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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF LOS ANGELES**

12 WALTER PETERS, individually, and on behalf
of all others similarly situated,

13 Plaintiffs,

14 v.

15 APPLE INC., a California corporation; and
16 DOES 1 to 100, inclusive,

17 Defendants

Case No. 19STCV21787

CLASS ACTION

[Assigned for all purposes to Hon. Elihu M. Berle, Dept. 6]

**PLAINTIFFS' MOTION FOR
ATTORNEYS' FEES, COSTS, AND
CLASS REPRESENTATIVE SERVICE
PAYMENTS' MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

Date: April 2, 2024
Time: 9:00 a.m.
Dept.: 6

Initial Complaint filed: June 21, 2019
Proposed Fourth Amended
Complaint filed: June 30, 2023
Trial date: Not set

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1 **NOTICE OF MOTION AND MOTION**

2 TO THE COURT AND ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

3 PLEASE TAKE NOTICE that, on April 2, 2024, at 9:00 a.m., in Department 6 of the Los
4 Angeles Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los
5 Angeles, California 90012, pursuant to Cal. Code Civ. Proc. § 382 and Cal. Rules of Court, rule
6 3.769, et seq., Plaintiffs Diana Ismailyan and Jeff Torres, individually and on behalf of the Class,
7 will and hereby do move the Court for an Order:

- 8 1. Awarding \$8,333,333.33 in attorneys’ fees to Class Counsel as fair and reasonable;
9 2. Awarding \$1,429,659.29 in costs to Class Counsel as reasonably incurred; and
10 3. Awarding \$15,000.00 as a service award to each Class Representative.

11 This Motion is made on the following grounds: (1) Plaintiffs’ requested attorneys’ fees are
12 fair and reasonable in light of the efforts of Class Counsel in obtaining the Settlement; (2) the
13 requested attorneys’ fees comport with applicable law; (3) the expenses for which reimbursement
14 is sought were reasonably and necessarily incurred in connection with the prosecution and
15 resolution of this action; and (4) a reasonable payment to Plaintiffs as the Class Representatives
16 for their efforts on behalf of the Class is warranted and appropriate.

17 This Motion is based on this Notice of Motion and Motion for Attorneys’ Fees, Costs, and
18 Service Awards, the attached Memorandum of Points and Authorities, the Motion for Final
19 Approval and supporting memorandum filed concurrently herewith, the Declarations of Justin F.
20 Marquez and Thiago M. Coelho, the pleadings and papers on file in this action, and any other
21 further evidence or argument that the Court may properly receive at or before the hearing.

22 Respectfully submitted,

23 Dated: February 6, 2024

WILSHIRE LAW FIRM, PLC

24
25 By: */s/ Justin F. Marquez*

26 Justin F. Marquez
27 Thiago M. Coelho
28 Jennifer M. Leinbach
Jesenia A. Martinez
Jesse S. Chen
Attorneys for Plaintiffs

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Wilshire Law Firm (“Class Counsel”) respectfully applies for an award of attorneys’ fees and
4 costs to compensate them for their extensive work in achieving a \$25 million common fund
5 settlement of the consumer class action on behalf of Plaintiffs Diana Ismailyan and Jeff Torres
6 (collectively, “Plaintiffs”) and the putative class with Defendant Apple, Inc. (“Apple”, and together
7 with Plaintiffs, the “Parties”). The settlement brings substantial relief to approximately 10,619,145
8 Class Members, but did not come without extensive effort, skill, delay, and risk. At the same time,
9 the fees Plaintiffs seek on behalf of themselves and the putative class—one third of the common
10 fund—would result in a negative multiplier of less than 0.8 of their lodestar. The out-of-pocket costs
11 are also documented and reasonably incurred in litigating this case. Both the fees and costs sought
12 are reasonable and warranted under the facts of the case and applicable law.

13 The case presented many challenges and uncertainties, including Apple’s vigorous and
14 skilled defense, as well as potential factual disputes as to Apple’s App Store advertisements and
15 Family Sharing flow that could amount to significant hurdles to the certification of a consumer class.

16 For the reasons discussed below, Class Counsel’s request for attorneys’ fees and costs is
17 appropriate under both the percentage of the fund and lodestar-multiplier approaches. Accordingly,
18 Plaintiffs respectfully request that the Court grant the motion.

19 **II. SUMMARY OF THE LITIGATION AND SETTLEMENT**

20 **A. Procedural History**

21 The procedural history in this matter is set forth in detail in Plaintiffs’ motion for final
22 approval. For the sake of brevity, the Court is referred to the concurrently filed final approval
23 brief and Coelho Declaration. (Final Approval Mot., §II at pp. 2-4; Declaration of Thiago M.
24 Coelho [“Coelho Decl.”], ¶¶ 2-6.)

25 **B. Discovery, Investigation, and Class Certification**

26 Class Counsel invested significant time and resources into pursuing this case on behalf of
27 the Class. (*Id.* at ¶ 7.) For starters, Class Counsel spent considerable time researching and
28 investigating the claims alleged in the class action complaints, which successfully survived

1 Apple’s demurrers. (*Id.* at ¶ 8.) The demurrer briefings were hard-fought motion practice that was
2 ultimately resolved favorably on the Class’s behalf. (*Id.*)

3 Class Counsel also diligently and relentlessly pursued discovery, including propounding
4 extensive written discovery and serving deposition notices on Apple. (*Id.* at ¶ 9.) Apple objected
5 to many of Plaintiffs’ important discovery requests requiring Class Counsel to extensively meet
6 and confer with Apple’s counsel, as well as repeatedly appear before the Court in informal
7 discovery conferences. (*Id.*) Indeed, Class Counsel was unable to obtain the necessary information
8 for *Belaire* notice until the matter was resolved at an informal discovery conference. (*Id.*)

9 Once Plaintiffs received discovery from Apple, Class Counsel reviewed hundreds of
10 thousands of documents relating to the Family Sharing feature. (*Id.* at ¶ 10.) Further, Class Counsel
11 took nine (9) Apple employee depositions, including its persons most qualified. (*Id.* at ¶ 11.) In
12 addition to seeking discovery from Apple, Class Counsel also guided Plaintiffs in responding to
13 Apple’s extensive discovery requests, including gathering voluminous old bank records, sitting for
14 deposition, and providing comprehensive information on their large family sharing groups and
15 iPhone and App Store purchase history. (*Id.* at ¶ 12.)

16 Not only did Class Counsel zealously fight for the necessary discovery to prove class
17 certification, Class Counsel also retained the services of ten (10) experts who provided their
18 opinions and reports in support of class certification. (*Id.* at ¶ 13.) Plaintiffs’ class certification
19 brief was thirty (30) pages and was supported by nearly 100 exhibits as well as a substantiated trial
20 plan. (*Id.* at ¶ 14.)

21 Apple vigorously defended against Plaintiffs’ class certification briefing. (*Id.* at ¶ 15.)
22 Class Counsel spent significant time preparing and defending nine (9) of Plaintiffs’ retained expert
23 witnesses for Apple’s lengthy and well-researched deposition sessions. (*Id.* at ¶ 16.) Additionally,
24 Apple’s class certification opposition brief and supporting evidence, which included four (4)
25 rebuttal experts in addition to multiple lay witnesses and information about Family Sharing
26 advertisements obtained from a program called “Purple Restore” (that had not been disclosed in
27 Apple’s witnesses’ deposition testimony), was well-written and presented difficult, but
28 surmountable, challenges for Plaintiffs on reply. (*Id.* at ¶ 17.)

1 Class Counsel spent extensive time researching and preparing for the depositions of
2 Apple’s four (4) expert witnesses, which all resulted in full day, arduously defended, examinations.
3 (*Id.* at ¶18.) Further, Class Counsel invested thousands of hours into researching and drafting
4 Plaintiffs’ class certification reply and objections to Apple’s lay witnesses’ testimony. (*Id.* at ¶ 19.)
5 In addition, Class Counsel guided Plaintiffs’ numerous experts in preparing rebuttal reports to
6 Apple’s experts’ critiques. (*Id.*) The Parties further engaged in an expert evidentiary battle with
7 an exchange of dueling *Sargon* motions, oppositions and replies. (*Id.* at ¶ 20.) Class Counsel
8 invested extensive time and resources into researching and drafting Plaintiffs’ evidentiary and legal
9 basis to exclude Apple’s four (4) experts as well as defending Plaintiffs’ ten (10) experts. (*Id.*)

10 C. Settlement Negotiations

11 The Parties agreed to mediate with Hon. Edward A. Infante (Ret.) prior to the scheduled
12 March 23, 2023 class certification hearing. (*Id.* at ¶ 21.) The mediation was conducted on
13 January 25, 2023 in person and lasted a full day. (*Id.*) No resolution was reached, but the Parties
14 made progress towards a resolution. (*Id.*) Thereafter, Judge Infante facilitated several calls with
15 the Parties individually and presided over conference calls that ultimately led to a settlement in
16 principle on March 9, 2023. (*Id.*) All settlement discussions were conducted at arm’s length,
17 with each side aware of the strengths and weaknesses of Plaintiffs’ claims and Apple’s defenses.
18 (*Id.*) The Parties were willing to explore a potential settlement but were also prepared to litigate
19 their positions through trial and appeal if a settlement could not be reached. (*Id.*)

20 Class Counsel conducted a thorough investigation into the facts of this case. (*Id.* at ¶ 22.)
21 Plaintiffs and Class Counsel, on behalf of the Settlement Class, took into account the contested
22 issues involved, the expense and time necessary to prosecute the Action through trial, the risk
23 and costs associated with further prosecution of the Action, the uncertainties of complex
24 litigation, the desired outcome from continued litigation, and the substantial benefits to be
25 received pursuant to the settlement. (*Id.*) They have concluded, based upon the foregoing, that
26 the Settlement is fair, reasonable, and adequate and is the best interest of the Settlement Class
27 Members in light of all known facts and circumstances, the risk of significant delay, the defenses
28 that could be asserted by Apple both to certification and on the merits, trial risk, and appellate

1 risk. (*Id.*)

2 With the above considerations, Plaintiffs and Class Counsel believe that the Settlement
3 confers substantial benefits upon Settlement Class Members, and that it is an excellent result.
4 Indeed, because of the proposed Settlement, the Class will receive timely, guaranteed relief and
5 will avoid the risk of an unfavorable judgment. (*Id.* at ¶ 23.)

6 **D. Preliminary Approval and Overwhelming Support for the Settlement**

7 The Court granted Plaintiffs’ Motion for Preliminary Approval of the Settlement on
8 October 30, 2023. (*Id.* at ¶ 25.) The deadline for Class Members to opt out or object to the
9 Settlement is March 1, 2024. (*Id.*) The reaction of the Class to the Settlement has been
10 overwhelmingly positive. Indeed, as of the filing of this Motion, only two (2) Class Members
11 have objected to the settlement, and only twenty-two (22) class members have filed exclusions
12 to the settlement. (*Id.*)

13 **III. ARGUMENT**

14 Because this is a \$25 million common fund settlement, the full amount of settlement
15 proceeds theoretically available to the class is the basis for evaluating the reasonableness of class
16 counsel’s fee award. (*Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 480-481; *Williams v. MGM-*
17 *Pathe Communications Co.* (9th Cir. 1997) 129 F.3d 1026, 1027.) The settlement value “includes
18 the size of the cash distribution, the *cy pres* method of distribution, and the injunctive relief”
19 (*In re Netflix Priv. Litig.* (N.D. Cal. Mar. 18, 2013) No. 5:11-cv-00379-EJD, 2013 WL 1120801,
20 *7.) In *Williams*, the Ninth Circuit Court of Appeals held a trial court abused its discretion by
21 calculating class counsel’s attorney’s fees based on the amount class membered claimed rather
22 than the percentage of the fund. The Ninth Circuit reached this holding by relying on U.S. Supreme
23 Court precedent:

24 The class attorneys contend that the district court should have calculated their fee
25 as one-third of the entire \$4.5 million settlement fund, for a fee of about \$1.5
26 million, rather than calculating it as one-third of the class members’ claims
27 against that fund, for a fee of only \$3,300. We conclude that the district court
28 abused its discretion by basing the fee on the class members’ claims against the
fund rather than on a percentage of the entire fund or on the lodestar. We thus
reverse and remand.

1 In *Boeing Co. v. Van Gemert*, 444 U.S. 472, 480–81, 100 S.Ct. 745, 750–51, 62
2 L.Ed.2d 676 (1980), the Court concluded that the attorneys for a successful class
3 may recover a fee based on the entire common fund created for the class, even if
4 some class members make no claims against the fund so that money remains in it
5 that otherwise would be returned to the defendants.

6 (*Williams*, 129 F.3d at p. 1027.) The rationale is to prevent unjust enrichment: a class member’s
7 “right to share the harvest of the lawsuit upon proof of their identity, whether or not they exercise
8 it, is a benefit in the fund created by the efforts of the class representatives and their counsel.”
9 (*Boeing Co.*, 444 U.S. 472 at p. 480.)

10 Notably, the California Court of Appeal adopted the holdings in *Boeing Co.* and *Williams*
11 in *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 51. The Court of Appeal relied
12 on this precedent in holding that “in a traditional common fund case” class counsel’s attorney’s
13 fees “may be calculated on the basis of the total fund made available rather than the actual
14 payments made to the class.” (*Id.*)

15 Here, Class Counsel seek attorney’s fees in the amount of \$8,333,333.33, which is 33 1/3%
16 of the \$25 million common fund, and \$1,429,659.29 in costs. These amounts are reasonable and
17 should be fully awarded.

18 **A. Plaintiffs Are Entitled to Attorneys’ Fees Under California Law**

19 Under California law, the court is empowered to award reasonable attorneys’ fees and
20 costs when a litigant proceeding in a representative capacity has achieved a “substantial benefit”
21 for a class of persons. (*Serrano v. Priest* (1977) 20 Cal.3d 25, 38 (“*Serrano III*”).) There are
22 two methods of calculating attorneys’ fees in civil class actions: (1) the lodestar/multiplier
23 method, and (2) the percentage of recovery method. (*Wershba v. Apple Computer, Inc.* (2001)
24 91 Cal.App.4th 224, 254; *see also Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 21043,
25 1047 [citing *In re Wash. Pub. Power Supply Sys. Litig.* (9th Cir.1994) 19 F.3d 1291, 1295–96].)

26 Class Counsel’s fee request is justified under either method. Class Counsel obtained an
27 excellent result for the Class after thorough investigation, litigation, mediation, and finally,
28 negotiation of a settlement. Class Counsel has also expended a substantial amount of work in
the case. The positive reaction of the Class further demonstrates that Class Counsel’s fee request
is reasonable in light of the results achieved.

1 **B. Counsel Request an Award of Fees Based on the “Common Fund” Method**

2 California courts have long awarded attorneys’ fees as a percentage of the benefit created
3 by counsel in pursuing claims on behalf of a class. The California Supreme Court held that
4 “when a number of persons are entitled in common to a specific fund, and an action brought by
5 a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund,
6 such plaintiff or plaintiffs may be awarded attorneys’ fees out of the fund.” (*Serrano III*, 20
7 Cal.3d at p. 34.)

8 The purpose of the common fund doctrine/percentage approach is to “spread litigation
9 costs proportionally among all the beneficiaries so that the active beneficiary does not bear the
10 entire burden alone.” (*Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769.) In
11 *Quinn v. State of California* (1995) 15 Cal.3d 162, 167, the California Supreme Court stated:
12 “[O]ne who expends attorneys’ fees in winning a suit which creates a fund from which others
13 derive benefits may require those passive beneficiaries to bear a fair share of the litigation
14 costs.” Similarly, in *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, 110, the
15 California Supreme Court recognized that the common fund doctrine has been applied
16 “consistently in California when an action brought by one party creates a fund in which other
17 persons are entitled to share.”

18 The California Supreme Court recently affirmed in *Laffitte v. Robert Half Int’l Inc.*
19 (2016) 1 Cal.5th 480 that, “when class action litigation establishes a monetary fund for the
20 benefit of the class members, and the trial court in its equitable powers awards class counsel a
21 fee out of that fund, the court may determine the amount of a reasonable fee by choosing an
22 appropriate percentage of the fund created.” (*Id.* at p. 503.) The court explained: “The
23 recognized advantages of the percentage method—including relative ease of calculation,
24 alignment of incentives between counsel and the class, a better approximation of market
25 conditions in a contingency case, and the encouragement it provides counsel to seek an early
26 settlement and avoid unnecessarily prolonging the litigation—convince us the percentage
27 method is a valuable tool that should not be denied our trial courts.” (*Id.* [internal citations
28 omitted].)

1 Numerous other courts have recognized the advantages of awarding fees as a percentage
2 of the common fund over the alternative lodestar approach, which usually involves wading
3 through voluminous and often indecipherable time records. (*See, e.g., In re Activision Securities*
4 *Litigation* (N.D. Cal. 1989) 723 F.Supp. 1373, 1375; *see also Lealao, supra*, 82 Cal. App 4th at
5 p. 28 [discussing findings of task force commissioned by the Third Circuit, which concluded
6 that the percentage method is superior].) The Ninth Circuit routinely uses the percentage of the
7 common fund approach to determine the award of attorney’s fees. (*See, e.g., In re Pacific*
8 *Enterprises Securities City and County of San Francisco Litigation* (9th Cir. 1994) 47 F.3d 373,
9 378-79 [approving attorney’s fee of 33 1/3%.])

10 Class Counsel seeks an award of \$8,333,333.33 in attorneys’ fees, equivalent to 33 1/3%
11 of the \$25 million non-reversionary settlement, on the “percentage of recovery/ common fund”
12 theory. That figure is reasonable because it falls within the range that California courts usually
13 award in class actions, and this settlement provided substantial benefits to class members and
14 advanced the public interest.

15 **1. The Standard Fee Award in Class Actions Has Resolved Itself as One-**
16 **Third of the Recovery in Common Fund Cases**

17 A 33 1/3% fee award is consistent with the average fee award in similar class actions.
18 Indeed, the custom and practice in class actions is to award approximately one-third of a fund
19 as a fee award. (*See Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, n.11 [“Empirical
20 studies show that, regardless whether the percentage method or the lodestar method is used, fee
21 awards in class actions average around one-third of the recovery.”]; *see also In re Pacific*
22 *Enterprise Securities Litigation* (9th Cir. 1995) 47 F.3d 373, 377-79 [affirming 33.3% fee
23 award]; *Barbosa v. Cargill Meat Solutions Corp.* (E.D. Cal. 2013) 297 F.R.D. 431, 449
24 [approving 33.3% fee award and explaining that “where recovery is uncertain, an award of one-
25 third of the common fund” is appropriate]; *In re Relafen Antitrust Litig.* (D. Mass. 2005) 231
26 F.R.D. 52, 82 [approving 33.3% fee out of \$175 million fund]; *In re Combustion, Inc.* (W.D.
27 La. 1997) 968 F.Supp. 1116 [approving 36% fee award from \$127 million common fund].) A
28 fee award representing one-third of the fund falls within the range of other comprehensive

1 surveys of class action settlements and fee awards. (*See Fitzpatrick, An Empirical Study of Class*
2 *Action Settlements and Their Fee Award* (2010) 7 J. Empirical Leg. Stud. 811, 833 [analyzing
3 444 cases between 2006-2007 and concluding that “[m]ost fee awards were between 25 percent
4 and 35 percent, with almost no awards more than 35 percent.”]; Eisenberg & Miller, *Attorney*
5 *Fees in Class Action Settlements: An Empirical Study: 1993-2008* (2010) 7 J. of Empirical Leg.
6 Stud. 248, 262, fn.16 [finding a similar range of fee awards].) Thus, Class Counsel’s fee request
7 is in line with the prevailing guidelines established in California case law and academic
8 literature and is consistent with awards in California.

9 **2. California Law Provides Fees for Successfully Prosecuting Consumer**
10 **Class Actions.**

11 Class Counsel is entitled to a fee award under California’s private attorney general
12 statute, California Code of Civil Procedure § 1021.5. “The award of attorney’s fees is proper
13 under Section 1021.5 if ‘(1) plaintiff’s action has resulted in the enforcement of an important
14 right affecting the public interest,’ (2) ‘a significant benefit, whether pecuniary or nonpecuniary,
15 has been conferred on the general public or a large class of persons’ and (3) ‘the necessity and
16 financial burden of private enforcement are such as to make the award appropriate.’” (*Press v.*
17 *Lucky Stores* (1983) 34 Cal.3d 311, 317-318.) The fundamental objective of the statute is “to
18 encourage suits enforcing public policies by providing substantial attorneys’ fees to successful
19 litigants in such cases.” (*Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 565.)

20 “Similar to California’s fee-shifting statute, the private attorney general statute makes a
21 plaintiff a ‘successful party’ if it achieves its litigation objectives.” (*Parkinson v. Hyundai*
22 *Motor Am.* (C.D. Cal. 2010) 796 F. Supp. 2d 1160, 1169-70.) The statute applies when a plaintiff
23 acts “as a true private attorney general, prosecuting a lawsuit that enforces an important public
24 right and confers a significant benefit, despite the fact that his or her own financial stake in the
25 outcome would not by itself constitute an adequate incentive to litigate.” (*Flannery v. Cal.*
26 *Highway Patrol* (1998) 61 Cal.App.4th 629, 635.) This action resulted in the enforcement of an
27 important right affecting the public interest, as Plaintiffs sought to enforce Class Members’
28 consumer rights arising from Defendant’s alleged misrepresentations regarding the Apple

1 Family Sharing service. This action also conferred a significant benefit on a large class of
2 persons. Notice was sent to approximately 10,456,875 Class Members. (Declaration of Jay
3 Geraci, ¶¶ 14, 19.) The Settlement provides a significant monetary benefit, in that it permits all
4 persons who were affected by Defendant’s misrepresentation regarding the Family Sharing
5 service to gain compensation. Because, to date, only two (2) class member have objected to the
6 settlement and only twenty-two (22) class members have excluded themselves from the
7 Settlement (*id.* at 22-24), the reaction here has been overwhelmingly positive.

