusion Deadline.	

IT IS SO ORDERED.

Dated: _____ 2025

/s/_____
JEFFREY S. WHITE
Hon. United States District Judge