8 Finally, the necessity and financial burden of private enforcement renders an award
9 appropriate. Without the incentive of an attorneys’ fee award, Plaintiffs could not have afforded
10 to hire counsel to pursue this case, as the cost of litigating this matter far outweighed Plaintiffs’
11 potential recovery. (*See Ryan v. California Interscholastic Federation* (2001) 94 Cal.App.4th
12 1033, 1044 [“As to the necessity and financial burden of private enforcement, an award is
13 appropriate where the cost of the legal victory transcends the claimants’ personal interest; in
14 other words, where the burden of pursuing the litigation is out of proportion to the plaintiff’s
15 individual stake in the matter.”].)

16 **C. The Lodestar Method Also Supports Class Counsel’s Fee Request**

17 Class Counsel’s fee application is also reasonable based on the lodestar method. The
18 lodestar figure is calculated by multiplying the hours spent on the case by the reasonable hourly
19 rates for the region and attorney experience. (*In re Bluetooth Headset Prods. Liab. Litig.* (9th
20 Cir. 2011) 654 F.3d 935, 941-42.) A reasonable hourly rate is the prevailing rate charged by
21 attorneys of similar skill and experience in the relevant community. (*Chalmers v. City of Los*
22 *Angeles* (9th Cir. 1986) 796 F.2d 1205, 1210.) The moving party meets its burden in this regard
23 by submitting “declarations evidencing the reasonable hourly rate for their services and
24 establishing the number of hours spent working on the case” as “California case law permits fee
25 awards in the absence of detailed time sheets.” (*Wershba*, 91 Cal.App.4th at 254-55; *Dunk v.*
26 *Ford Motor* (1996) 48 Cal.App.4th 1794, 1810; *Nightengale v. Hyundai Motors America* (1994)
27 31 Cal.App.4th 99, 103.) The hours spent and the reasonable hourly compensation are computed
28 to arrive at a “lodestar” figure which may then be augmented or diminished by the court taking

1 into account various “multiplier” factors. (*See Ramos v. Countrywide Home Loans, Inc.* (2000)
2 82 Cal.App.4th 615, 622 (citing *Serrano*, 20 Cal.3d at 48-49).)

3 Multiplying the total hours billed by Class Counsel to the litigation by their reasonable
4 hourly rates yields a lodestar of more than \$10 million, which is more than the \$8,333,333.33
5 in attorney’s fees Class Counsel are requesting. This disparity is important to note because when
6 plaintiffs seek an amount in fees that is less than what they actually billed, the requested fee
7 amount is generally considered reasonable. (*Chun-Hoon v. McKee Foods Corp.* (N.D. Cal.
8 2010) 716 F. Supp. 2d 848, 854 [finding that, if the court is asked to apply a negative multiplier,
9 it “suggests the negotiated fee award is a reasonable and fair valuation of the services rendered
10 to the class by Plaintiff’s Counsel.”].)

11 1. Class Counsel’s Hours Are Reasonable

12 The lodestar method requires the Court to determine a “touchstone” or lodestar figure
13 based on a compilation of time spent and reasonable hourly compensation for each attorney.
14 (*Graham* 34 Cal.4th at 579.) Hours are reasonable if they were “reasonably expended in pursuit
15 of the ultimate result achieved in the same manner that an attorney traditionally is compensated
16 by a fee-paying client.” (*Hensley v. Eckerhart* (1983) 461 U.S. 424, 431.) The Court “should
17 defer to the winning lawyer’s professional judgment as to how much time he was required to
18 spend on the case.” (*Moreno v. City of Sacramento* (9th Cir. 2008) 534 F.3d 1106, 1112.)

19 Here, Class Counsel expended a significant amount of time litigating the case to achieve
20 a result that benefits the Class. Class Counsel has submitted detailed time records kept
21 contemporaneously. To date, Class Counsel has collectively spent over 10,000 hours litigating
22 this case. (Coelho Decl., ¶ 43.) As Class Counsel’s declarations make clear, the time reported
23 was devoted to necessary and worthwhile tasks. Class Counsel will also spend additional time
24 monitoring administration of the settlement after final approval. (*Id.* at ¶45.)

25 2. Class Counsel’s Hourly Rates Are Reasonable

26 The established standard when determining a reasonable hourly rate is the “rate
27 prevailing in the community for similar work performed by attorneys of comparable skill,
28 experience, and reputation.” (*Camacho v. Bridgeport Fin., Inc.* (9th Cir. 2008) 523 F.3d 973,

1 979 (quoting *Barjon v. Dalton* (9th Cir. 1997) 132 F.3d 496, 502).) This rule applies even when,
2 as here, the attorneys representing the named Plaintiffs performed the work on a contingent fee
3 basis. (See, e.g., *Robertson v. Fleetwood Travel Trailers* (2006) 144 Cal.App.4th 785, 818;
4 *Blanchard v. Bergeron* (1989) 489 U.S. 87, 96.)

5 Class Counsel provides declarations to support their lodestar hourly rates. These hourly
6 rates are reasonable in light of their significant experience, expertise, and skill. Rates are
7 reasonable if they are “within the range of reasonable rates charged by and judicially awarded
8 comparable attorneys for comparable work.” (*Children’s Hosp. and Med. Ctr. v. Bonta* (2002)
9 97 Cal.App.4th 740, 783.) The trial court may “find hourly rates reasonable based on evidence
10 of other courts approving similar rates.” (*Parkinson v. Hyundai Motor America* (C.D. Cal.
11 2010) 796 F.Supp.2d 1160, 1172.) Mr. Marquez’s and Mr. Coelho’s hourly rates were recently
12 approved in *Suarez v. Bank of America, N.A.* (N.D. Cal. Jan. 11, 2024), No. 18-cv-01202-LB,
13 2024 WL150721. There, the court held that “[a]s for the lodestar cross-check, the billing rates
14 are normal and customary for timekeepers with similar qualifications and experience in the
15 relevant market.” (*Id.* at p. *3.)

16 Class Counsel are experienced litigators who specialize in consumer law, with a
17 substantial consumer class action practice. (Coelho Decl., ¶¶ 30-41; Declaration of Justin F.
18 Marquez, ¶¶ 13-19.) For example, Class Counsel Justin F. Marquez and Thiago M. Coelho were
19 part of the team of attorneys that prevailed in *Moore v. Centrelake Medical Group, Inc.* (2022)
20 83 Cal.App.5th 515, the first California appellate decision in a data breach class action holding
21 that consumer plaintiffs adequately alleged injury in fact under the benefit of the bargain theory
22 and monitoring-costs theory. (Coelho Decl., ¶ 32.) Mr. Coelho was also lead counsel in *Mier*
23 *v. CVS Health* (9th Cir. July 8, 2023) No. 22-55665, 2023 WL 4837851, a consumer class action
24 involving false advertising claims where the Ninth Circuit reversed the denial of class
25 certification. Given the skill and experience of Class Counsel in this case, and the result
26 achieved for the Class, Class Counsel’s hourly rates are reasonable.

27 The number of hours that Class Counsel devoted to this case is plainly reasonable in this
28 hotly disputed case. (See, e.g., *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1133 [fee award

1 should be “fully compensatory” and “absent circumstances rendering the award unjust, an
2 attorney fee award should ordinarily include compensation for *all* the hours reasonably *spent*.”]
3 [emphasis in original]; *Serrano III*, 20 Cal. 3d at 49 (counsel are entitled to compensation for
4 all hours reasonably expended); *Hensley*, 461 U.S. at 435-36; *Caudle v. Bristow Optical Co.*
5 (9th Cir. 2000) 224 F.3d 1014, 1028; *Cabrales v. County of Los Angeles* (9th Cir. 1991) 935
6 F.2d 1050, 1052-53.) As discussed above, Class Counsel expended considerable time and
7 resources to investigate, litigate, and successfully settle these claims for the benefit of the Class.

8 **D. The Substantial Contingent Risk, Including the Risk of Further Litigation,**
9 **Supports the Requested Fees**

10 The contingent risk that Class Counsel assumed in prosecuting the action supports the
11 requested attorneys’ fees and costs. (*Churchill Vill., L.L.C. v. Gen. Elec.* (9th Cir. 2004) 361 F.3d
12 566, 575 [“the risk, expense, complexity, and likely duration of further litigation” may support the
13 fairness and adequacy of a settlement].) Class Counsel took this case on a pure contingency basis,
14 and had no guarantee that they would receive any remuneration for the many hours they spent
15 litigating the Class’s claims, or for the millions in out-of-pocket costs they reasonably incurred to
16 date.

17 Large-scale litigation of this type is, by its very nature, complicated and time-consuming.
18 Any law firm undertaking representation of millions of consumers in class actions inevitably must
19 be prepared to make a significant investment of time, energy, and resources. Due also to the
20 contingent nature of the customary fee arrangement, lawyers must be prepared to make this
21 investment with the very real possibility of an unsuccessful outcome and no fee recovery of any
22 kind. As the Ninth Circuit has recognized, “attorneys whose compensation depends on their
23 winning the case must make up in compensation in the cases they win for the lack of compensation
24 in the cases they lose.” (*Vizcaino, supra*, 290 F.3d at p. 1051.)

25 The demands and risks of this type of litigation overwhelm the resources—and deter
26 participation—of many traditional claimants’ firms. For these reasons, California courts and the
27 Ninth Circuit recognize a need to reward plaintiffs’ counsel who accept cases on a pure
28 contingency basis. In *Ketchum v. Moses*, 24 Cal. 4th 1122 (2001), the California Supreme Court

1 instructed courts to upwardly adjust fee compensation to ensure that the fees account for
2 contingency risk:

3 A lawyer who both bears the risk of not being paid and provides legal services is
4 not receiving the fair market value of his work if he is paid only for the second
5 of these functions. If he is paid no more, competent counsel will be reluctant to
6 accept fee award cases.

7 (*Ketchum*, 24 Cal. 4th at p. 1133.)

8 Similarly, in *In re Washington Pub. Power Supply* (9th Cir. 1994) 19 F.3d 1291 the Ninth
9 Circuit underscored the importance of rewarding attorneys who take cases on a contingency basis:

10 It is an established practice in the private legal market to reward attorneys for
11 taking the risk of non-payment by paying them a premium over their normal
12 hourly rates for winning contingency cases. *See* Richard Posner, *Economic
13 Analysis of Law* § 21.9, at 534-35 (3d ed. 1986). Contingent fees that may far
14 exceed the market value of the services if rendered on a non-contingent basis are
15 accepted in the legal profession as a legitimate way of assuring competent
16 representation for plaintiffs who could not afford to pay on an hourly basis
17 regardless whether they win or lose.

18 (19 F.3d at p. 1299, pp. 1300-01 [“in the common fund context, attorneys whose compensation
19 depends on their winning the case, must make up in compensation in the cases they win for the
20 lack of compensation in the cases they lose.”].)

21 As reflected in *Ketchum* and *In re Washington*, attorneys accepting contingent fee cases
22 should be compensated in amounts greater than those earned by attorneys who bill and receive
23 payment by the hour, as this fact reflects the risks undertaken in a contingent practice. If a
24 contingent-fee attorney were awarded fees at the same level as an hourly-fee attorney, it would be
25 economically irrational for any attorney to accept a contingent-fee case because there would be
26 absolutely no incentive to accept the risks inherent in such representation.¹

27 ¹ *See* Posner, *Economic Analysis of Law* (4th ed. 1992), pp. 534, 567 (“A contingent fee must be
28 higher than a fee for the same legal services paid as they are performed. The contingent fee
compensates the lawyer not only for the legal services he renders but for the loan of those services.
The implicit interest rate on such a loan is higher because the risk of default (the loss of the case,
which cancels the debt of the client to the lawyer) is much higher than that of conventional loans.”);
Leubsdorf, *The Contingency Factor in Attorney Fee Awards* (1981) 90 *Yale L.J.* 473, 480 (“A
lawyer who both bears the risk of not being paid and provides legal services is not receiving the
fair market value of his work if he is paid only for the second of these functions. If he is paid no
more, competent counsel will be reluctant to accept fee award cases.”); ABA Model Code Prof.
Responsibility, DR 2-106(B)(8) (recognizing the contingent nature of attorney representation as
an appropriate component in considering whether a fee is reasonable).

1 Because attorneys pursuing claims in contingency will sometimes lose after expending
2 hundreds of hours, and often advancing tens of thousands of dollars in expenses, an enhancement
3 ensures that the risks do not outstrip the incentives to pursue claims on behalf of employees. The
4 high contingent risk borne by Class Counsel thus supports the fee request.

5 **E. Class Counsel’s Costs Are Reasonable**

6 Class Counsel seeks reimbursement of costs in the amount of \$1,429,659.29. (Coelho
7 Decl., ¶ 47, Ex. 4.) These costs were reasonably incurred in prosecuting this action on behalf
8 of the Class and should be approved by the Court. (*Id.*) Counsel can recover “out-of-pocket
9 expenses that ‘would normally be charged to a fee paying client’” including costs for “service
10 of summons and complaint, service of trial subpoenas, fee for defense expert at deposition,
11 postage, investigator, copying costs, hotel bills, meals, messenger service and employment
12 record reproduction.” (*Harris v. Marhoefer* (9th Cir. 1994) 24 F.3d 16, 19.) Such costs are
13 properly recoverable on motions for settlement approval. (*See Nunez v. BAE Sys. San Diego*
14 *Ship Repair Inc.* (S.D. Cal. 2017) 292 F. Supp. 3d 1018, 1057; *Rutti v. Lojack Corp.* (C.D. Cal.
15 July 31, 2012) No. CV 06–00350 DOC, 2012 WL 3151077, at *12 [“Expenses such as
16 reimbursement for travel, meals, lodging, photocopying, long-distance telephone calls,
17 computer legal research, postage, courier service, mediation, exhibits, documents scanning, and
18 visual equipment are typically recoverable.”].) Class Counsel’s costs also include
19 approximately \$45,090.50 in contract attorney costs. Contract attorney work is recoverable as
20 costs. (*In re Anthem, Inc. Data Breach Litigation* (N.D. Cal. Aug. 17, 2018) No. 15-MD-02617-
21 LHK, 2018 WL 3960068, * 18 [“this Court commends the practice of treating contract attorney
22 work as a cost.”].)

23 **F. The Service Awards to the Class Representatives Are Fair and Reasonable**

24 Named plaintiffs in class action lawsuits “are eligible for reasonable incentive payments to
25 compensate them for the expense or risk they have incurred in conferring a benefit on other
26 members of the class.” (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186
27 Cal.App.4th 399, 412.) Courts routinely grant approval of class action settlement agreements that
28 permit the class representatives to seek such awards, which are necessary to provide incentive to

1 represent the class and are appropriate given the benefit the class representatives help to bring
2 about for the class. (*See Rodriguez v. W. Publ'g Corp.* (9th Cir. 2009) 563 F.3d 948, 958–59.)

3 “Since without a named plaintiff there can be no class action, such compensation as may
4 be necessary to induce him to participate in the suit.” (*Clark v. Am. Residential Services LLC*
5 (2009) 175 Cal.App.4th 785, 804.) “[T]he rationale for making enhancement or incentive
6 awards to named plaintiffs is that they should be compensated for the expense or risk they have
7 incurred in conferring a benefit on other members of the class.” (*Id.* at 806.) “An incentive
8 award is appropriate ‘if it is necessary to induce an individual to participate in the suit.’”
9 (*Cellphone Term. Fee Cases* (2010) 186 Cal. App. 4th 1380, 1394, quoting *Clark, supra*, 175
10 Cal. App. 4th at 804.) The “criteria courts may consider in determining whether to make an
11 incentive award include: (1) the risk to the class representative in commencing suit, both
12 financial and otherwise; (2) the notoriety and personal difficulties encountered by the class
13 representative; (3) the amount of time and effort spent by the class representative; (4) the
14 duration of the litigation; and (5) the personal benefit (or lack thereof) enjoyed by the class
15 representative as a result of the litigation.” (*Id.* at pp. 1394–95.)

16 Here, Plaintiffs have the right to move the Court for an incentive award of up to
17 \$15,000.00 each paid from the gross settlement amount. As detailed in Plaintiffs’ concurrently
18 filed declarations, Plaintiffs devoted a great deal of time and work assisting counsel in the case.
19 (Torres Decl. at pp. 1-2, ¶¶3-8; Ismailyan Decl. at pp. 1-2, ¶¶3-8.) Among other things,
20 Plaintiffs spent a significant amount of time to prepare for and sit for depositions and to respond
21 to Apple’s sweeping discovery requests. (*Id.*)

22 **IV. CONCLUSION**

23 For the foregoing reasons, Class Counsel respectfully requests that the Court grant the
24 motion in its entirety and enter an order awarding the full amount of attorneys’ fees and costs
25 requested.

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Dated: February 6, 2024

Respectfully submitted,

WILSHIRE LAW FIRM, PLC

By: */s/ Justin F. Marquez*

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9 *Attorneys for Plaintiffs and the Putative Class*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 WALTER PETERS, individually, and on behalf
13 of all others similarly situated,

14 Plaintiffs,

15 v.

16 APPLE INC., a California corporation; and
17 DOES 1 to 100, inclusive,

18 Defendants

Case No. 19STCV21787

CLASS ACTION

[Assigned for all purposes to Hon. Elihu M. Berle, Dept. 6]

**DECLARATION OF PLAINTIFF DIANA
ISMAILYAN IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL AND PLAINTIFFS'
MOTION FOR ATTORNEYS' FEES,
COSTS, AND CLASS
REPRESENTATIVE SERVICE
PAYMENTS**

Date: April 2, 2024
Time: 9:00 a.m.
Dept.: 6

Initial Complaint filed: June 21, 2019
Fourth Amended
Complaint filed: June 30, 2023
Trial date: Not set

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010-1137

DECLARATION OF DIANA ISMAILYAN

I, Diana Ismailyan, declare as follows:

1. I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness.

2. I am one of the named Plaintiffs in this action and submit this declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement and Plaintiffs’ Motion for Attorneys’ Fees, Costs, and Class Representative Service Payments. Because I believe I have provided invaluable assistance during the course of this case, I am hopeful that the Court will approve my request of a \$15,000.00 service payment as a Class Representative.

3. I have invested a lot of personal time and energy while this lawsuit has been pending. I had conversations with my attorneys on several occasions. I take it very seriously to discuss with my attorneys because I wanted to do everything I can to assist my attorneys in prosecuting this case.

4. Throughout this case, I spent a lot of time on the phone with my attorneys to get updates about the case and provide them with information. Since I first got involved in this case, I had about 60 to 85 phone calls with my attorneys. Many of these phone calls lasted approximately 30 to 40 minutes, with a portion lasting over an hour or more. Moreover, I have exchanged approximately 200 to 250 text messages with my attorneys to discuss the case and ask for updates. Because I regularly kept in contact with my attorneys, I estimate that I spent between 60 to 80 hours on telephone calls and text messages with my attorneys.

5. I talked with my attorneys before each mediation to discuss my opinions about the case and to obtain information regarding the settlement prospect. I also kept in regular contact with my attorneys during the mediation process and I discussed with my attorneys the terms of the settlement. I estimate that I spent approximately 10 to 12 hours on the issues regarding settlement.

6. I also reviewed documents that were filed and that I signed, including the settlement agreement, to remain informed about the case and to fully understand the terms of the settlement. I estimate that I spent approximately 4 to 5 hours in reviewing these documents.

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1 7. In addition, I spent time answering questions from other class members regarding
2 the case. Many of the questions were about the settlement class notice that class members
3 received. I estimate that I spent about 6 to 7 hours having conversations about the case with my
4 fellow class members.

5 8. I also had my deposition taken by Defendant relating to my claims. Before the
6 deposition, I reviewed documents and discussed the details of my case with my attorneys. I
7 estimate that I spent approximately 17 to 21 hours participating in and preparing for the
8 deposition.

9 9. I believe the settlement is a good settlement and I would recommend that the
10 Court approve it because I believe that this settlement is fair, adequate, and reasonable. I am
11 glad that I had the opportunity to represent the class in this lawsuit and that I was able to recover
12 money through a settlement for the class.

13 10. I have observed my attorneys' work throughout this case. They have been
14 thorough, diligent, prompt, courteous, and professional, and I believe they are fully entitled to
15 the award of fees that they have requested for their hard work.

16 11. Standing up for myself and the rights of others was not an easy decision, and I
17 am relieved that this is coming to an end. I estimate that I spent at least 115 to 130 hours on this
18 case. I am receiving no compensation additional to that provided for in the settlement.

19 12. I respectfully request that the Court award me a \$15,000.00 service payment.
20 Based on my involvement in this case and the benefits provided to class members, I can say I
21 helped stand up for the other class members who may have been too afraid to risk the stigma of
22 suing a big company like Apple. I was not afraid to take that risk because I strongly care about
23 helping out Apple Family Sharing consumers.

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

26 ///

27 ///

28 ///

Executed on 2/1/2024, in Los Angeles, California.

DocuSigned by:



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Diana Ismailyan

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 WALTER PETERS, individually, and on behalf
13 of all others similarly situated,

14 Plaintiffs,

15 v.

16 APPLE INC., a California corporation; and
17 DOES 1 to100, inclusive,

18 Defendants

Case No. 19STCV21787

CLASS ACTION

[Assigned for all purposes to Hon. Elihu M. Berle, Dept. 6]

**DECLARATION OF PLAINTIFF JEFF
TORRES IN SUPPORT OF PLAINTIFFS’
MOTION FOR FINAL APPROVAL AND
PLAINTIFFS’ MOTION FOR
ATTORNEYS’ FEES, COSTS, AND
CLASS REPRESENTATIVE SERVICE
PAYMENTS**

Date: April 2, 2024
Time: 9:00 a.m.
Dept.: 6

Initial Complaint filed: June 21, 2019
Fourth Amended
Complaint filed: June 30, 2023
Trial date: Not set

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010-1137

DECLARATION OF JEFF TORRES

I, Jeff Torres, declare as follows:

1. I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness.

2. I am one of the named Plaintiffs in this action and submit this declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement and Plaintiffs’ Motion for Attorneys’ Fees, Costs, and Class Representative Service Payments. Because I believe I have provided invaluable assistance during the course of this case, I am hopeful that the Court will approve my request of a \$15,000.00 service payment as a Class Representative.

3. I have invested a lot of personal time and energy while this lawsuit has been pending. I had conversations with my attorneys on several occasions. I take it very seriously to discuss with my attorneys because I wanted to do everything I can to assist my attorneys in prosecuting this case.

4. Throughout this case, I spent a lot of time on the phone with my attorneys to get updates about the case and provide them with information. Since I first got involved in this case, I had about 50 to 75 phone calls with my attorneys. Many of these phone calls lasted approximately 30 to 40 minutes, with a portion lasting over an hour or more. Moreover, I have exchanged approximately 150 to 200 text messages with my attorneys to discuss the case and ask for updates. Because I regularly kept in contact with my attorneys, I estimate that I spent between 60 to 70 hours on telephone calls and text messages with my attorneys.

5. I talked with my attorneys before each mediation to discuss my opinions about the case and to obtain information regarding the settlement prospect. I also kept in regular contact with my attorneys during the mediation process and I discussed with my attorneys the terms of the settlement. I estimate that I spent approximately 18 to 25 hours on the issues regarding settlement.

6. I also reviewed documents that were filed and that I signed, including the settlement agreement, to remain informed about the case and to fully understand the terms of the settlement. I estimate that I spent approximately 4 to 5 hours reviewing these documents.

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1 7. In addition, I spent time answering questions from other class members regarding
2 the case. Many of the questions were about the settlement class notice that class members
3 received. I estimate that I spent about 3 to 4 hours having conversations about the case with my
4 fellow class members.

5 8. I also had my deposition taken by Defendant relating to my claims. Before the
6 deposition, I reviewed documents and discussed the details of my case with my attorneys. I
7 estimate that I spent approximately 15 to 19 hours participating in and preparing for the
8 deposition.

9 9. I believe the settlement is a good settlement and I would recommend that the
10 Court approve it because I believe that this settlement is fair, adequate, and reasonable. I am
11 glad that I had the opportunity to represent the class in this lawsuit and that I was able to recover
12 money through a settlement for the class.

13 10. I have observed my attorneys' work throughout this case. They have been
14 thorough, diligent, prompt, courteous, and professional, and I believe they are fully entitled to
15 the award of fees that they have requested for their hard work.

16 11. Standing up for myself and the rights of others was not an easy decision, and I
17 am relieved that this is coming to an end. I estimate that I spent at least 100 to 125 hours on this
18 case. I am receiving no compensation additional to that provided for in the settlement.

19 12. I respectfully request that the Court award me a \$15,000.00 service payment.
20 Based on my involvement in this case and the benefits provided to class members, I can say I
21 helped stand up for the other class members who may have been too afraid to risk the stigma of
22 suing a big company like Apple. I was not afraid to take that risk because I strongly care about
23 helping out Apple Family Sharing consumers.

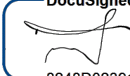
24 I declare under penalty of perjury under the laws of the State of California and the United
25 States that the foregoing is true and correct.

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28 ///

Executed on 1/31/2024, in Chowchilla, California.

DocuSigned by:

8248D0239183490

Jeff Torres

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

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9 *Attorneys for Plaintiffs and the Putative Class*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 WALTER PETERS, individually, and on behalf
13 of all others similarly situated,

14 Plaintiffs,

15 v.

16 APPLE INC., a California corporation; and
17 DOES 1 to 100, inclusive,

18 Defendants

Case No. 19STCV21787

CLASS ACTION

[Assigned for all purposes to Hon. Elihu M. Berle, Dept. 6]

DECLARATION OF THIAGO M. COELHO IN SUPPORT OF PLAINTIFFS' MOTION FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND MOTION FOR ATTORNEY'S FEES, COSTS, AND CLASS REPRESENTATIVE SERVICE PAYMENTS

Date: April 2, 2024
Time: 9:00 a.m.
Dept.: 6

Initial Complaint filed: June 21, 2019
Proposed Fourth Amended
Complaint filed: June 30, 2023
Trial date: Not set

1 **DECLARATION OF THIAGO M. COELHO**

2 I, Thiago M. Coelho, declare as follows:

3 1. I am admitted, in good standing, to practice as an attorney in the State of California,
4 United States Court of Appeals for the Ninth Circuit, and the United States District Courts for the
5 Central, Southern, Eastern, and Northern Districts of California. I am an attorney at Wilshire Law
6 Firm, PLC, counsel of record for Plaintiffs Diana Ismailyan and Jeff Torres (collectively,
7 “Plaintiffs”) and the Class. I have personal knowledge of the facts set forth in this declaration and
8 could and would competently testify to them under oath if called as a witness.

9 **CASE BACKGROUND**

10 2. Wilshire Law Firm, PLC (“Class Counsel”) respectfully applies for an award of
11 attorneys’ fees and costs to compensate them for their extensive work in achieving a \$25 million
12 non-reversionary settlement of the class action on behalf of Plaintiffs Diana Ismailyan and Jeff
13 Torres (collectively, “Plaintiffs”) and the putative class with Defendant Apple, Inc. (“Defendant”
14 or “Apple,” and together with Plaintiffs, the “Parties”)

15 3. Plaintiffs’ claims center around alleged misrepresentations by Apple regarding the
16 Family Sharing service. Plaintiffs allege that Family Sharing is an iPhone, iPad, and MacBook
17 feature which allows up to six individuals (the “Family Members”) to share certain App Store
18 purchases. (Fourth Am. Compl. ¶¶ 1-12 & 21-27.) Plaintiffs allege that Apple represented to Class
19 Members that, through Family Sharing “[u]p to six family members will be able to use this app.”
20 (*Id.* at ¶¶ 6, 38, 47.) Plaintiffs allege that Apple’s representations misled consumers to purchase
21 apps or purchase app subscriptions knowing that the apps could only be used by the purchaser, not
22 any Family Members.

23 4. On June 21, 2019, plaintiff Walter Peters filed the original Complaint. A First
24 Amended Complaint was filed on September 3, 2019. The Court provided leave to amend the First
25 Amended Complaint following Apple’s demurrer on October 24, 2019. A Second Amended
26 Complaint was filed on November 8, 2019. On September 23, 2020, the Court granted leave to
27 amend to substitute Plaintiffs and Robert Leder as named plaintiffs in this matter in place of
28

1 plaintiff Walter Peters. That same day, the Third Amended Complaint was filed. Plaintiff Robert
2 Leder was dismissed without prejudice on March 3, 2023.

3 5. Plaintiffs filed a Stipulated Request for Leave to File Plaintiffs’ Fourth Amended
4 Compliant on June 30, 2023, which was granted by the Court on July 3, 2023. In the Fourth
5 Amended Complaint, Plaintiffs assert the following causes of action on behalf of a prospective
6 nationwide Class: (1) Intentional Misrepresentation; (2) Negligent Misrepresentation; (3)
7 Violation of California False Advertising Law, Cal. Bus. & Prof. Code § 17500, *et seq.*

8 6. Plaintiffs filed their Motion for Preliminary Approval on June 30, 2023. The hearing
9 for the Motion for Preliminary Approval was held on October 12, 2023, during which the Court
10 found on a preliminary basis that the settlement was “fair, reasonable and adequate,” and granted
11 the motion subject to Plaintiffs submitting revised notice and revised order by October 19, 2023.
12 Plaintiffs submitted the revised notice and order, and the Order Granting Plaintiffs’ Motion for
13 Preliminary Approval of Class Action Settlement was approved on October 30, 2023. The Final
14 Approval Hearing was set for April 2, 2024.

15 INVESTIGATION, CASE INITIATION, DEMURRER BRIEFING

16 7. Class Counsel invested significant time and resources into pursuing this case on
17 behalf of the Class.

18 8. As an initial matter, Class Counsel spent considerable time researching and
19 investigating the claims alleged in the class action complaints, which successfully survived
20 Apple’s demurrers. The demurrer briefing consisted of hard-fought motion practice that was
21 ultimately resolved favorably on the Class’s behalf.

22 CLASS CERTIFICATION AND RELATED DISCOVERY

23 9. Class Counsel also diligently and relentlessly pursued class certification discovery,
24 including propounding extensive written discovery and serving deposition notices on Apple. Apple
25 objected to many of Plaintiffs’ important discovery requests requiring Class Counsel to extensively
26 meet and confer with Apple’s counsel, as well as repeatedly appear before the Court in informal
27 discovery conferences. Indeed, Class Counsel was unable to obtain the necessary information for
28 *Belaire* notice until the matter was resolved at an informal discovery conference.

1 10. Once Plaintiffs received discovery from Apple, Class Counsel reviewed hundreds
2 of thousands of documents relating to the Family Sharing feature.

3 11. Further, Class Counsel took nine (9) Apple employee depositions, including its
4 persons most qualified.

5 12. In addition to seeking discovery from Apple, Class Counsel also guided Plaintiffs
6 in responding to Apple’s extensive discovery requests, including gathering voluminous old bank
7 records, sitting for deposition, and providing comprehensive information on their large family
8 sharing groups and iPhone and app store purchase history.

9 13. Not only did Class Counsel zealously fight for the necessary discovery to prove
10 class certification, Class Counsel also retained the services of ten (10) experts who provided their
11 opinions and reports in support of class certification.

12 14. Plaintiffs’ class certification brief was thirty (30) pages and was supported by nearly
13 100 exhibits as well as a substantiated trial plan.

14 15. Apple vigorously defended against Plaintiffs’ class certification briefing.

15 16. Class Counsel spent significant time preparing and defending nine (9) of Plaintiffs’
16 retained expert witnesses for Apple’s lengthy and well-researched deposition sessions.

17 17. Additionally, Apple’s class certification opposition brief and supporting evidence,
18 which included four (4) rebuttal experts in addition to multiple lay witnesses and information about
19 Family Sharing advertisements obtained from a program called “Purple Restore” (that had not been
20 disclosed in Apple’s witnesses’ deposition testimony), was well-written and presented difficult,
21 but surmountable, challenges for Plaintiffs on reply.

22 18. Class Counsel spent extensive time researching and preparing for the depositions of
23 Apple’s four (4) expert witnesses, which all resulted in full day, arduously defended, examinations.

24 19. Further, Class Counsel invested thousands of hours into researching and drafting
25 Plaintiffs’ class certification reply and objections to Apple’s lay witnesses’ testimony. In addition,
26 Class Counsel guided Plaintiffs’ numerous experts in preparing rebuttal reports to Apple’s experts’
27 critiques.

1 20. The Parties further engaged in an expert evidentiary battle with an exchange of
2 dueling *Sargon* motions, oppositions and replies. Class Counsel invested extensive time and
3 resources into researching and drafting Plaintiffs' evidentiary and legal basis to exclude Apple's
4 four (4) experts as well as defending Plaintiffs' ten (10) experts.

5 SETTLEMENT NEGOTIATIONS

6 21. The Parties agreed to mediate with experienced mediator, Hon. Edward A. Infante
7 (ret.) prior to the scheduled hearing on Class Certification on March 23, 2023. Prior to Judge
8 Infante, the parties mediated with Judge West unsuccessfully. The mediation was conducted on
9 January 25, 2023 in person and lasted a full day. No resolution was reached, but the Parties made
10 progress. Thereafter, Judge Infante facilitated several calls with the Parties individually and
11 presided over conference calls that ultimately led to a settlement in principle on March 9, 2023.
12 All settlement discussions were conducted at arm's length, with each side aware of the strengths
13 and weaknesses of Plaintiffs' claims and Apple's defenses. The Parties were willing to explore a
14 potential settlement but were also prepared to litigate their positions through trial and appeal if a
15 settlement could not be reached.

16 22. Class Counsel conducted a thorough investigation into the facts of this case.
17 Plaintiffs and Class Counsel, on behalf of the Settlement Class, took into account the contested
18 issues involved, the expense and time necessary to prosecute the Action through trial, the risk and
19 costs associated with further prosecution of the Action, the uncertainties of complex litigation, the
20 desired outcome from continued litigation, and the substantial benefits to be received pursuant to
21 the settlement. They have concluded, based upon the foregoing, that the Settlement is fair,
22 reasonable, and adequate and is the best interest of the Settlement Class Members in light of all
23 known facts and circumstances, the risk of significant delay, the defenses that could be asserted by
24 Apple both to certification and on the merits, trial risk, and appellate risk.

25 23. With the above considerations, Plaintiffs and Class Counsel believe that the
26 Settlement confers substantial benefits upon Settlement Class Members, and that it is an excellent
27 result. Indeed, because of the proposed Settlement, the Class will receive timely, guaranteed relief
28 and will avoid the risk of an unfavorable judgment.

1 24. A true and correct copy of the Amended Settlement Agreement and Release (the
2 “Settlement”) signed by Plaintiffs, Defendant, and their respective counsel is attached as **Exhibit**
3 **1**.

4 PRELIMINARY APPROVAL AND OVERWHELMING SUPPORT FOR THE SETTLEMENT

5 25. The Court granted Plaintiffs’ Motion for Preliminary Approval of the Settlement on
6 October 30, 2023. The deadline for class members to opt out or object to the Settlement is March
7 1, 2024. The reaction of the Class to the settlement has been overwhelmingly positive. Indeed, as
8 of the filing of this Motion, only two (2) Class Members have objected to the settlement, and only
9 twenty-two (22) class members have filed exclusions to the settlement. Class Members could also
10 read about the Settlement in various national news sources, many of which provided links to the
11 Settlement website if readers wished to learn more.

12 ATTORNEYS’ FEES AND COSTS

13 26. The settlement provides for attorney’s fees and costs to Class Counsel in an amount
14 up to 33 and 1/3% of the Gross Settlement Amount, for a maximum fees award of \$8,333,333.33,
15 plus reasonable litigation expenses of up to \$2,000,000.00.

16 27. Based on my experience, I believe the fees and costs provision of the Settlement
17 Agreement is reasonable. The fee percentage requested is less than that charged by Class Counsel
18 for other consumer class action cases. Class Counsel invested significant time and resources into
19 the case, with payment deferred to the end of the case, and then, of course, contingent on the
20 outcome. Class Counsel’s efforts have resulted in substantial benefits to Class Members in the
21 form of a significant settlement fund established to compensate Class Members for Defendant’s
22 unlawful consumer practices. Without Class Counsel’s efforts, the claims as alleged in the
23 complaint would almost certainly have gone without remedy.

24 28. Class Counsel took this case on a contingent basis and has put a substantial amount
25 of time and energy into litigating this case, all while receiving no payment. The risk was significant
26 given that, if the case was unsuccessful, Class Counsel would not have received any compensation
27 for the time our firms spent litigating this case.

1 29. Because most individuals cannot afford to pay for representation in litigation on an
2 hourly basis, Class Counsel represents the majority of its consumer law clients on a contingency-
3 fee basis. Pursuant to this arrangement, we are not compensated for our time unless we prevail at
4 trial or successfully settle our clients’ cases. Because Class Counsel is taking the risk that we will
5 not be reimbursed for our time unless our client settles or wins his or her case, we cannot afford to
6 represent an individual client on a contingency basis if, at the end of our representation, all we are
7 to receive is our regular hourly rate for services. It is essential that we recover more than our regular
8 hourly rate when we win if we are to remain in practice so as to be able to continue representing
9 other individuals in consumer rights disputes. There are only so many cases that Class Counsel can
10 take at any one time. Consequently, there were other meritorious cases presented to Class Counsel
11 that would have generated substantial fees, but were declined, during the pendency of this action
12 in order to devote the attention necessary to achieve favorable results.

13 PLAINTIFF’S COUNSEL’S EXPERIENCE AND QUALIFICATIONS

14 30. Wilshire Law Firm, PLC was selected by Best Lawyers and U.S. News & World
15 Report as one of the nation’s Best Law Firms for every year since 2020 and is comprised of over
16 70 attorneys and over 500 employees. Wilshire Law Firm, PLC is actively and continuously
17 practicing in data breach and consumer litigation, representing victims of data breaches in class
18 actions in both state and federal courts throughout California.

19 31. Wilshire Law Firm, PLC is qualified to handle this litigation because its attorneys
20 are experienced in litigating data breach class action cases. Wilshire Law Firm, PLC has handled,
21 and is currently handling, numerous data breach class action lawsuits, as well as numerous class
22 actions involving consumer rights and employee rights.

23 32. I graduated from the University of Central Florida and the University of Southern
24 California, Gould School of Law. The National Trial Lawyers selected me as a “Top 10 Data
25 Privacy Trial Lawyer,” “Top 25 Class Action Trial Lawyer,” “Top 10 Wage and Hour Trial
26 Lawyer” and a “Top 40 under 40” attorney. For 2020 and 2021, I was selected and served as the
27 President of the Data Privacy Trial Lawyers Association, and am an active member of CAALA,
28 CAOC’s Data Breach Committee, and AAJ’s Class Action Division. I have been selected as a

1 “Best Lawyer” by The Best Lawyers in America® and Super Lawyers selected me as a “Rising
2 Star.” Further, I have extensive experience litigating consumer class action and data privacy class
3 actions. I was also lead counsel in *Moore v. Centrelake Medical Grp.* (2022) 83 Cal.App.5th 515,
4 a data breach class action, where the Court of Appeal reversed the trial court’s judgment sustaining
5 the defendant’s demurrer, in part, because the plaintiff’s loss of benefit of the bargain was deemed
6 a sufficient injury for UCL standing. (*Id.* at pp. 527–530.) I was also lead counsel in *Mier v. CVS*
7 *Health* (9th Cir. July 8, 2023) No. 22-55665, 2023 WL 4837851, a consumer class action involving
8 false advertising claims where the Ninth Circuit reversed the denial of class certification. I have
9 settled over 300 cases, including, but not limited to, consumer class action cases. My hourly rate
10 is \$1,000.00, which was approved in *Suarez v. Bank of America, N.A.* (N.D. Cal. Jan. 11, 2024),
11 No. 18-cv-01202-LB, 2024 WL150721, *3 (“As for the lodestar cross-check, the billing rates are
12 normal and customary for timekeepers with similar qualifications and experience in the relevant
13 market.”).

14 33. Cinela Aziz is a former Associate Attorney at Wilshire Law Firm, PLC and a
15 member of the California Bar since 2017. Ms. Aziz’s hourly rate is \$700.00. Ms. Aziz obtained
16 her J.D. from George Washington University Law School and her undergraduate degree from
17 University of California, Los Angeles. During her career, Ms. Aziz has represented clients in
18 personal injury, wrongful death, premises liability, and consumer class actions.

19 34. Jessica Behmanesh is a former Associate Attorney at Wilshire Law Firm, PLC and
20 a member of the California Bar since 2021. Ms. Behmanesh’s hourly rate is \$500. She obtained
21 her undergraduate degree, *summa cum laude*, from the University of California at Los Angeles,
22 and her law degree from UCLA School of Law with Moot Court Honors and Order of the Barristers
23 recognition. During her time in law school, Jessica served as a staff editor for the UCLA Women’s
24 Law Journal and the Journal of International Law & Foreign Affairs. She was also a member of
25 the Moot Court Honors Board and was a finalist in UCLA’s Roscoe Pound Semi-Finals. Outside
26 of her extracurricular activities, Jessica externed for the UCLA Title IX Office, the City of Santa
27 Monica, and for the Honorable John A. Kronstadt at the U.S. Federal District Court for the Central
28 District of California.

1 35. Jesse Chen is an Associate Attorney at Wilshire Law Firm, PLC. Mr. Chen’s hourly
2 rate is \$650.00. He graduated in 2017 from Brandeis University, with honors, obtaining a B.A. in
3 Politics and International and Global Studies. He received his J.D. from University of Southern
4 California, Gould School of Law in 2020. Mr. Chen’s practice has focused on complex consumer
5 class actions in both state and federal courts across the country.

6 36. Robert J. Dart was a Senior Associate Attorney at Wilshire Law Firm, PLC from
7 2019 to 2022. Mr. Dart’s current hourly rate is \$900. He graduated from Duke University, cum
8 laude, and from the University of Chicago Law School. Spanning over 15 years, his legal
9 background includes a judicial clerkship for the Honorable Aleta A. Trauger of the United States
10 District Court for the Middle District of Tennessee, as well as significant work experiences at
11 Quinn, Emanuel, Urquhart & Sullivan LLP and Jenner & Block LLP. Robert has significant
12 experience in consumer and employment class actions, as a part of a team, from 2016 to 2019, who
13 successfully settled innumerable consumer banking class actions, and as a part of Wilshire Law
14 Firm, PLC, where he has written successful briefs at both the trial and appellate level in consumer
15 and employment class actions. Robert is admitted to practice in the State of California and State
16 of Illinois. In *Moreno v. Pretium Packaging, Inc.* (C.D. Cal. Aug. 6, 2021) No. 8:19-cv-02500-
17 SB-DFM, 2021 WL 3673845, the Court recognized his previous \$700 hourly rate as “reasonable,
18 given the qualifications of the attorneys who worked on this matter.” (*Id.* at p. *3.)

19 37. Jennifer M. Leinbach is an Associate Attorney at Wilshire Law Firm, PLC and a
20 member of the California Bar since 2011. Ms. Leinbach’s current hourly rate is \$800. Ms.
21 Leinbach has significant experience as a class action litigator. Her work experience as an attorney
22 began with a number of federal judicial clerkships spanning from 2012-2016. Following law
23 school, she was the judicial law clerk to the Honorable Judges: Mark Houle; Maureen Tighe; Alan
24 Ahart; Thomas Donovan; Robin Riblet; Vincent Zurzolo; and Victoria Kaufman. As a federal
25 judicial law clerk, she became intimately acquainted with federal practice and procedure. This
26 federal court experience parlayed into her position as an associate at a class action boutique from
27 2016-2021. As a class action associate, she assisted the firm with obtaining numerous class action
28 settlements in federal and state court. Some representative matters include the below cases:

- 1 a. Assisted with obtaining an \$80 million class settlement in an action filed against
2 Yahoo! for failure to disclose a massive data breach to shareholders in a case
3 alleging violations of the Securities Exchange Act of 1934. The settlement was
4 reached following successfully defeating Yahoo's! motion to dismiss.
- 5 b. Assisted with obtaining a \$3.75 million class settlement for Mammoth Mountain's
6 alleged violations of the Telephone Consumer Protection Act ("TCPA"). Settlement
7 was reached following a stay of the action during which the Federal
8 Communications Commission considered Mammoth's petition on the consent
9 requirement of an agency TCPA rule change.
- 10 c. Assisted with obtaining a \$10.4 million dual-class settlement in an action alleging
11 violations of both federal and state securities laws based on an alleged Ponzi-like
12 scheme. The settlement was reached after filing an omnibus opposition to over
13 sixteen (16) motions to dismiss.
- 14 d. Assisted with obtaining a class settlement against Michael's Stores in a Fair Credit
15 Reporting Act case with very complicated procedural posture. The case was
16 removed to the Northern District of California from Sonoma Superior Court and
17 was added to an MDL in the District of New Jersey. The MDL was stayed pending
18 the U.S. Supreme Court's decision in the *Spokeo v. Robins* matter. Following the
19 *Spokeo* decision, the MDL court dismissed two of the consolidated cases, remanding
20 our matter to Sonoma County Superior Court. Plaintiffs in the two dismissed cases
21 appealed the MDL dismissal to the Third Circuit. Michaels, in the remanded
22 Sonoma County matter, successively removed the case to the Northern District of
23 California citing a relevant change in circumstances. Ms. Leinbach assisted in
24 successfully opposing Michael's motion to stay pending the Third Circuit appeal in
25 the Northern District of California action and obtained an order granting plaintiff's
26 motion to remand back to the Sonoma Superior Court, after which a class settlement
27 was successfully negotiated.
- 28

1 e. Assisted with obtaining a \$8.5 million class settlement after defeating a motion to
2 dismiss in an action alleging violations of the Securities Act of 1933 based on a
3 Chinese company's IPO omission. She also assisted with obtaining successful
4 Hauge Convention/ alternative service on all foreign defendants, including those
5 located in China. Following months of hard-fought negotiation and mediation
6 efforts, and additional motion to dismiss briefing by later-served foreign defendants,
7 settlement was finally reached.

8 38. Jonas P. Mann is a former Senior Associate at Wilshire Law Firm, PLC. Mr. Mann's
9 hourly rate is \$850.00. Mr. Mann graduated cum laude from George Washington University in
10 2004, where he obtained his B.A. and received his J.D. in 2007 from Temple University, the James
11 E. Beasley School of Law. Throughout his career, Mr. Mann has represented clients in automotive
12 defect, banking fraud, and other complex class actions. Mr. Mann is admitted to practice in
13 Pennsylvania and New Jersey as well as California. Mr. Mann has been selected as a "Rising Star"
14 by Super Lawyers. Prior to joining Wilshire Law Firm, PLC, he worked for two prominent class
15 action firms in Los Angeles and San Francisco. I have worked on numerous successful class action
16 cases, including:

- 17 a. Assisted in the litigation and \$393.5 million nationwide settlement of a class of auto
18 loan borrowers who paid for duplicative, unnecessary, and overpriced collateral
19 protection insurance. *In re Wells Fargo Collateral Protection Ins. Litig.*, 3:17-cv-
20 04324.
- 21 b. Assisted in the largest consumer auto industry class action settlement in U.S.
22 history, totaling over \$17 billion for classes of purchasers, lessees, and dealers
23 related to the installation of "defeat devices" on Volkswagen and Audi diesel
24 engines. *In re Volkswagen "Clean Diesel" Mktg., Sales Prac., and Prods. Liab.*
25 *Litig.*, 3:15-md-02672.
- 26 c. Assisted in the litigation and settlement of \$19 million settlement of nationwide
27 class of auto lessees who disputed undisclosed fees. *Schreiber v. Ally Financial Inc.*,
28 1:14-cv-22069.

- 1 d. Assisted in the litigation and settlement of nationwide and international classes of
2 property owners with allegedly defective roofing products, including coordination
3 with parallel *Canadian litigation. Melillo, et al. v. Building Products of Canada*
4 *Corp.*, 1:12-cv-00016.
- 5 e. Assisted in the litigation and \$103.9 million settlement of a nationwide class of
6 property owners with allegedly defective siding. *In re CertainTeed Fiber Cement*
7 *Siding*, 2:11-md-02270.
- 8 f. Assisted in the litigation and settlement of a nationwide class of property owners
9 with allegedly defective vinyl-clad windows. *Gulbankian, et al. v. MW*
10 *Manufacturers, Inc.*, 1:10-cv-10392.
- 11 g. Assisted in the litigation and settlement of a nationwide class of medical
12 professionals who purchased allegedly defective dental implants. *Yamada v. Nobel*
13 *Biocare Holding AG*, 2:10-cv-04849.
- 14 h. Assisted in the litigation and settlement of nationwide settlement over alleged
15 misrepresentations made in sale of gift cards. *Johnson v. Apple Inc.*, Case No. 1-09-
16 cv-146501.

17 39. Justin F. Marquez is a Senior Partner at Wilshire. He has filed a declaration
18 describing his experience and qualifications.

19 40. Jesenia Martinez is an Associate Attorney at Wilshire Law Firm, PLC and a member
20 of the California Bar since 2017. Ms. Martinez' current hourly rate is \$700. Ms. Martinez has
21 experience in all stages of litigation and been named as lead counsel in cases around the country.
22 Some of her notable cases include securing class certification in a matter pending in this very
23 district, *George v. Shamrock Saloon II, LLC*, Case No.1: 17-cv-06663-RA-HBP, as well as a \$12.3
24 million settlement in a consumer class action, *Kim v. Tinder, Inc.*, et al., Case No. 2:18-cv-03093-
25 JFW-AS (U.S.D.C. C.D. Cal.). Ms. Martinez obtained her Bachelor of Arts degree from Tufts
26 University and her J.D. from Southwestern Law School's accelerated program, SCALE.

27 41. Carolin K. Shining is a former Senior Associate Attorney at Wilshire Law Firm,
28 PLC and a member of the California Bar since 1999. Ms. Shining's hourly rate is \$900.00. Ms.

1 Shining has over twenty-five years of experience representing injured persons, abused elders, small
2 businesses, and consumers in class action litigation. She graduated from the University of
3 Michigan Law School in 1990. She was selected as a Southern California Super Lawyer from
4 2022 to 2024.

5 42. The reasonableness of my firm’s hourly rates is also supported by several surveys
6 of legal rates, including the following:

- 7 a. The 2022 Real Rate Report survey compiled by Wolters Kluwer, which presents the
8 real market rates of Los Angeles area attorneys who practice litigation. For that
9 category, the third quartile 2022 rate was \$1,045 per hour for partners and \$855 for
10 associates. Likewise, page 32 of the Report describes the rates charged by 183 Los
11 Angeles partners with “21 or more years of experience” and “Fewer than 21 years.”
12 For those categories, the third quartile Los Angeles partner rate in 2022 were \$1,133
13 per hour for 21 or more years and \$1,075 for attorneys with fewer than 21 years. A
14 true and correct copy of portions of the 2022 Real Rate Report is attached hereto as
15 **Exhibit 2**.
- 16 b. In an article entitled “Big Law Rates Topping \$2,000 Leave Value ‘In Eye of
17 Beholder,’” written by Roy Strom and published by Bloomberg Law on June 9,
18 2022, the author describes how Big Law firms have crossed the \$2,000-per hour
19 rate. The article also notes that law firm rates have been increasing by just under
20 3% per year. A true and correct copy of this article is attached hereto as **Exhibit 3**.

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WILSHIRE LAW FIRM, PLC'S LODESTAR AND COSTS

43. The total current lodestar for Wilshire Law Firm, PLC's attorneys is not less than the following:

Attorney	Role	Hours	Rate	Lodestar
Aziz, Cinela	Associate Attorney	1,193.0	\$700	\$835,100
Behmanesh, Jessica	Associate Attorney	864.0	\$500	\$432,000
Chen, Jesse	Associate Attorney	1,233.5	\$650	\$801,775
Coelho, Thiago	Attorney	2,610.1	\$1,000	\$2,610,100
Dart, Robert J.	Senior Associate Attorney	1,901.8	\$900	\$1,711,620
Leinbach, Jennifer M.	Associate Attorney	1,593.0	\$800	\$1,274,400
Mann, Jonas P.	Senior Associate Attorney	540.3	\$850	\$459,255
Marquez, Justin	Senior Partner	1,008.3	\$1,500	\$1,512,450
Martinez, Jesenia	Associate Attorney	133.1	\$700	\$93,170
Shining, Carolin K.	Senior Associate Attorney	1,226.4	\$900	\$1,103,760
Total		12,303.5 hrs		\$10,833,630

The above hours do not include time spent by Wilshire Law Firm, PLC's paralegals and legal assistants.

44. All the hours claimed by Plaintiff's counsel were reasonably necessary to litigate this matter. In accordance with the Los Angeles Superior Court's "Final Approval of Class Action Settlement" checklist, Wilshire Law Firm, PLC will lodge billing records for the Court's review.

45. There are additional hours devoted by me (and by my colleagues) to this litigation that are not captured in Wilshire Law Firm, PLC's timesheets, but Class Counsel does not seek to recover such hours in their Motion. I estimate that there are more than 1,000 additional hours spent by attorneys on this matter that we are not including in our lodestar. These figures also do not apply to any time spent after filing the Motion for Attorneys' Fees, Costs, and Class Representative Awards, and any follow up work related to administering the settlement.

1 46. I estimate that Wilshire Law Firm, PLC will spend another 20-30 hours on this case,
2 performing tasks such as preparing for and appearing at the Final Fairness Hearing, overseeing the
3 settlement administration process, and responding to inquiries from Class Members. Based on my
4 experience, after the notice is mailed, numerous Class Members will call my office to inquire about
5 the status of the case and to ask for further information.

6 47. As of the drafting of this motion, my office has incurred \$1,429,659.29 in expenses
7 litigating this action. These expenses were reasonably necessary to the litigation and were actually
8 incurred by my office. They should be reimbursed in full, up to the maximum amount allowed in
9 the Settlement Agreement. Attached as **Exhibit 4** to this declaration is a breakdown of costs
10 incurred by my office.

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

13 Executed on February 2, 2024, in Los Angeles, California.

14 

15 _____
16 Thiago M. Coelho

EXHIBIT 1

AMENDED SETTLEMENT AGREEMENT AND RELEASE

This Amended Settlement Agreement and Release (“Agreement”) is made by and amongst Jeff Torres and Diana Ismailyan (each a “Named Plaintiff”; together, the “Named Plaintiffs”), on behalf of themselves and the Class (as defined below) and Apple Inc., and all its past, present, and future affiliates, subsidiaries, parent companies, and related companies (“Apple”) (collectively, the “Parties,” and each individually a “Party”). The Agreement is made as of the date on which all Parties have signed this Agreement.

DEFINITIONS

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

- A. “Action” means the litigation styled *Walter Peters v. Apple Inc.*, No. 19STCV21787, filed in the Superior Court of California, County of Los Angeles.
- B. “Administrative and Notice Costs” means all fees, costs, and expenses incurred by the Settlement Administrator while carrying out its duties under this Agreement, including, without limitation: issuing notice and administering, calculating, and distributing the Net Settlement Amount to Class Members. The Settlement Administrator’s estimated Administrative and Notice Costs are set forth as Exhibit 6 to this Agreement.
- C. “Apple’s Counsel” means Apple’s counsel of record in the Action.
- D. “Attorneys’ Fees and Costs” means the amount of attorneys’ fees and reimbursement of costs and expenses awarded to Class Counsel by the Court from the Gross Settlement Amount.
- E. “The Class” means: All persons who initiated the purchase of a subscription to an app through the Apple App Store, excluding subscriptions to first-party Apple apps, during the period June 21, 2015 through January 30, 2019, while enrolled in a Family Sharing group that had at least one other member at the time of the purchase, and who Apple’s records indicate were resident in the United States at the time of the purchase. Excluded from this Class definition are all employees, officers, or agents of Defendant Apple Inc. Also excluded from this Class definition are all judicial officers assigned to this case as well as their staff and immediate families.
- F. “Class Counsel” means Justin F. Marquez and Thiago Coelho of the law firm Wilshire Law Firm, PLC.
- G. “Class Member(s)” means a person or persons who meet the criteria of the Class definition above.
- H. “Class Payment(s)” means distribution(s) from the Net Settlement Amount to Class Member(s) as set forth in Section 2.2.

- I. “Complaint” means the Fourth Amended Complaint filed in this Action, and all prior complaints filed in the Action, inclusive of those complaints filed by prior Named Plaintiff Walter Peters.
- J. “Court” means the Superior Court of California, County of Los Angeles, where the Action was filed.
- K. “Effective Date” means five days after which all of the following events and conditions of this Agreement have occurred or have been met: (a) the Court has entered a Final Approval Order approving the settlement; (b) the Court has entered Final Judgment that has become 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; and (c) Apple has transferred the Gross Settlement Amount to the Settlement Administrator. 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 provided that Apple has already transferred the Gross Settlement Amount to the Settlement Administrator; however, there is no obligation to agree to advance the Effective Date.
- L. “Email Notice” means the notice of the settlement to be emailed to all Class Members (if an email address is available), in the form attached hereto as Exhibit 1, and as set forth below.
- M. “Final Approval Hearing” means the Court hearing where the Parties will request the Final Approval Order be entered approving this Agreement, and where Class Counsel will request that the Court enter Final Judgment.
- N. “Final Approval Order” means the final order to be entered by the Court, following the Final Approval Hearing, approving the settlement. A proposed Final Approval Order is attached hereto as Exhibit 4.
- O. “Gross Settlement Amount” means an amount not to exceed twenty-five million dollars (\$25,000,000.00), which amount constitutes the total amount of non-reversionary funds that will comprise the Class Payments, Class Counsel’s Attorneys’ Fees and Costs, Administrative and Notice Costs, any Incentive Awards to Named Plaintiffs, and any distribution to the *cy pres* recipient as outlined in Section 2.4.
- P. “Final Judgment” means a document labeled by the Court as such and that has the effect of a judgment under California Rules of Court 3.771 and Code of Civil Procedure § 680.230. A proposed Final Judgment is attached hereto as Exhibit 5.
- Q. “Incentive Award” means any monetary award to the Named Plaintiffs that the Court may choose to grant upon application by Class Counsel for any settlement payment that Named Plaintiffs would not otherwise be entitled to as a Class Member.

- R. “Net Settlement Amount” means the Gross Settlement Amount, minus Class Counsel’s Attorneys’ Fees and Costs, Administrative and Notice Costs, and any Incentive Awards to the Named Plaintiffs.
- S. “Notice Date” shall be 60 days from the entry of the Preliminary Approval Order and shall be the date on which the Settlement Administrator will commence the transmission of the Email Notice and the publication of the Website Notice.
- T. “Objection and Opt-Out Deadline” means the date by which a Class Member must submit a Written Objection or an opt-out request to the Settlement Administrator. The Objection and Opt-Out Deadline shall be 90 days after the Notice Date.
- U. “Objector” means a person or entity who is a Class Member who submits a Written Objection.
- V. “Postcard Notice” means the notice of the settlement to be mailed to Class Members to whom the Email Notice is not successfully delivered, in the form attached hereto as Exhibit 2, and as set forth below.
- W. “Preliminary Approval Order” means the Court’s order preliminarily approving the Agreement.
- X. “Settlement Administrator” means KCC Class Action Services LLC, an independent settlement administrator, or any such administrator agreed to by the Parties and approved by the Court to provide notice and administer the settlement of this Action.
- Y. “Settlement Website” means a publicly accessible website created and maintained by the Settlement Administrator at the URL www.PetersFamilySharingPlan.com for the purpose of providing the Class with notice of and information about the proposed settlement. The Settlement Website shall be maintained from at least the Notice Date until 60 days after the Effective Date.
- Z. “Website Notice” means the notice of the settlement to be displayed to all Class Members in connection with the Agreement on the Settlement Website maintained by the Settlement Administrator, in the form attached hereto as Exhibit 3, and as set forth in Section 6.3 below.
- AA. “Written Objection” means the written notice that a Class Member may submit to the Court objecting to the Agreement.

RECITALS

WHEREAS, on June 21, 2019, Plaintiff Walter Peters filed the initial complaint in the Action. The initial complaint alleged that Apple made misrepresentations to consumers regarding the ability to share subscriptions to third-party apps using Apple’s Family Sharing feature. Plaintiff Peters alleged causes of action for intentional misrepresentation; negligent misrepresentation; negligence; false advertising in violation of the federal Lanham Act, 15 U.S.C. § 1125(a); and violations of California’s False Advertising Law (“FAL”), Unfair Competition Law

("UCL"), and Consumer Legal Remedies Act ("CLRA"). On September 3, 2019, Plaintiff Peters filed a First Amended Complaint that omitted the prior Lanham Act claim but alleged all of the remaining causes of action in the initial Complaint.

WHEREAS, Apple demurred to the First Amended Complaint on September 23, 2019. On October 24, 2019, the Court sustained the demurrer with leave to amend as to the causes of action for intentional misrepresentation, negligent misrepresentation, violation of the CLRA, and negligence. The Court overruled the demurrer as to the causes of action for violations of the FAL and the UCL. Plaintiff Peters filed a Second Amended Complaint on November 7, 2019, in which he alleged causes of action for intentional misrepresentation, negligent misrepresentation, and violations of the FAL and UCL, and Apple answered the Second Amended Complaint on November 21, 2019.

WHEREAS, Plaintiff Peters subsequently dismissed his claims, and Class Counsel filed a Third Amended Complaint on behalf of Named Plaintiffs and a third Plaintiff, Robert Alan Leder, on September 23, 2020. The Third Amended Complaint alleged the same causes of action as the Second Amended Complaint, and Apple answered this Complaint on October 23, 2020. Plaintiff Leder subsequently voluntarily dismissed his claims on April 3, 2022.

WHEREAS, on March 14, 2022, the Named Plaintiffs sought to certify a California-wide class, for the period June 21, 2015 through January 30, 2019. The Parties fully briefed the motion for class certification.

WHEREAS, the Parties have investigated the facts and have analyzed the relevant legal issues regarding the claims and defenses asserted in this Action, including through significant motion practice and extensive fact and expert discovery. After the motion for class certification was fully briefed, the Parties also conducted a mediation before the Hon. Edward A. Infante (Ret.), on January 25, 2023, and continued to negotiate with Judge Infante's assistance during the following months.

WHEREAS, the Named Plaintiffs have filed the Complaint as an exhibit to the Parties' stipulation to amend, and the Complaint seeks to assert the same causes of action as the Third Amended Complaint on behalf of a nationwide class.

WHEREAS, Class Counsel and the Named Plaintiffs believe that the claims asserted in the Action have merit and have examined and considered the benefits to be obtained under this Agreement, the risks associated with the continued prosecution of this complex and time-consuming litigation, and the likelihood of ultimate success on the merits, and have concluded that the settlement is fair, adequate, reasonable, and in the best interests of the Class.

WHEREAS, Apple has at all times denied and continues to deny any and all alleged wrongdoing or liability. Specifically, Apple denies that it made any misleading misrepresentations with respect to the sharing of third-party subscriptions using Family Sharing or that the Named Plaintiffs or Class have suffered any injury or damages or are entitled to any restitution. Even so, taking into account the uncertainty and risks inherent in litigating this case, Apple has concluded that continuing to defend this Action would be burdensome and expensive. Apple enters into this Agreement without in any way acknowledging any fault, liability, or wrongdoing of any kind.

WHEREAS, the Parties desire to settle the Action in its entirety as to the Named Plaintiffs, the Class, and Apple with respect to all claims arising out of the facts underlying and alleged in this Action. The Parties intend this Agreement to bind Named Plaintiffs (both as the class representatives and individually), Apple, Class Counsel, and all Class Members.

WHEREAS, on June 28, 2023, the Parties executed an agreement providing for settlement of the Action (the “Initial Agreement”).

WHEREAS, on June 30, 2023, Plaintiffs moved for entry of an order granting preliminary approval of the Initial Agreement (the “Preliminary Approval Motion”).

WHEREAS, on August 23, 2023, following a hearing on the Preliminary Approval Motion, the Court directed the Parties make certain revisions to the Initial Agreement and for the Parties to submit supplemental briefing regarding certain provisions of the settlement’s structure.

In light of the foregoing, for good and valuable consideration, the Parties, and each of them, hereby warrant, represent, acknowledge, covenant, and agree, subject to approval by the Court, as follows:

1. CONFIDENTIALITY

- 1.1 Protective Order Compliance. The Parties must comply with all portions of the Stipulated Protective Order Regarding the Disclosure and Use of Discovery Materials dated February 16, 2021.
- 1.2 Confidentiality of Agreement. Until such time as Class Counsel files this Agreement with the Court for purposes of seeking preliminary approval of the settlement, the Parties agree to maintain the terms and conditions of this Agreement and the communications leading to its execution confidential. The communications and discussions relating to this Agreement are further covered by mediation and settlement privileges. Until such time as Class Counsel files this Agreement with the Court for purposes of seeking preliminary approval of the settlement, the Parties may state publicly, only if asked without having instigated the question, only that the Parties have reached an agreement in principle to resolve this Action. Notwithstanding the foregoing, each Party may disclose the terms and conditions of this Agreement: **(a)** pursuant to a court order or valid subpoena; **(b)** to the Parties’ respective insurers, legal, tax, accounting, or similar professional advisors; **(c)** to bona fide prospective investors and acquirers under a written non-disclosure agreement; **(d)** upon written agreement of all of the Parties; or **(e)** as is necessary to enforce this Agreement.

2. CONSIDERATION FOR SETTLEMENT AND CLASS PAYMENTS

- 2.1 Apple’s Financial Commitment. Apple’s total financial commitment under this Agreement shall not exceed the Gross Settlement Amount of \$25,000,000.00. Apple shall have no other financial obligations under this Agreement.
- 2.2 Class Payments to Class Members. Within 30 days of the Effective Date, the Settlement Administrator shall distribute the Class Payments to Class Members. Each Class Member

who elects to receive a Class Payment will receive either \$30 or, if necessary, a pro rata portion of the Net Settlement Amount less than \$30; provided, however, that if, following the expiration of the deadline for Class Members to elect to receive payment, it appears that the Net Settlement Amount minus the sum of all Class Payments will exceed \$10,000, then each Class Member who elects to receive a Class Payment will receive either \$50 or, if necessary, a pro rata portion of the Net Settlement Amount less than \$50. In no event shall the Class Payment amount exceed \$50 per Class Member, regardless of how many Class Members elect to receive payment. All Class Members will receive the same Class Payment amount. Checks sent to Class Members in connection with the Class Payments will expire 90 days from the date they are mailed, if not otherwise negotiated.

- 2.3 Payment Method. In the Email Notice, Postcard Notice, and Website Notice, Class Members will be notified of the Agreement and each will be given the option of providing information to the Settlement Administrator to receive the Class Payment by ACH transfer or by check; a proposed form for Class Members to elect their preferred payment method is attached as Exhibit 7. In the event a Class Member does not elect to receive the Class Payment by ACH transfer or check by providing the necessary information to the Settlement Administrator within 90 days of the Notice Date, the Class Member will not receive any payment in connection with the Agreement. In the event a Class Member does not elect to receive payment by providing the necessary information to the Settlement Administrator within 90 days of the Notice Date, unless the Class Member elects to exclude themselves through the procedure set out in Section 5, *infra*, the Class Member will nonetheless be bound by the Agreement, including the releases set out in Section 8, *infra*.
- 2.4 Distribution of Any Remainder. The Parties recognize that certain Class Members may not elect to receive Class Payments, and that Class Members who request and receive Class Payments by check may not cash or deposit their checks within the 90 days before which such checks expire. Accordingly, the Parties further recognize that there may be a remainder in the Net Settlement Amount. On or about 120 days after Class Payments have been mailed, the Settlement Administrator will determine the amount of any remainder in the Net Settlement Amount, taking into consideration any further anticipated Administrative and Notice Costs that the Settlement Administrator may incur (the "Net Settlement Amount Remainder"). The Settlement Administrator will then cause the Net Settlement Amount Remainder to be paid to the Consumer Federation of America, or such other equivalent organization agreed to by the Parties and approved by the Court, as the *cy pres* recipient of the Agreement. The Parties believe that, in light of the Consumer Federation of America's mission and activities, its receipt of any *cy pres* award would appropriately advance the Parties' goal of distributing the Gross Settlement Amount in a manner beneficial to the Class.

3. OBTAINING COURT APPROVAL OF THE AGREEMENT

- 3.1 Preliminary Approval. The Parties agree to recommend approval of the Agreement to the Court as fair and reasonable and to undertake their best efforts to obtain such approval. The Parties therefore agree that they shall submit this Agreement, together with its exhibits, to the Court and shall apply for entry of a Preliminary Approval Order based on the

Preliminary Approval Motion and all further supplemental briefing ordered by the Court or that the Parties may submit.

- 3.2 Content and Filing of Supplemental Briefing. Plaintiffs filed the Preliminary Approval Motion on June 30, 2023. The Parties shall file supplemental briefing as ordered by the Court at the August 23, 2023 hearing on the Preliminary Approval Motion. Such supplemental briefing shall be written in a neutral manner that does not contain inflammatory language about the Parties, the allegations or defenses asserted in the Action, or the Parties' perceived conduct in the Action. The Parties may provide to one another feedback concerning such supplemental briefing, and they agree to meet and confer in good faith regarding any such feedback. Any Party may file further supplemental briefing in connection with the Preliminary Approval Motion.
- 3.3 Final Approval and Final Judgment. In accordance with the schedule set forth in the Preliminary Approval Order, Class Counsel shall draft and file the motion requesting final approval of the settlement (the "Final Approval Motion"), the Proposed Final Approval Order, and the Proposed Final Judgment and shall provide those drafts to Apple's Counsel at least 20 days before filing such motion with the Court. Apple may provide feedback concerning these drafts, and Class Counsel will meet and confer with Apple in good faith regarding Apple's feedback. Additionally, Apple may file supplemental briefing in connection with the Named Plaintiffs' Final Approval Motion.
- 3.4 Failure to Approve Agreement. In the event that the Agreement is not approved, or in the event that its approval is conditioned on any modifications (including modifications to the proposed form and method of notice) that are not acceptable to Apple, then, at Apple's election, (a) this Agreement shall be null and void and of no force or effect and (b) any release shall be of no force or effect, except for Section 1, which shall remain in full force. In such event, the Action will revert to the status that existed before the Agreement's execution date, the Parties shall each be returned to their respective procedural postures, and neither the Agreement nor any facts concerning its negotiation, discussion, terms, or documentation shall be admissible in evidence for any purpose in this Action or in any other litigation.

4. OBJECTIONS

- 4.1 Written Objections. Any Class Member who has not submitted a timely written opt-out request and who wishes to object to the fairness, reasonableness, or adequacy of the settlement, the Attorneys' Fees and Costs award, or the Incentive Award may comply with the below requirements.
- 4.2 Content of Written Objections. All Written Objections must be in writing and any Written Objections must:
 - (1) Clearly identify the case name and number, *Walter Peters v. Apple Inc.*, No. 19STCV21787;
 - (2) Include the full name, address, telephone number, and email address of the person objecting;

(3) Include the full name, address, telephone number, and email address of the Objector's counsel (if the Objector is represented by counsel); and

(4) State the grounds for the Objection.

4.3 Submission of Written Objections. Any Written Objections from Class Members regarding the proposed Agreement must be submitted by mail to the Settlement Administrator.

4.4 Deadline for Written Objections. Written Objections must be submitted by the Objection and Exclusion Deadline. If submitted by U.S. mail or other mail services, Written 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 shall be the exclusive means used to determine whether a Written Objection has been timely submitted.

4.5 Attendance at Final Approval Hearing. Any Objector also has the option to appear and request to be heard at the Final Approval Hearing, either in person or through the Objector's counsel, whether or not they have submitted a timely Written Objection. Class Counsel does not represent Objectors in connection with any objection to this Agreement and the settlement.

4.6 Objectors' Attorneys' Fees and Costs. Objectors shall be solely responsible for their attorneys' fees and costs. In no event shall Apple be responsible for more than the Gross Settlement Amount.

4.7 No Solicitation of Settlement Objections. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit Written Objections or otherwise object to the settlement or encourage an appeal from the Court's Final Approval Order.

4.8 Objector List. No later than 14 days after the Objection and Opt-Out Deadline, the Settlement Administrator shall provide Class Counsel and Apple's Counsel with all valid and timely Written Objections submitted by Objectors.

5. OPT-OUT PROCEDURES

5.1 Opt-Out Right. The Email Notice, Postcard Notice, and Website Notice shall advise all Class Members of their right to opt out of the Agreement. Class Members who opt out will not be bound by the Agreement.

5.2 How to Request to Opt Out. To opt out of the settlement, Class Members must timely submit a written request by postal mail to the Settlement Administrator.

5.3 Deadline to Request to Opt Out. For a Class Member to opt out of the settlement, the Class Member's written opt-out request must be received by the Objection and Opt-Out Deadline.

- 5.4 Content of Opt-Out Request. All opt-out requests and any supporting papers must be in writing and must:
- (1) Clearly identify the case name and number, *Walter Peters v. Apple Inc.*, No. 19STCV21787;
 - (2) Include the full name, address, telephone number, and email address of the person requesting to opt out; and
 - (3) Clearly indicate an intent to opt out of the Agreement.
- 5.5 Effect of Opting Out. Any person or entity who falls within the definition of the Class and who validly and timely requests to opt out of the settlement shall not be a Class Member; shall not be bound by the Agreement; shall not be eligible to receive any benefit under the terms of the Agreement, including a Class Payment; and shall not be entitled to submit a Written Objection to the settlement or object in person at the Final Approval Hearing. In the event that a Class Member timely submits both a Written Objection and an opt-out request, the opt-out request shall prevail and the Written Objection shall be null and void.
- 5.6 Opt-Out List. No later than 14 days after the Objection and Opt-Out Deadline, the Settlement Administrator shall provide Class Counsel and Apple's Counsel with the number and identity of the persons who have timely and validly opted out of the settlement.
- 5.7 Option to Terminate. If the number of Class Members who opt out of the Class exceeds more than 1,000 Class Members, Apple, in its sole discretion, may elect to terminate this Agreement, in which case the entire Agreement shall be null and void, except for Sections 1, which shall remain in full force. In such event, the Action will revert to the status that existed before the Agreement's execution date, the Parties shall each be returned to their respective procedural postures, and neither the Agreement nor any facts concerning its negotiation, discussion, terms, or documentation shall be admissible in evidence for any purpose in this Action or in any other litigation. Alternatively, Apple may elect to waive this condition and proceed with the Agreement.

6. SETTLEMENT ADMINISTRATION

- 6.1 Administration of Notice. The Settlement Administrator shall administer the Email Notice, Postcard Notice, and Website Notice described herein and pursuant to the Preliminary Approval Order.
- 6.2 Class Member Contact Information. Within 14 days of entry of a Preliminary Approval Order, Apple will provide to the Settlement Administrator the names and email addresses for all Class Members for whom it has records. The Settlement Administrator shall keep the Class Members' identities and contact information strictly confidential and shall only use them for purposes of administering this Agreement.
- 6.3 Form and Method of Notice. The Parties agree upon, and will request the Court's approval of, the following forms and methods of notice to the Class:

- (1) The Settlement Administrator shall establish and maintain the Settlement Website. The Settlement Website will include case-related documents, including, but not limited to, the operative Complaint, this Agreement, the Website Notice, the Preliminary Approval Order, Class Counsel's Motion for Attorneys' Fees and Costs, information on how to submit a Written Objection or request to opt out, contact information for Class Counsel and the Settlement Administrator, and the Notice of Final Judgment.
 - (2) The Settlement Administrator shall email to each Class Member for whom Apple has an email address a copy of the Email Notice. The Email Notice shall inform Class Members of the fact of the Agreement and that further information is available on the Settlement Website.
 - (3) The Settlement Administrator shall send the Postcard Notice to all Class Members to whom the Settlement Administrator sent the Email Notice but for whom the Settlement Administrator receives an uncured hard-bounce-back message. The Postcard Notice shall inform Class Members of the fact of the Agreement and that further information is available on the Settlement Website. Before mailing the Postcard Notice, the Settlement Administrator shall update the mailing addresses provided by Apple with the National Change of Address database. If the Postcard Notice is returned as undeliverable, the Settlement Administrator shall perform a skip trace search and shall make one attempt to re-mail the Postcard Notice as soon as possible before the Response Deadline. It will be conclusively presumed that the intended recipients received the Postcard Notice if the mailed Postcard Notices have not been returned to the Settlement Administrator as undeliverable within 15 calendar days of mailing.
 - (4) The Website Notice will also be available to all Class Members on the Settlement Website.
 - (5) The Settlement Website shall explain how Class Payments will be distributed, including that Class Members will be given the option of providing information within 90 days of the Notice Date to the Settlement Administrator to receive a Class Payment by either ACH transfer or by check, and that Class Members who elect not to do so will not receive a Class Payment.
- 6.4 Notice of Procedures to Request to Opt Out or Submit Written Objection. The Email Notice, Postcard Notice, and Website Notice shall provide information on the procedure by which Class Members opt out of the Class or submit a Written Objection to the Agreement.
- 6.5 Administrative and Notice Costs. The Settlement Administrator will perform all settlement administration duties required by the Agreement. The Administrative and Notice Costs shall cover all costs and expenses related to the settlement administration functions to be performed by the Settlement Administrator, including providing the Email Notice, Postcard Notice, and Website Notice and performing the other administration processes described in this Agreement. In the event that unanticipated costs and expenses arise in

connection with the notice and/or administration process, the Settlement Administrator shall promptly raise the matter with Apple's Counsel and Class Counsel as soon as practicable after becoming aware of the unanticipated costs and expenses. The Administrative and Notice Costs shall be paid for exclusively from the Gross Settlement Amount. Apple shall under no circumstances be responsible for any Administration and Notice Costs in excess of its contribution to the Gross Settlement Amount.

7. ATTORNEYS' FEES AND COSTS AND INCENTIVE AWARD

- 7.1 Class Counsel's Attorneys' Fees and Costs. Class Counsel will apply by motion to the Court seeking a portion of the Gross Settlement Amount as payment for their Attorneys' Fees and Costs incurred in connection with prosecuting the Action (the "Motion for Attorneys' Fees and Costs"). The Motion for Attorneys' Fees and Costs may seek an amount not to exceed \$8,333,333.33 in attorneys' fees and up to \$2,000,000 in costs. Class Counsel's Motion for Attorneys' Fees and Costs shall be filed at least 35 days before the Objection and Opt-Out Deadline and shall be posted on the Settlement Website within 3 days of its filing. Apple expressly reserves the right to oppose the Motion for Attorneys' Fees and Costs for any reason at its discretion.
- 7.2 Incentive Awards. Class Counsel may also apply for an Incentive Award of no more than \$15,000.00 for each Named Plaintiff. Any Incentive Award is not a measure of damages whatsoever but is solely an award for the Named Plaintiffs' service. For tax purposes, any Incentive Award will be treated as a 100% non-wage claim payment. Class Counsel shall provide a Form W-9 for the Named Plaintiff receiving an Incentive Award within 60 days after the Effective Date. The Settlement Administrator shall issue an IRS Form 1099-MISC for any Incentive Award payments to Named Plaintiffs. The Settlement Administrator shall wire any Incentive Awards to accounts specified by Class Counsel no later than 90 days after the Effective Date. Apple expressly reserves the right to oppose the requested Incentive Awards for any reason at its discretion.
- 7.3 Limitation on Further Payments. Apple shall not be liable for any additional fees or expenses of the Named Plaintiffs or any Class Member in connection with the Action. Class Counsel agree that they will not seek any additional fees or costs from Apple in connection with the Action or the Agreement beyond the approved Attorneys' Fees and Costs award.

8. RELEASES AND WARRANTIES

- 8.1 Release of Claims. As of the Effective Date, Named Plaintiffs and each member of the Class who have not timely requested to opt out from the Class, and each of their respective successors, assigns, legatees, heirs, and personal representatives, will be deemed to have released Apple and its past, present, and future successors and predecessors in interest, subsidiaries, affiliates, direct or indirect parents, wholly or majority-owned subsidiaries, divisions, affiliated and related entities, partners and privities, and each of Apple's past, present, and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, insurers, and reinsurers, as well as each developer, marketer, and publisher of apps on Apple's App Store (the

“Released Parties”), of all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys’ fees, of any nature whatsoever, under any law, including but not limited to any federal common or statutory law or any state’s common or statutory law, known or unknown, in law or equity, fixed or contingent, which they have or may have that are alleged or based upon facts that are alleged in the operative Complaint, including but not limited to any alleged confusion regarding the ability to share subscriptions through Family Sharing (the “Released Claims”).

- 8.2 Waiver of California Civil Code § 1542 Provisions. In addition to the release set out in Section 8.1, *supra*, the Named Plaintiffs generally release the Released Parties and expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code § 1542, or any other similar provision under federal or state law. The Named Plaintiffs understand that California Civil Code § 1542 states:

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.

The Named Plaintiffs expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable, or equivalent to Section 1542, to the fullest extent that they may lawfully waive such rights or benefits. In connection with such waiver and relinquishment, the Named Plaintiffs hereby acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those that they now know or believe exist, but that it is their intention to hereby fully, finally, and forever settle and release all of their claims known or unknown, suspected or unsuspected, that they have against the Released Parties. In furtherance of such intention, the release herein given by the Named Plaintiffs to the Released Parties shall be and remain in effect as a full and complete general release notwithstanding the discovery or existence of any such additional different claims or facts. Each Named Plaintiff expressly acknowledges that he/she has been advised by his/her attorney of the contents and effect of Section 1542, and with knowledge, each of the Named Plaintiffs hereby expressly waives whatever benefits he/she may have had pursuant to such section. Named Plaintiffs shall be deemed by operation of the Final Approval Order and Final Judgment to have acknowledged that the foregoing waiver was separately bargained for and a material element of this Agreement.

- 8.3 Finality of Class Payments. The amount of the Class Payment pursuant to this Agreement shall be deemed final and conclusive against all Class Members who shall be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action and the releases provided for herein.

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

9. **APPLE'S DENIAL OF LIABILITY; AGREEMENT AS DEFENSE IN FUTURE PROCEEDINGS**

9.1 No Admission of Liability. Apple has indicated its intent to vigorously contest each and every claim in the Action and continues to vigorously deny all of the material allegations in the Action. Apple enters into this Agreement without in any way acknowledging any fault, liability, or wrongdoing of any kind. Apple nonetheless has concluded that it is in its best interests that the Action be settled on the terms and conditions set forth herein in light of the expense that would be necessary to defend the Action, the benefits of disposing of protracted and complex litigation, and the desire of Apple to conduct its business unhampered by the distractions of continued litigation. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by Apple of the truth of any of the allegations in this Action, or of any liability, fault, or wrongdoing of any kind.

9.2 Inadmissibility of Agreement to Establish Liability. 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.

9.3 Admissibility of Agreement as Defense to Released Claims. To the extent permitted by law, the Agreement may be pleaded 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 in connection with the Released Claims.

10. **MISCELLANEOUS**

10.1 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 by written agreement of the Parties' counsel without notice to the Class Members.

10.2 Integration. This Agreement, including all exhibits, constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

10.3 Governing Law and Venue. This Agreement shall be construed in accordance with, and be governed by, the laws of the State of California, without regard to the principles thereof regarding choice of law. Any and all disputes arising out of or related to the settlement or

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

- 10.4 Gender and Plurals. As used in this Agreement, masculine, feminine, or gender-neutral terms, and singular or plural terms, shall each be deemed to include the others whenever the context so indicates.
- 10.5 Survival of Warranties and Representations. The warranties and representations of this Agreement are deemed to survive the Agreement's date of execution.
- 10.6 Representative Capacity. Each person executing this Agreement in a representative capacity represents and warrants that they are empowered to do so.
- 10.7 Counterparts and Electronic Signatures. 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. Scanned, PDF, electronically-signed, and facsimile copies will be treated as originals for all purposes.
- 10.8 Cooperation of Parties. The Parties 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 implement the Agreement.
- 10.9 Execution Voluntary. 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 the 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 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.

10.10 Notices.

- 10.10.1 All notices to Class Counsel provided for herein shall be sent by email and a hard copy sent by overnight mail to Class Counsel:

Justin F. Marquez
Thiago Coelho
Wilshire Law Firm, PLC
3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010
justin@wilshirelawfirm.com

thiago@wilshirelawfirm.com

10.10.2 All notices to Apple provided for herein shall be sent by email and a hard copy sent by overnight mail to:

Michelle C. Doolin
Cooley LLP
10265 Science Center Drive
San Diego, CA 92121
mdoolin@cooley.com

10.10.3 The notice recipients and addresses designated above may be changed by written notice pursuant to this Section.

10.11 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.

10.12 Prior Agreements Superseded. This Agreement supersedes and renders null and void all prior agreements regarding settlement of the Action, including without limitation the Initial Agreement.

The Parties have agreed to the terms of this Agreement and have signed below.

Dated: 9/21/2023

JEFF TORRES

DocuSigned by:



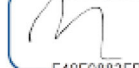
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Jeff Torres
Named Plaintiff and Class Representative

Dated: 9/21/2023

DIANA ISMAILYAN

DocuSigned by:



F46E883E68D42D

Diana Ismailyan
Named Plaintiff and Class Representative

Dated: September 21, 2023

WILSHIRE LAW FIRM, PLC



Thiago Coelho
Class Counsel

Dated:

APPLE INC.

Heather Grenier
Vice President, Legal
Apple Inc.

Only as to Form:

Dated:

COOLEY LLP

Michelle Doolin
Counsel for Apple Inc.

The Parties have agreed to the terms of this Agreement and have signed below.

Dated:

JEFF TORRES

Jeff Torres
Named Plaintiff and Class Representative

Dated:

DIANA ISMAILYAN

Diana Ismailyan
Named Plaintiff and Class Representative

Dated:

WILSHIRE LAW FIRM, PLC

Thiago Coelho
Class Counsel

Dated: *September 21,*
2023

APPLE INC.


Heather Grenier
Vice President, Legal
Apple Inc.

Only as to Form:
Dated:

COOLEY LLP

Michelle Doolin
Counsel for Apple Inc.

The Parties have agreed to the terms of this Agreement and have signed below.

Dated:

JEFF TORRES

Jeff Torres
Named Plaintiff and Class Representative

Dated:

DIANA ISMAILYAN

Diana Ismailyan
Named Plaintiff and Class Representative

Dated:

WILSHIRE LAW FIRM, PLC

Thiago Coelho
Class Counsel

Dated:

APPLE INC.

Heather Grenier
Vice President, Legal
Apple Inc.

Only as to Form:

Dated: September 22, 2023

COOLEY LLP


Michelle Doolin
Counsel for Apple Inc.

Exhibit 1

IN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

IF YOU WERE ENROLLED IN AN APPLE FAMILY SHARING GROUP WITH AT LEAST ONE OTHER MEMBER AND PURCHASED A SUBSCRIPTION TO AN APP IN THE APPLE APP STORE AT ANY POINT BETWEEN JUNE 21, 2015 AND JANUARY 30, 2019, YOU SHOULD READ THIS NOTICE. IT MAY AFFECT YOUR LEGAL RIGHTS.

The Superior Court for the State of California authorized this notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

A settlement has been reached with Apple Inc. ("Apple" or "Defendant") in a class action lawsuit (the "Lawsuit") alleging that Apple misrepresented the ability to use its Family Sharing feature to share subscriptions to apps. Apple denies that it made any misleading misrepresentations and denies all allegations of wrongdoing.

You may be included in this settlement as a "Class Member" and entitled to receive a payment called a "Class Payment" if you were enrolled in a Family Sharing group with at least one other person between June 21, 2015 and January 30, 2019, were a U.S. resident during that time, and purchased a subscription to an app (other than one published by Apple) through the App Store during that time. Together, all Class Members are collectively referred to as the "Class."

YOUR RIGHTS ARE AFFECTED WHETHER YOU ACT OR DON'T ACT. READ THIS NOTICE CAREFULLY.

These rights and options — and the deadlines to exercise them — are explained in this notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Stay in the Class <i>The deadline to choose to receive payment is [INSERT]</i>	<p>The parties to the Lawsuit have settled for \$25 million. If you received a notification from the independent Settlement Administrator about the Lawsuit, that means that you may be a Class Member. If you are a Class Member and would like to receive a Class Payment, you must choose to receive a Class Payment by either ACH transfer or by check. If you do not inform the Settlement Administrator that you wish to receive a Class Payment by ACH transfer or by check by providing the necessary information by [INSERT], you will not receive a Class Payment. You can choose to receive a Class Payment by visiting www.PetersFamilySharingPlan.com.</p> <p>If you decide to stay in the Class, you will give up the right to sue Apple in a separate lawsuit related to the subject matter of the claims in the Lawsuit. The rights you are giving up are called the "Released Claims" and they are described in more detail in Section 8 of the Settlement Agreement available at</p>

	<p>www.PetersFamilySharingPlan.com. Unless you opt out of the class, as described in more detail in this notice, you will be part of the Class and will give up your right to sue Apple in a separate lawsuit related to the subject matter of the claims this settlement resolves, even if you do not choose to receive a Class Payment.</p>
<p>Opt Out of the Settlement</p> <p><i>The deadline to opt out is [INSERT]</i></p>	<p>If you decide to opt out of this settlement, you will keep the right to sue Apple at your expense in a separate lawsuit related to the subject matter of the claims this settlement resolves, but you give up the right to get a Class Payment from this settlement.</p> <p>This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Apple related to the subject matter of the claims in this Lawsuit. If you opt out of this settlement and the settlement is approved, you will no longer be represented by the lawyers who represent the Class, known as “Class Counsel.”</p>
<p>Object to the Settlement</p> <p><i>The deadline to submit a written objection is [INSERT]</i></p>	<p>If you do not opt out of the settlement, you may object to it in writing or by asking the court for permission to speak at the final approval hearing on [INSERT].</p> <p>The Court’s decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs, the individuals who pursued the Lawsuit on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Class Members. Class Counsel will seek up to \$8,333,333.33 in attorneys’ fees and \$2,000,000 in costs, and up to \$15,000 each for the Class Representatives for their services. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable.</p> <p>If the settlement is approved by the Court following your objection, you may still be able to receive a Class Payment if you have provided the Settlement Administrator the necessary information.</p>
<p>Go to a Hearing on [INSERT]</p>	<p>You may ask the Court for permission to speak at the final approval hearing where the parties will request that the final approval order be entered approving the settlement. You may object to the settlement and ask to speak at the final approval hearing, and, if the settlement is approved by the</p>

	Court, you may still be able to receive a Class Payment if you have provided the Settlement Administrator the necessary information.
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The Court overseeing this case still has to decide whether to approve the settlement.

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, you may (1) see the Settlement Agreement and other important documents available at www.PetersFamilySharingPlan.com; (2) contact Class Counsel representing the Class Members (contact information listed below); (3) access the Court docket in this case, for a fee, through the Court's electronic docket system at www.lacourt.org; or (4) call (213) 830-0800 to make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse at 111 N. Hill Street, Los Angeles, California 90012.

Class Counsel:

Justin F. Marquez and Thiago Coelho

justin@wilshirelawfirm.com

thiago@wilshirelawfirm.com

855-977-9094

Wilshire Law Firm, PLC

3055 Wilshire Blvd., 12th Floor

Los Angeles, CA 90010

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS NOTICE, THIS SETTLEMENT, OR THE PROCESS FOR RECEIVING A CLASS PAYMENT.

Exhibit 2

***A California Superior Court authorized this notice. Read it carefully!
It's not an advertisement or solicitation by a lawyer. You are not being sued.***

If you were enrolled in an Apple Family Sharing group and purchased a subscription to an app, you could be included in a class action settlement.

A proposed settlement has been reached in a class action lawsuit filed against Apple Inc., resolving claims alleging that Apple misrepresented the ability to use its Family Sharing feature to share subscriptions to apps. The Superior Court of the State of California, Los Angeles County has authorized this notice. The Court will hold a hearing on [INSERT] to consider whether to approve the settlement.

Please read this entire notice carefully, as your rights may be affected by the settlement.

What is this case about? The name of the lawsuit is *Peters v. Apple Inc.*, No. 19STCV21787, pending in the Superior Court of the State of California, County of Los Angeles. The lawsuit alleges that Apple misrepresented to users their ability to use Family Sharing to share subscriptions to certain apps with other members of their Family Sharing groups. Apple maintains that it did nothing wrong and denies that it made any misleading misrepresentations. The Court has not decided in favor of either party. Instead, the Class Representatives and Apple agreed to a settlement. The proposed settlement is not an admission by Apple of the truth of any of the allegations in the lawsuit.

Are you included in the Class? You may be included in the Class if you were enrolled in a Family Sharing group with at least one other person between June 21, 2015 and January 30, 2019, were a U.S. resident during that time, and purchased a subscription to an app (other than one published by Apple) through the App Store during that time.

What can you get from the settlement and how can you claim payment? Under the settlement, Apple will deposit \$25,000,000 into a settlement fund. This settlement fund will be used to make payments to class members, as well to as pay Class Counsel's court-authorized attorneys' fees and costs, provide a payment to the Class Representatives, and pay the cost of providing notice to the Class and administering the settlement. If you would like to receive a payment, you must inform the settlement administrator by [INSERT] by visiting www.PetersFamilySharingPlan.com. The actual amount of each settlement payment will be determined by the number of Class Members who choose to receive payment, and by the amount that the Court approves as payment to Class Counsel, the Class Representatives, and the settlement administrator.

What are your other options? If you do not want to participate in this settlement, you need to opt out. If you exclude yourself, you will not get any money from this settlement, but you will keep your right to sue Apple on your own over the claims resolved by this settlement. If you stay in the Class but do not like the settlement, you may object to any part of the settlement either by mailing a written objection to the settlement administrator or appearing at the final approval hearing where the Court will decide whether to approve the settlement. Written requests to opt

out or object must be submitted by [INSERT]. Go to www.PetersFamilySharingPlan.com for more information on how to opt out or object.

The Court will hold the final approval hearing on [INSERT], at [INSERT], at the Spring Street Courthouse, Department 6, 312 North Spring Street, Los Angeles, CA 90012. At the final approval hearing, Judge Elihu M. Berle will consider whether to approve the settlement and a request by the lawyers representing all Class Members (Wilshire Law Firm, PLC) for up to \$8,333,333.33 in attorneys' fees and \$2,000,000 in costs, and for the Class Representatives' request for up to \$15,000 each for their services. You may attend the hearing and ask to speak, but you don't have to.

Where can you get more information? This notice is only a summary. For more information on this lawsuit, please visit the settlement website at www.PetersFamilySharingPlan.com or call the settlement administrator at [INSERT TOLL-FREE NUMBER].

Exhibit 3

IN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

IF YOU WERE ENROLLED IN AN APPLE FAMILY SHARING GROUP WITH AT LEAST ONE OTHER MEMBER AND PURCHASED A SUBSCRIPTION TO AN APP IN THE APPLE APP STORE AT ANY POINT BETWEEN JUNE 21, 2015 AND JANUARY 30, 2019, YOU SHOULD READ THIS NOTICE. IT MAY AFFECT YOUR LEGAL RIGHTS.

The Superior Court for the State of California authorized this notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

A settlement has been reached with Apple Inc. ("Apple" or "Defendant") in a class action lawsuit (the "Lawsuit") alleging that Apple misrepresented the ability to use its Family Sharing feature to share subscriptions to apps. Apple denies that it made any misleading misrepresentations and denies all allegations of wrongdoing.

You may be included in this settlement as a "Class Member" and entitled to receive a payment called a "Class Payment" if you were enrolled in a Family Sharing group with at least one other person between June 21, 2015 and January 30, 2019, were a U.S. resident during that time, and purchased a subscription to an app (other than one published by Apple) through the App Store during that time. The criteria to be a Class Member are defined more fully in the answer to Question 5 below. Together, all Class Members are collectively referred to as the "Class."

YOUR RIGHTS ARE AFFECTED WHETHER YOU ACT OR DON'T ACT. READ THIS NOTICE CAREFULLY.

These rights and options — and the deadlines to exercise them — are explained in this notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Stay in the Class <i>The deadline to choose to receive payment is [INSERT]</i>	<p>The parties to the Lawsuit have settled for \$25 million. If you received a notification from the independent Settlement Administrator about the Lawsuit, that means that you may be a Class Member. If you are a Class Member and would like to receive a Class Payment, you must choose to receive a Class Payment by either ACH transfer or by check. If you do not inform the Settlement Administrator that you wish to receive a Class Payment by ACH transfer or by check by providing the necessary information by [INSERT], you will not receive a Class Payment. You can choose to receive a Class Payment by visiting www.PetersFamilySharingPlan.com.</p> <p>If you decide to stay in the Class, you will give up the right to sue Apple in a separate lawsuit related to the subject matter of the claims in the Lawsuit. The rights you are giving up are called the "Released Claims" and they are described in more</p>

	<p>detail in Section 8 of the Settlement Agreement available at www.PetersFamilySharingPlan.com. Unless you opt out of the class, as described in more detail in this notice, you will be part of the Class and will give up your right to sue Apple in a separate lawsuit related to the subject matter of the claims this settlement resolves, even if you do not choose to receive a Class Payment.</p>
<p>Opt Out of the Settlement</p> <p><i>The deadline to opt out is [INSERT]</i></p>	<p>If you decide to opt out of this settlement, you will keep the right to sue Apple at your expense in a separate lawsuit related to the subject matter of the claims this settlement resolves, but you give up the right to get a Class Payment from this settlement.</p> <p>This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Apple related to the subject matter of the claims in this Lawsuit. If you opt out of this settlement and the settlement is approved, you will no longer be represented by the lawyers who represent the Class, known as “Class Counsel.”</p>
<p>Object to the Settlement</p> <p><i>The deadline to submit a written objection is [INSERT]</i></p>	<p>If you do not opt out of the settlement, you may object to it in writing or by asking the court for permission to speak at the final approval hearing on [INSERT].</p> <p>The Court’s decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs, the individuals who pursued the Lawsuit on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable.</p> <p>If the settlement is approved by the Court following your objection, you may still be able to receive a Class Payment if you have provided the Settlement Administrator the necessary information.</p>
<p>Go to a Hearing on [INSERT]</p>	<p>You may ask the Court for permission to speak at the final approval hearing where the parties will request that the final approval order be entered approving the settlement. You may object to the settlement and ask to speak at the final approval hearing, and, if the settlement is approved by the Court, you may still be able to receive a Class Payment if you</p>

	have provided the Settlement Administrator the necessary information.
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These rights and options—**and the deadlines to exercise them**—are explained in this notice.

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

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, you may (1) see the Settlement Agreement available at www.PetersFamilySharingPlan.com; (2) contact Class Counsel representing the Class Members (contact information listed under Question 26 below); (3) access the Court docket in this case, for a fee, through the Court’s electronic docket system at www.lacourt.org; or (4) call (213) 830-0800 to make an appointment to personally review court documents in the Clerk’s Office at the Stanley Mosk Courthouse at 111 N. Hill Street, Los Angeles, California 90012.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS NOTICE, THIS SETTLEMENT, OR THE PROCESS FOR RECEIVING A CLASS PAYMENT.

Basic Information

1. *Why was this Notice issued?*

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

Judge Elihu M. Berle of the Superior Court of California, County of Los Angeles is currently overseeing this case and will decide whether to approve the settlement. The case is titled *Peters v. Apple Inc.*, No. 19STCV21787. The people who sued are called the “Plaintiffs.” The company they are suing is Apple Inc., which is called the “Defendant.”

2. *What is a class action?*

In a class action, one or more people called “Class Representatives” or “Plaintiffs” (in this case, Jeff Ismailyan and Diana Torres) sue on behalf of people who have similar claims. All these people are a “Class” and each is a “Class Members.” One court resolves the issues for all Class Members, except for those who opt out of the Class.

3. *What is the Lawsuit about?*

Plaintiffs brought claims against Apple regarding its statements about its Family Sharing feature. Plaintiffs contend that Apple misrepresented to users their ability to use Family Sharing to share subscriptions to certain apps with other members of their Family Sharing groups.

Apple maintains that it did nothing wrong and denies that it made any misleading misrepresentations. Apple asserts numerous defenses to the claims in this case. The proposed settlement to resolve this Lawsuit is not an admission of guilt or any wrongdoing of any kind by Apple, and it is not an admission by Apple of the truth of any of the allegations in the Lawsuit.

4. *Why is there a settlement?*

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

The Court preliminarily approved the proposed settlement as fair, reasonable, and adequate; authorized this notice; and scheduled a hearing to determine whether to grant final approval.

Who Is Included in the Settlement

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

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

All persons who initiated the purchase of a subscription to an app through the Apple App Store, excluding subscriptions to first-party Apple apps, during the period June 21, 2015 through January 30, 2019, while enrolled in a Family Sharing group that had at least one other member at the time of the purchase, and who Apple's records indicate were resident in the United States at the time of the purchase. Excluded from this Class definition are all employees, officers, or agents of Defendant Apple Inc. Also excluded from this Class definition are all judicial officers assigned to this case as well as their staff and immediate families.

6. *I'm still not sure if I am included in the Class. What should I do?*

If you are still not sure whether you are included in the Class, you can visit the website www.PetersFamilySharingPlan.com, call toll-free [INSERT], or write to the *Peters v. Apple* Class Action Settlement Administrator, [INSERT], for more information.

The Settlement Benefits

7. *What does the settlement provide?*

The Parties to the Lawsuit have agreed to a \$25 million settlement (the "Gross Settlement Amount"). Apple will deposit the Gross Settlement Amount into an account controlled by the Settlement Administrator, a neutral company that the Court has appointed to send this notice, calculate and make payments, process Class Members' opt-out requests, and perform other tasks necessary to administer the settlement.

After deducting any Court-approved attorneys' fees and costs, incentive awards to the Class Representatives, and administrative and notice costs, the Settlement Administrator will determine the Class Payment that will be made available to Class Members in accordance with the description provided in the response to Question 8 below.

It is possible the Court will decline to grant final approval of the settlement or decline to enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiffs and Apple have agreed that, should either of these events occur, the settlement will be void: Apple will not pay any money and Class Members will not release any claims against Apple.

8. *How much will the Class Payment be?*

Each Class Member that elects to receive a Class Payment will receive a pro rata distribution of the settlement, up to \$30.00. The amount of the Class Payment will depend on the total number of Class Members who choose to receive a Class Payment and on the amount of Court-approved deductions from the Gross Settlement Amount.

Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the final approval hearing:

- Up to \$8,333,333.33 (33 1/3% of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to \$2,000,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on this case without payment.
- Up to \$15,000 to each Class Representative as an incentive award for filing the Lawsuit, working with Class Counsel and representing the Class. An incentive award will be the only monies Class Representatives will receive other than the Class Representatives' Class Payments, should they elect to receive Class Payments.
- Up to \$2,000,000 to the Settlement Administrator for services administering the settlement.

Class Members have the right to object to any of these deductions. Apple may also object to Plaintiffs' and/or Class Counsel's requests for attorneys' fees, litigation expenses, or incentive awards. The Court will consider all objections.

How to Get a Class Payment

9. How do I get a Class Payment?

If you received a notice indicating that Apple has determined that you may be a Class Member and do not opt out of the Class, you have the option of electing to receive a Class Payment by either check or ACH transfer. To receive a Class Payment, you **must** inform the Settlement Administrator by [INSERT] and let the Settlement Administrator know whether you elect to receive the payment by check or ACH transfer and the corresponding mailing address or banking information for the payment's distribution. You can choose to receive a Class Payment by visiting www.PetersFamilySharingPlan.com. After the Court issues its final approval of the settlement, the Settlement Administrator will then issue a check that you can cash or will initiate an ACH transfer.

If you elect to receive a Class Payment by check, your check will show the date when the check expires (the "void date"). If you don't cash your Class Payment by the void date, your check will be automatically cancelled, and the monies will be irrevocably lost to you because they will be paid to a non-profit organization or foundation authorized by the Court.

If you choose to receive a check and change your address, be sure to notify the Settlement Administrator as soon as possible. Question 26 of this Notice has the Settlement Administrator's contact information.

10. When will Class Payments be made?

The Court will hold a hearing on [INSERT] to decide whether to grant final approval of the settlement. Class Payments will be distributed to Class Members after the Court grants final approval of the settlement and any objections are overruled with finality. The Court may also elect to move the final approval hearing to a different date or time in its sole discretion, without

providing further notice to the Class. The date and time of the final approval hearing can be confirmed at www.PetersFamilySharingPlan.com.

11. What if I lose my settlement check?

If you lose or misplace your settlement check before cashing it, contact the Settlement Administrator, who will replace it as long as you request a replacement before the void date on the face of the original check. If you do not request a replacement check before the void date, you will have no way to recover the Class Payment.

Claims Released by Class Members

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

Unless you opt out, you will remain in the Class. If the settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You won't be able to sue, continue to sue, or be part of any other lawsuit against Apple that is related to the subject matter of the claims in this Lawsuit. The rights you are giving up are called Released Claims, which are explained in Question 13.

13. What are the Released Claims?

Each member of the Class who has not timely requested exclusion from the Class, and each of their respective successors, assigns, legatees, heirs, and personal representatives, will be deemed to have released Apple and its past, present, and future successors and predecessors in interest, subsidiaries, affiliates, direct or indirect parents, wholly or majority-owned subsidiaries, divisions, affiliated and related entities, partners and privities, and each of Apple's past, present, and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, insurers, and reinsurers, as well as each developer, marketer, and publisher of apps on Apple's App Store, of all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, under any law including but not limited to any federal common or statutory law or any state's common or statutory law, known or unknown, in law or equity, fixed or contingent, which they have or may have, reasonably arising out of, or reasonably relating to, the facts alleged in the Complaint, including but not limited to any alleged confusion regarding the ability to share subscriptions through Family Sharing.

Opting Out of the Settlement

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

14. How can I request to opt out of the settlement?

To opt out, you must send a letter with the following information:

- Your full name, address, telephone number, and email address;
- A statement that you wish to opt out of the Class in *Peters v. Apple Inc.*, No. 19STCV21787; and
- Your signature

You can download a form to use for your opt-out request at www.PetersFamilySharingPlan.com.

You must mail your signed opt-out request to: [INSERT]

Your opt-out request must be postmarked no later than [INSERT] or it will be invalid.

You must make the request yourself. If someone else makes the request for you, it will not be valid.

15. If I opt out, can I still get a Class Payment from this settlement?

No. If you opt out, you are telling the Court that you don't want to be part of the Class in this settlement. You can only get a Class Payment if you remain in the Class. See Question 9 for more information.

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

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

The Lawyers Representing the Class

17. Do I have a lawyer in this case?

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

Justin F. Marquez and Thiago Coelho
Wilshire Law Firm, PLC
3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010

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

18. How will Class Counsel be paid?

Class Counsel will ask the Court for an award of attorneys' fees of up to \$8,333,333.33 (33 1/3% of the Gross Settlement Amount) and up to \$2,000,000 for their litigation expenses, as well as incentive awards of up to \$20,000 to the Class Representatives. Class Counsel will move for both

the incentive awards and for attorneys' fees and costs, and the Court will determine the amounts to be awarded. All of these amounts, as well as the administrative and notice costs associated with the settlement, will be paid from the \$25 million that the Parties settled for before making Class Payments to Class Members. Apple reserves the right to object to any motion, including for attorneys' fees and costs or an incentive award, filed by Class Counsel. A copy of Class Counsel's motion for attorneys' fees and costs and for the Class Representatives' incentive awards will be available at www.PetersFamilySharingPlan.com by [INSERT].

19. May I get my own lawyer?

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

Objecting to the Settlement

20. How can I tell the Court that I do not like the settlement?

If you are a Class Member, you can tell the Court if there is something about the settlement that you do not like by submitting an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the proposed settlement. If the Court denies approval, no Class Payments will be sent out and the Lawsuit will continue.

You may object to the settlement in writing by sending written notice to the Settlement Administrator. All written objections and supporting papers must (a) clearly identify the case name and number (*Peters v. Apple Inc.*, No. 19STCV21787); (b) include your full name, address, telephone number, and email address of your attorney (if you are represented by counsel); (c) state the grounds for the objection; (d) be mailed to the Settlement Administrator at [INSERT]; and (e) be postmarked on or before [INSERT].

You may also appear and request to make an objection at the final approval hearing before the Court on [INSERT], either in person or through your lawyer, if you choose to retain your own lawyer. The Court may elect to move the final approval hearing to a different date or time in its sole discretion, without providing further notice to the Class. The date and time of the final approval hearing can be confirmed at www.PetersFamilySharingPlan.com.

Before deciding whether to object, you may wish to see what Plaintiff and Apple are asking the Court to approve. At least 35 days before the final approval hearing, Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why they think the proposed settlement is fair. At least 35 days before [Objection and Opt-Out Deadline], Class Counsel and/or Plaintiffs will file in Court a motion stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses and (ii) the amount the Class Representatives are requesting as an incentive award. Upon reasonable request, Class Counsel will send you copies of these documents at no cost to you. You can also view them on these documents on the settlement website at www.PetersFamilySharingPlan.com.

21. *What is the difference between objecting and opting out?*

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

The Court's Final Approval Hearing

The Court will hold a hearing, called the "final approval hearing," to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

22. *When and where will the Court decide whether to approve the settlement?*

The Court will hold the final approval hearing on [INSERT], at [INSERT], at the Spring Street Courthouse, Department 6, 312 North Spring Street, Los Angeles, CA 90012. At this hearing, the Court will decide whether to approve the settlement, Class Counsel's request for attorneys' fees and costs, and any incentive awards to the Class Representatives. If there are objections, the Court will consider them. The Court may elect to move the final approval hearing to a different date or time in its sole discretion, without providing further notice to the Class. The date and time of the final approval hearing can be confirmed at www.PetersFamilySharingPlan.com.

If the Court approves the settlement and enters judgment, the Court's order and notice of judgment will be available on the settlement website at www.PetersFamilySharingPlan.com.

23. *Do I have to come to the final approval hearing?*

No. Class Counsel will answer any questions the Court may have. However, you are welcome to come to the final approval hearing at your own expense and ask the Court to speak. If you send an objection by mail, you do not have to come to the final approval hearing to talk about it, but you may do so if you like. You may also pay your own lawyer to attend, but that is not necessary.

24. *May I speak at the final approval hearing?*

You may ask the Court for permission to speak at the final approval hearing. You can attend (or hire a lawyer at your expense to attend on your behalf) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>).

If You Do Nothing

25. *What happens if I do nothing at all?*

If you are a Class Member and you do nothing, you will give up the rights explained in Question 13, 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. You will not receive a Class Payment.

Getting More Information

26. *Are more details available?*

Visit the website at www.PetersFamilySharingPlan.com, where you will find the settlement agreement and other related documents. You may also call or write to the Settlement Administrator or Class Counsel using the information below.

Settlement Administrator:

[INSERT]

Class Counsel:

Justin F. Marquez and Thiago Coelho
justin@wilshirelawfirm.com
thiago@wilshirelawfirm.com
855-977-9094
Wilshire Law Firm, PLC
3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010

You may also view Court documents filed in this case by going to the Court's website at <http://www.lacourt.org/casesummary/ui/index.aspx> and entering the case number for this case, Case No. 19STCV21787. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800. **Do NOT telephone the Court to obtain information about the settlement.**

Exhibit 4

1 WILSHIRE LAW FIRM, PLC
2 JUSTIN F. MARQUEZ (262417)
(justin@wilshirelawfirm.com)
3 THIAGO COELHO (324715)
(thiago@wilshirelawfirm.com)
4 CAROLIN K. SHINING (201140)
(cshining@wilshirelawfirm.com)
5 3055 Wilshire Blvd., 12th Floor
6 Los Angeles, California 90010
7 Telephone: (213) 381-9988
Facsimile: (213) 381-9989

8 *Attorneys for Plaintiffs
and the Putative Class*

10 COOLEY LLP
11 BEATRIZ MEJIA (190948)
(bmejia@cooley.com)
12 MAX A. BERNSTEIN (305722)
(mbernstein@cooley.com)
13 3 Embarcadero Center, 20th Floor
San Francisco, California 94111-4004
14 Telephone: +1 415 693 2000
Facsimile: +1 415 693 2222

15 *Attorneys for Defendant
Apple Inc.*

COOLEY LLP
MICHELLE C. DOOLIN (179445)
(mdoolin@cooley.com)
10265 Science Center Drive
San Diego, California 92121-1117
Telephone: +1 858 550 6000
Facsimile: +1 858 550-6420

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA
18 COUNTY OF LOS ANGELES

20 WALTER PETERS, individually and on behalf
of all others similarly situated,

21 Plaintiffs,

22 v.

23 APPLE INC. a California corporation,

24 Defendant.

Case No.19STCV21787

CLASS ACTION

*[Assigned for all purposes to Hon. Elihu M.
Berle, Dept. 6]*

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION SETTLEMENT
AND ENTERING JUDGMENT**

1 On _____, this Court heard Jeff Torres and Diana Ismailyan’s (“Named
2 Plaintiffs”) motion for final approval of the class action settlement. This Court reviewed (a) the
3 motion and the supporting papers, including, the Settlement Agreement and Release
4 (“Agreement”); (b) any objections filed with or presented to the Court; (c) Named Plaintiffs’ and
5 Defendant Apple Inc.’s responses to any objections; and (d) arguments of counsel. Based on this
6 review and the findings below, the Court finds good cause to grant the motion.

7 **FINDINGS:**

8 1. Unless otherwise specified, capitalized terms in this Final Approval Order and
9 Judgment have the same definition as used in the Agreement.

10 2. The Court finds the settlement was entered into in good faith, that it is fair,
11 reasonable and adequate, and that it satisfies the standards and applicable requirements for final
12 approval of this class action settlement under California law, including the provisions of California
13 Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

14 3. The Parties adequately performed their obligations under the Agreement.

15 4. Notice has been provided to Class Members in compliance with the Agreement,
16 California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the
17 California and United States Constitutions, and any other applicable law. The notice: (a) fully and
18 accurately informed Class Members about the lawsuit and settlement; (b) provided sufficient
19 information so that Class Members were able to decide whether to accept the benefits offered, opt-
20 out and pursue their own remedies, or object to the proposed settlement; (c) provided procedures
21 for Class Members to file written objections to the proposed settlement, to appear at the final
22 approval hearing, and to state objections to the proposed settlement; and (d) provided the time, date
23 and place of the final approval hearing.

24 5. An award of \$ _____ in Attorneys’ Fees and Costs to Class
25 Counsel is fair and reasonable in light of the nature of this case, Class Counsel’s experience and
26 efforts in prosecuting this action, and the benefits obtained for the Class.

1 6. An Incentive Award to Named Plaintiffs Jeff Torres and Diana Ismailyan in the
2 amount of \$ _____ each is fair and reasonable in light of the time and effort spent
3 by Named Plaintiffs in litigating this action as representatives of the Class.

4 7. The Agreement is not an admission by Defendant or by any other Released Person,
5 nor is this order a finding of the validity of any allegations or of any wrongdoing by Defendant or
6 any Released Person. This order, the Agreement, and any proceedings taken pursuant thereto are
7 not and should not in any event be offered or received as evidence, a presumption, a concession, or
8 an admission of (i) liability, (ii) any misrepresentation or omission in any statement or written
9 document approved or made by Defendant or any Released Person, or (iii) the suitability of these or
10 similar claims to class treatment in active litigation and trial; provided, however, that reference may
11 be made to the Agreement and the Settlement in such proceedings as may be necessary to effectuate
12 the Agreement.

13 **IT IS THEREFORE ORDERED THAT:**

14 1. **Class Members.** For purposes of effectuating this settlement, this Court certifies a
15 Class defined, as reflected in the Agreement, as follows:

16 All persons who initiated the purchase of a subscription to an app
17 through the Apple App Store, excluding subscriptions to first-party
18 Apple apps, during the period June 21, 2015 through January 30,
19 2019, while enrolled in a Family Sharing group that had at least one
20 other member at the time of the purchase, and who Apple's records
21 indicate were resident in the United States at the time of the purchase.
22 Excluded from this Class definition are all employees, officers, or
23 agents of Defendant Apple Inc. Also excluded from this Class
24 definition are all judicial officers assigned to this case as well as their
25 staff and immediate families.

26 2. **Binding Effect of Order.** This Order applies to all claims or causes of action settled
27 under the Agreement, and binds all Class Members, including those who did not properly request
28 exclusion from the Class. This Order does not bind persons who filed timely and valid requests for
exclusion. Attached as Exhibit A is a list of persons who properly requested to be excluded from
the Settlement.

1 3. **Release.** Plaintiffs and all Class Members who did not properly request exclusion
2 are deemed to have released and discharged Apple Inc. from all claims under the Settlement
3 Agreement. The full terms of the release described in this paragraph are set forth in the Agreement.

4 4. **Class Relief.** The Settlement Administrator will issue a payment to each Class
5 Member who elected to receive payment in accordance the provisions of the Agreement. Any
6 unused funds in the Net Settlement Amount shall be paid to the *cy pres* recipient specified in the
7 Agreement.

8 5. **Attorneys' Fees and Costs.** Class Counsel is awarded \$ _____
9 total in fees (\$ _____) and costs (\$ _____) to be paid from the
10 Gross Settlement Amount in accordance with the Agreement.

11 6. **Incentive Award.** Named Plaintiffs Jeff Torres and Diana Ismailyan are awarded
12 \$ _____ (each) as an Incentive Award to be paid from the Gross Settlement
13 Amount in accordance with the Agreement.

14 7. **Settlement Administrator Costs.** The Court approves the payment to _____,
15 the Settlement Administrator, of a total amount not to exceed \$ _____, to be paid from the
16 Gross Settlement Amount in accordance with the Agreement.

17
18 **IT IS SO ORDERED.**

19
20 Dated: _____

HON. ELIHU M. BERLE
LOS ANGELES SUPERIOR COURT JUDGE

Exhibit 5

1 6. An Incentive Award to Named Plaintiffs Jeff Torres and Diana Ismailyan in the
2 amount of \$ _____ each is fair and reasonable in light of the time and effort spent
3 by Named Plaintiffs in litigating this action as representatives of the Class.

4 7. The Agreement is not an admission by Defendant or by any other Released Person,
5 nor is this order a finding of the validity of any allegations or of any wrongdoing by Defendant or
6 any Released Person. This order, the Agreement, and any proceedings taken pursuant thereto are
7 not and should not in any event be offered or received as evidence, a presumption, a concession, or
8 an admission of (i) liability, (ii) any misrepresentation or omission in any statement or written
9 document approved or made by Defendant or any Released Person, or (iii) the suitability of these or
10 similar claims to class treatment in active litigation and trial; provided, however, that reference may
11 be made to the Agreement and the Settlement in such proceedings as may be necessary to effectuate
12 the Agreement.

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17 through the Apple App Store, excluding subscriptions to first-party
18 Apple apps, during the period June 21, 2015 through January 30,
19 2019, while enrolled in a Family Sharing group that had at least one
20 other member at the time of the purchase, and who Apple's records
21 indicate were resident in the United States at the time of the purchase.
22 Excluded from this Class definition are all employees, officers, or
23 agents of Defendant Apple Inc. Also excluded from this Class
24 definition are all judicial officers assigned to this case as well as their
25 staff and immediate families.

26 2. **Binding Effect of Order.** This Order applies to all claims or causes of action settled
27 under the Agreement, and binds all Class Members, including those who did not properly request
28 exclusion from the Class. This Order does not bind persons who filed timely and valid requests for
exclusion. Attached as Exhibit A is a list of persons who properly requested to be excluded from
the Settlement.

1 WILSHIRE LAW FIRM, PLC
2 JUSTIN F. MARQUEZ (262417)
(justin@wilshirelawfirm.com)
3 THIAGO COELHO (324715)
(thiago@wilshirelawfirm.com)
4 CAROLIN K. SHINING (201140)
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8 *Attorneys for Plaintiffs
and the Putative Class*

10 COOLEY LLP
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15 *Attorneys for Defendant
Apple Inc.*

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(mdoolin@cooley.com)
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Telephone: +1 858 550 6000
Facsimile: +1 858 550-6420

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA
18 COUNTY OF LOS ANGELES

20 WALTER PETERS, individually and on behalf
of all others similarly situated,

21 Plaintiffs,

22 v.

23 APPLE INC. a California corporation,

24 Defendant.

Case No.19STCV21787

CLASS ACTION

[Assigned for all purposes to Hon. Elihu M.
Berle, Dept. 6]

[PROPOSED] FINAL JUDGMENT

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On _____, the Court issued an order granting final approval of the class action settlement (the “Final Approval Order”). The Court enters judgment consistent with the terms of the Final Approval Order. Plaintiffs and the members of the class certified in the Final Approval Order shall take only that relief specified in the Final Approval Order. Pursuant to California Rule of Court 3.796(h), the Court retains jurisdiction over the parties to enforce the terms of the settlement agreement, the Final Approval Order, and this judgment.

The Clerk shall close the file.

IT IS SO ORDERED.

Dated: _____

HON. ELIHU M. BERLE
LOS ANGELES SUPERIOR COURT JUDGE

Exhibit 6



Reece Trevor
Cooley LLP

Peters v. Apple, Inc. Settlement Administration Proposal
Class Action Settlement Services Estimate

Dear Reece,

We appreciate the opportunity to submit this estimate for class action administration services.

For the purposes of this estimate, KCC's duties include:

- I. Update all class member contact information through the U.S. Post Office's National Change of Address database;
- II. Email the Summary Notice to an estimated 10,620,500 class members;
- III. Perform an Email Change-of-Address search ("ECO") on email addresses flagged as fatal bouncebacks;
- IV. Resend the Summary Notice via email to updated email addresses and non-fatal bouncebacks;
- V. Print and mail a single-postcard Summary Notice to an estimated 303,056 class members whose summary emailed notice is undeliverable;
- VI. Conduct address searches for any Notices returned as undeliverable, and re-mail to any newly found address;
- VII. Process opt-outs and provide a Declaration of Notice Procedures to the parties indicating our compliance with the noticing efforts;
- VIII. Provide automated telephone support, with the ability to speak to a live operator during business hours and fulfill notice packet requests;
- IX. Establish and maintain a case website that will contain relevant case documents, important dates, answers to frequently asked questions and allow class members to file claims online;
- X. Establish and maintain an email inbox for class member correspondence;
- XI. Process all claims filed, as required; and
- XII. Issue checks and ACH payments to participating class members.

In addition, we included pricing associated with the following optional services:

- Print and mail a 1-page notice to class members whose summary emailed notice is undeliverable.

Please do not hesitate to contact me with any questions. We will hold this estimate open for ninety days from the date of this letter. Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Frank J. Gatto".

Frank J. Gatto
Vice President, Mass Tort
KCC Class Action Services LLC
Tel: (415) 798-5967
Cell: (310) 647-7828
Email: fgatto@kccllc.com

COST SUMMARY & SCOPE OF SERVICES

<u>Description</u>	<u>5% filing rate</u>	<u>7.5% filing rate</u>	<u>10% filing rate</u>	<u>15% filing rate</u>	<u>20% filing rate</u>
Notice Procedures	\$161,505	\$161,505	\$161,505	\$161,505	\$161,505
Class Member Support	\$57,836	\$57,836	\$57,836	\$57,836	\$57,836
Claims Administration	\$49,386	\$72,536	\$96,192	\$121,905	\$136,384
Disbursements & Tax Reporting	\$140,282	\$195,659	\$239,373	\$326,546	\$471,624
Sub-Total Administration Costs	\$409,009	\$487,535	\$554,906	\$667,792	\$827,349
Plus Estimated Postage	\$327,524	\$428,432	\$526,858	\$724,672	\$930,093
Total Estimated Cost	\$736,532	\$915,967	\$1,081,764	\$1,392,463	\$1,757,441
Not-to-Exceed Amount (CAP)			<u><u>\$736,500</u></u>		

Administration costs will be capped at \$736,500 and is contingent on a class size of 10,620,000 class members, does not include postage (including anticipated increase in July), and providing no change in the stated scope or assumptions.

All services are subject to KCC’s Terms and Conditions of Service set forth as part of the estimate.

PRIOR EXPERIENCE

KCC had administered the following cases involving Apple, Inc.:

- Adame v. Apple, Inc.
- Allen v. Apple Computer, Inc.
- Bancroft v. Apple Computer, Inc.
- Butler v. Apple, Inc.
- Fafard v. Apple, Inc.
- Gordon v. Apple Computer, Inc.
- Pederson v. Apple, Inc.
- Peters v. Apple, Inc.
- Shamrell v. Apple, Inc.
- Siciliano v. Apple, Inc.
- Wade v. Apple, Inc.
- Weisblatt v. Apple, Inc., AT&T Inc. and AT&T Mobility, LLC
- Pierce v. Apple Computer, Inc.
- Badaoui v. Apple Canada
- Rene Charbonneau v. Apple Inc. and Apple Canada Inc.
- In re Apple iPhone 4 Products Liability Litigation
- In re Apple iPhone/iPod Warranty Litigation
- Apple iPod nano Settlement
- Apple Purchase Litigation
- Johnson v. Apple, Inc.

DATA & FORMS MANAGEMENT

Class member data will be provided to KCC in one complete electronic .csv or xls file. Each class member will be assigned a unique sequential control number that will be used throughout the administration process. Prior to mailing, the addresses will be updated using the National Change of Address System ("NCOA") to increase mail deliverability and accuracy.

Relevant documents will be formatted and translated. Proofs will be sent to all parties for approval prior to printing.

All paper and electronic documentation received throughout the duration of the case will be stored. Upon the conclusion of the case, and absent any court orders or client requests pertaining to retention specifications, physical materials will be returned or disposed of within ninety (90) days, and any returned undeliverable mail will be disposed of within 2 days of receipt. Storage of returned undeliverable mail will be billed as incurred.

LEGAL NOTIFICATION

Email Notice

An email notice will be distributed to all class members for which an email address is provided. The email notice will consist of the summary notice in the body of the email, rather than an attachment, and contain a link to the settlement website. All emails will be tracked, and best practices will be utilized to ensure the best possible delivery.

Email Change-Of-Address

An Email Change-Of-Address search will be conducted on fatal bouncebacks. Updated emails and non-fatal bouncebacks will be resent the email notice.

Mail Notice

Notices will be mailed to class members via First Class U.S. mail. All Notices returned with a forwarding address will be re-mailed to the new address indicated and the class list will be updated accordingly.

Address Searches and Re-mails

Address searches will be conducted on all returned mail that does not contain a forwarding address. Notices will be re-mailed to any new addresses located through the search process.

ADMINISTRATION

Website

A case-specific website will be created and maintained to provide important court documents, dates, FAQs, forms and other pertinent case information. Class members will have the ability to view and print the Notice, as well as file a claim online. Online claim filing requirements will adhere to the Settlement Agreement and information provided by Counsel.

Automated Call Support

A toll-free automated Interactive Voice Response (IVR) system will be established through which class members may access settlement information (via menu-driven Q&A's) and request a Notice Packet.

Callers will have the option to "punch-through" to a live operator. Live operators are trained specialists who utilize a case-specific script and forward legal concerns to Counsel or a designated party. Specialists will be available from 8 a.m. to 8 p.m. Eastern, although they can be available 24 hours, 7 days a week at an additional cost.

Opt-out Processing

Requests for Exclusion will be processed, and copies will be provided to counsel and the Court.

Declaration for Final Approval

A Declaration of Notice Procedures detailing the administration process will be provided to the parties in conjunction with final approval.

CLAIMS ADMINISTRATION

Claims will be received, reviewed, approved and denied according to the requirements set forth in the settlement agreement. The parties will be provided with a list of approved claimants, including the distribution calculations for each. Claimants with rejected claims will be sent a notice of rejection.

DISBURSEMENT AND TAX REPORTING

A Taxpayer ID number will be obtained and an account will be opened for the settlement fund. The account will be used to make distributions to claimants, attorneys, and named plaintiffs, in accordance with the settlement agreement and applicable court orders.

Disbursement services include:

- Issuing ACH payments, as directed;
- A double-postcard with the check printed on one panel and a change of address form printed on the other;
- Through the Positive Pay system, we will regularly monitor the account for potential fraud;
- Daily updates of the check register to respond to claimant requests for misplaced checks and daily account reconciliation; and
- Processing stop payment/re-issue requests, tracking and re-mailing undeliverable checks.

Unless specifically directed by Client or the Court, KCC does not issue payments directly to third-party filers and will only issue payments to claimants directly. As the administrator, KCC will not change the nature of the asset and is not in a position to determine the validity of third-party filer agreements under applicable law.

All required taxes will be paid from the settlement fund, and we will work with a CPA firm to file all necessary tax returns.



Administration Services Estimate
Peters v. Apple, Inc. Settlement Administration Proposal
 June 16, 2023
 Frank Gatto: fgatto@kccilc.com; 310.647.7828

Key Assumptions Used in Estimate Preparation

Size of Class:	10,620,500 class members
Estimated # of Class Members with Email & Postal Address:	10,620,500 class members
Estimated # of Class Members with Postal Address Only:	0 class members
Case Duration:	12 months
# of Electronic, Finalized Data Files Provided (Excel, Access, etc.):	1 file(s)
CAFA Notice Required?	No
Claims Processing:	Yes
Address Searches:	Yes
% of returned notices to be forwarded:	1%
% of returned undeliverable notices:	10%
% of successful address searches:	60%
Media Campaign Required:	No
Translation:	Yes
# of Email Campaigns:	2
% of emails bounced back ("Bouncebacks"):	6.5%
% of Initial Bouncebacks that are fatal ("Fatal Bouncebacks"):	40%
% of Initial Bouncebacks that are non-fatal ("Non-Fatal Bouncebacks"):	60%
% of secondary emails bounced back ("Secondary Bouncebacks"):	15%
Email Change of Address (ECOA)	Yes
Duration of Claims Filing Period:	8 weeks
Business Reply Mail ("BRM" or "pre-paid" postage):	No
Documentation Required to file a claim:	No
% of class members that will file a claim:	5% to 20%
% of claims filed online:	99.8%
% of claims filed by postal mail:	0.2%
% of deficient claims filed by postal mail:	5%
Type of Telephone Support:	IVR w/ Punchthrough
Telephonic Claims Filing:	No
% of class that will call:	0.3%
% of callers that will punch through to a Live Operator:	5%
% of callers that will request a Notice Packet:	1%
Duration of Telephone Support:	12 months
Type of Website Support:	Dynamic
Online Claims Filing:	Yes
Duration of Website Support:	12 months

SUMMARY OF COSTS	
Estimated Claims Filing Rate:	5%
Estimated # of Claims Filed:	531,025
Notice Procedures	\$161,505
Class Member Support	\$57,836
Claims Administration	\$49,386
Disbursements & Tax Reporting	\$140,282
Sub-Total Administration Costs	\$409,009
Plus Estimated Postage*	\$327,524
Total Estimated Cost**	\$736,532
Not-To-Exceed Amount****	\$736,500
<hr/>	
Estimated Claims Filing Rate:	7.5%
Estimated # of Claims Filed:	796,530
Notice Procedures	\$161,505
Class Member Support	\$57,836
Claims Administration	\$72,536
Disbursements & Tax Reporting	\$195,659
Sub-Total Administration Costs	\$487,535
Plus Estimated Postage*	\$428,432
Total Estimated Cost**	\$915,967
Not-To-Exceed Amount****	\$736,500
<hr/>	
Estimated Claims Filing Rate:	10%
Estimated # of Claims Filed:	1,062,060
Notice Procedures	\$161,505
Class Member Support	\$57,836
Claims Administration	\$96,192
Disbursements & Tax Reporting	\$239,373
Sub-Total Administration Costs	\$554,906
Plus Estimated Postage*	\$526,858
Total Estimated Cost**	\$1,081,764
Not-To-Exceed Amount****	\$736,500
<hr/>	
Estimated Claims Filing Rate:	15%
Estimated # of Claims Filed:	1,593,075
Notice Procedures	\$161,505
Class Member Support	\$57,836
Claims Administration	\$121,905
Disbursements & Tax Reporting	\$325,546
Sub-Total Administration Costs	\$667,792
Plus Estimated Postage*	\$724,672
Total Estimated Cost**	\$1,392,463
Not-To-Exceed Amount****	\$736,500
<hr/>	
Estimated Claims Filing Rate:	20%
Estimated # of Claims Filed:	2,124,100
Notice Procedures	\$161,505
Class Member Support	\$57,836
Claims Administration	\$136,384
Disbursements & Tax Reporting	\$471,624
Sub-Total Administration Costs	\$827,349
Plus Estimated Postage*	\$930,093
Total Estimated Cost**	\$1,757,441
Not-To-Exceed Amount****	\$736,500

NOTICE PROCEDURES	RESPONSE RATE	QUANTITY	RATE PER UNIT	ESTIMATED COST	TOTAL
Data and Forms Setup					
- Intake and Process Data, Set up Case Management System		50 hrs	\$160.00	\$8,000	
- Format Document(s)		25 hrs	\$35.00	\$2,125	
- Translate Documents into Spanish		3,505 words	\$0.37 /word	\$1,300	
- NCOA Updates		10,620,500 units		\$14,231	
Sub-total of Data and Forms Setup					\$25,656
Email Campaign					
- Spam Cleansing		10,620,500 units	\$0.0024	\$25,489	
- Email Service		10,620,500 units	\$0.0008	\$8,496	
- Email Campaign Management		10 hrs	\$85.00	\$850	
- Estimated # of Bouncebacks	6.5%	690,333 units			
- Estimated # of Fatal Bouncebacks	40%	276,133 units			
- Estimated # of Non-Fatal Bouncebacks	60%	414,200 units			
- Track/Manage Bouncebacks		5 hrs	\$160.00	\$800	
Sub-total of Email Campaign					\$35,636
Email Change of Address (ECOA)					
- Number of Searches Performed		276,133 units			
- Number of Addresses Found	15%	41,420 units	\$0.15	\$6,213	
- Staff Time for Address Searches/Re-mails		5 hrs	\$85.00	\$425	
Sub-total of Email Change of Address (ECOA)					\$6,638
Secondary Email Campaign					
- Email Service		455,620 units	\$0.018	\$8,201	
- Email Campaign Management		10 hrs	\$85.00	\$850	
- Estimated # of Secondary Bouncebacks	15%	68,343 units			
- Track/Manage Secondary Bouncebacks		5 hrs	\$160.00	\$800	
Sub-total of Secondary Email Campaign					\$9,851
Print/Mail Notice to Bouncebacks					
- Estimated # of Class Members with Email Bounceback		303,056 units			
- Estimated # of Class Members with Postal Address Only		0 units			
- Total Estimated # of Class Members to Receive Mailed Notice		303,056 units			
¹ Single-Postcard Summary Notice		303,056 units	\$0.033	\$10,001	
- Print Production Management		10 hrs	\$85.00	\$850	
- Forwarding of Returned Mail with USPS Forwarding Addresses	1%	3,031 units	\$0.80	\$2,425	
- Data Entry for Re-mails to New Addresses		3,031 units	\$0.50	\$1,516	
- Returned Undeliverable Mail	10%	30,306 units	\$0.10	\$3,031	
Sub-total of Print/Mail Notice to Bouncebacks					\$17,822
Address Searches/Re-mails					
- Number of Address Searches Performed		30,306 units	\$0.10	\$3,031	
- Number of New Addresses Found	60%	18,184 units			
- Re-mails to Found Addresses		18,184 units	\$0.25	\$4,546	
- Staff Time for Address Searches/Re-mails		18 hrs	\$85.00	\$1,530	
Sub-total of Address Searches/Re-mails					\$9,107
Website Set-up & Maintenance					
- Design & Set up Dynamic Website		50 hrs	\$160.00	\$8,000	
- Domain Registration (5 yrs/Privacy Registration)				\$175	
- Maintenance		12 hrs	\$160.00	\$1,920	
- Server Space rental		12 mos	\$50.00	\$600	
Sub-total of Website Set-up & Maintenance					\$10,695
Case Management, Opt Out Processing, and Declaration of Notice Procedures					
- Case Management		200 hrs	\$185.00	\$37,000	
- Principal Project Management		20 hrs	\$290.00	\$5,800	
- Opt-Out/Objection Processing (per hr)		10 hrs	\$85.00	\$850	
- Correspondence Processing		10 hrs	\$85.00	\$850	
- Declaration of Notice Procedures		10 hrs	\$160.00	\$1,600	
Sub-total of Case Management, Opt Out Processing, and Declaration of Notice Procedures					\$46,100
SUB-TOTAL OF NOTICE PROCEDURES					\$161,505



Administration Services Estimate
 Peters v. Apple, Inc. Settlement Administration Proposal
 June 16, 2023
 Frank Gatto: fgatto@kcccl.com; 310.647.7828

CLASS MEMBER SUPPORT	RESPONSE RATE	QUANTITY	RATE PER UNIT	ESTIMATED COST	TOTAL
Automated Call Support					
- Toll Free Phone Line & System Set-up Cost		15 hrs	\$160.00	\$2,750	
- Script Drafting and Management		12 mos	\$50.00	\$600	
- Monthly Maintenance Fees					
- Projected # of Calls (% of Class)	0.3%	31,862 calls			
- Average Call Duration (minutes)		3 mins			
- IVR Line Charges		95,586 mins	\$0.18 /min	\$17,205	
- Projected # of Punchthroughs to Live Operator (% of Calls)	5%	1,593 calls			
- Average Call Duration (minutes)		3 mins			
- IVR Transfer Line Charges		4,779 mins	\$0.18 /min	\$860	
- Live Operator Line Charges		4,779 mins	\$1.25 /min	\$5,974	
- Long-Form Notice Packet Requests	1%	319 units			
- Fulfill Notice Packet Requests		319 units	\$0.80	\$255	
- Print Production Management		4 hrs	\$85.00	\$340	
- Transcriptions		319 units	\$0.60	\$191	
- Staff Time Downloading Transcribed Data (30 min/month x 12 months)		6 hrs	\$85.00	\$510	
Sub-total of Automated Call Support					\$31,086
Email Handling					
- Establish Email Inbox for Correspondence				\$350	
- Estimated # of Emails		9,558 units			
- Average Email Duration (minutes)		3 mins			
- Staff Time Responding to Emails		480 hrs	\$55.00	\$26,400	
Sub-total of Email Handling					\$26,750
SUB-TOTAL OF CLASS MEMBER SUPPORT					\$57,836

CLAIMS ADMINISTRATION	%	Quantity	5% Filing Rate Rate	Total	%	Quantity	7.5% Filing Rate Rate	Total	%	Quantity	10% Filing Rate Rate	Total	%	Quantity	15% Filing Rate Rate	Total	%	Quantity	20% Filing Rate Rate	Total	
Estimated # of Claims		531,025 claims				796,538 claims				1,062,050 claims				1,593,075 claims					2,124,100 claims		
Process Claims Filed Online	99.8%	529,963 claims	\$0.075	\$39,747	99.8%	794,945 claims	\$0.075	\$59,621	99.8%	1,059,926 claims	\$0.075	\$79,494	99.8%	1,589,889 claims	\$0.062	\$98,573	99.8%	2,119,858 claims	\$0.05	\$105,993	
Process Claims Filed by Postal Mail	0.2%	1,062 claims			0.2%	1,593 claims			0.2%	2,124 claims			0.2%	3,186 claims			0.2%	4,242 claims			
- Staff Hours Processing Claims		54 hrs	\$85.00	\$4,590		80 hrs	\$85.00	\$6,800		107 hrs	\$85.00	\$9,095		160 hrs	\$85.00	\$13,600		213 hrs	\$85.00	\$18,105	
- Data Entry & Claims Scoring Setup				\$895				\$895				\$895				\$895				\$895	
- Open/Image/Data Enter Forms		1,062 units	\$1.85	\$1,965		1,593 units	\$1.85	\$2,947		2,124 units	\$1.85	\$3,929		3,186 units	\$1.85	\$5,894		4,242 units	\$1.85	\$7,895	
Deficient Claims Filed by Postal Mail	5%	53 units		\$66	5%	80 units		\$100	5%	106 units		\$133	5%	159 units		\$199	5%	212 units		\$265	
- Print/Mail Deficiency Letters		53 units	\$1.25	\$66		80 units	\$1.25	\$100		106 units	\$1.25	\$133		159 units	\$1.25	\$199		212 units	\$1.25	\$265	
- Staff Hours Processing Deficiencies		5 hrs	\$85.00	\$425		5 hrs	\$85.00	\$425		5 hrs	\$85.00	\$425		5 hrs	\$85.00	\$425		5 hrs	\$85.00	\$425	
- Open/Image/Data Enter Forms		53 units	\$1.25	\$66		80 units	\$1.25	\$100		106 units	\$1.25	\$133		159 units	\$1.25	\$199		212 units	\$1.25	\$265	
Status Reports		10 hrs	\$160.00	\$1,600		10 hrs	\$160.00	\$1,600		10 hrs	\$160.00	\$1,600		10 hrs	\$160.00	\$1,600		10 hrs	\$160.00	\$1,600	
SUB-TOTAL OF CLAIMS ADMINISTRATION				\$49,395				\$72,536				\$96,199				\$121,905				\$156,384	

DISBURSEMENTS & TAX REPORTING	%	Quantity	5% Filing Rate Rate	Total	%	Quantity	7.5% Filing Rate Rate	Total	%	Quantity	10% Filing Rate Rate	Total	%	Quantity	15% Filing Rate Rate	Total	%	Quantity	20% Filing Rate Rate	Total	
Estimated # of Approved Claims		531,025 units				796,538 units				1,062,050 units				1,593,075 units					2,124,100 units		
- Estimated % Electing ACH	5%	26,551 units			5%	39,827 units			5%	53,103 units			5%	79,654 units			5%	106,205 units			
- Estimated % Electing Check Payment	95%	504,474 units			95%	756,711 units			95%	1,008,948 units			95%	1,513,421 units			95%	2,017,895 units			
Funds Management, Obtain Tax ID		40 hrs	\$160.00	\$6,400		40 hrs	\$160.00	\$6,400		40 hrs	\$160.00	\$6,400		40 hrs	\$160.00	\$6,400		40 hrs	\$160.00	\$6,400	
Distribution Calculations & Prep		50 hrs	\$120.00	\$6,000		50 hrs	\$120.00	\$6,000		50 hrs	\$120.00	\$6,000		50 hrs	\$120.00	\$6,000		50 hrs	\$120.00	\$6,000	
ACH Ping		26,551 units	\$0.10	\$2,655		39,827 units	\$0.10	\$3,983		53,103 units	\$0.10	\$5,310		79,654 units	\$0.10	\$7,965		106,205 units	\$0.10	\$10,621	
- ACH Ping Failures	10%	23,996 units	\$0.35	\$8,398	10%	35,844 units	\$0.35	\$12,546	10%	47,793 units	\$0.35	\$16,727	10%	71,689 units	\$0.35	\$25,091	10%	106,205 units	\$0.35	\$33,455	
ACH Deposit		507,129 cks	\$0.15	\$76,069		760,694 cks	\$0.15	\$114,104		1,014,258 cks	\$0.15	\$152,139		1,521,386 cks	\$0.15	\$228,208		2,028,516 cks	\$0.15	\$304,277	
Distribution Management		40 hrs	\$290.00	\$11,600		40 hrs	\$290.00	\$11,600		40 hrs	\$290.00	\$11,600		40 hrs	\$290.00	\$11,600		40 hrs	\$290.00	\$11,600	
Returned Undeliverable Checks	1%	5,072 cks		\$1,020	1%	7,607 cks		\$1,445	1%	10,142 cks		\$1,815	1%	15,183 cks		\$2,884	1%	20,228 cks		\$3,845	
- Handling of Returned Undeliverable Mail		12 hrs	\$85.00	\$1,020		17 hrs	\$85.00	\$1,445		19 hrs	\$85.00	\$1,615		20 hrs	\$85.00	\$1,700		31 hrs	\$85.00	\$2,635	
Release Checks (Batched & Re-issued)	1%	5,072 cks	\$4.50	\$22,824	1%	7,607 cks	\$4.50	\$34,232	1%	10,142 cks	\$4.50	\$45,639	1%	15,183 cks	\$4.50	\$68,314	1%	20,228 cks	\$4.50	\$91,026	
Post-Distribution Follow-up & Reports		30 hrs	\$120.00	\$3,600		30 hrs	\$120.00	\$3,600		30 hrs	\$120.00	\$3,600		30 hrs	\$120.00	\$3,600		30 hrs	\$120.00	\$3,600	
Settlement Fund Tax Returns (Annual)		1 yrs	\$1,750.00	\$1,750		1 yrs	\$1,750.00	\$1,750		1 yrs	\$1,750.00	\$1,750		1 yrs	\$1,750.00	\$1,750		1 yrs	\$1,750.00	\$1,750	
SUB-TOTAL OF DISBURSEMENTS & TAX REPORTING				\$140,282				\$195,659				\$239,373				\$326,546				\$471,624	
SUB-TOTAL ADMINISTRATION COSTS				\$409,009				\$487,535				\$554,906				\$667,792				\$827,349	
Plus Estimated Postage*				\$327,524				\$428,432				\$526,858				\$724,672				\$930,093	
TOTAL ESTIMATED COST**				\$736,532				\$915,967				\$1,081,764				\$1,392,463				\$1,757,441	
NOT-TO-EXCEED AMOUNT****				\$736,500				\$736,500				\$736,500				\$736,500				\$736,500	

* Due to a global paper shortage, the final pricing will be determined prior to the mailing once final counts are provided, mailing dates are set and paper availability has been confirmed.
 ** Please note the USPS has indicated there will be a postal rate increase in July 2023.

ADDITIONAL SERVICES	RESPONSE RATE	QUANTITY	RATE PER UNIT	ESTIMATED COST	TOTAL
Print/Mail Notice to Bouncebacks (1-page Letter)					
- 1-page Notice, Outbound Envelope		303,056 units	\$0.067	\$20,170	
- Print Production Management		10 hrs	\$85.00	\$850	
- Forwarding of Returned Mail with USPS Forwarding Addresses	1%	3,031 units	\$0.80	\$2,425	
- Data Entry for Re-mails to New Addresses		3,031 units	\$0.50	\$1,516	
- Returned Undeliverable Mail	10%	30,306 units	\$0.10	\$3,031	
Sub-total of Print/Mail Notice to Bouncebacks (1-page Letter)				\$27,991	
Estimated Postage				\$171,409	
Total Estimated Cost of Print/Mail Notice to Bouncebacks (1-page Letter)				\$199,400	

STANDARD HOURLY RATES	RATE PER UNIT
KCC Standard Hourly Rates	
- Principal	\$200.00 /hour
- Director	\$235.00 /hour
- Sr. Manager	\$185.00 /hour
- Manager	\$160.00 /hour
- Supervisor	\$120.00 /hour
- Staff	\$60.00 - \$85.00 /hour

OTHER SERVICES AND OUT-OF-POCKET EXPENSES	RATE PER UNIT
Other Services and Ad Hoc Reporting, as needed or requested	(standard hourly rates)
Other Charges and Out-of-Pocket Costs***	(actual)

* Estimated Postage and Handling.
 ** Does not include applicable taxes or escheatment services.
 *** Includes, but is not limited to long distance calls, overnight shipping, photocopies, storage, PO Box rentals, broker fees, etc.
 **** Not-to-Exceed Amount is contingent 10,620,000 class members, does not include postage (including anticipated increase in July), and providing no change in the stated scope or assumptions.

This Class Action Administration Services Estimate and the attached Cost Summary & Scope of Services (together, the "Proposal") are valid for ninety days from 6/16/2023. After such period, KCC reserves the right to amend the Proposal (including, without limitation, by increasing fees and costs) or to withdraw the Proposal in its sole discretion.

All services to be provided to the undersigned (the "Client") and all fees and costs set forth in the Proposal are subject to the terms, specifications, assumptions and conditions set forth in the Proposal and the attached Terms and Conditions (the "Terms of Service"). The estimated fees and charges in the Proposal are based on certain information provided to KCC as well as significant assumptions. Accordingly, this estimate is not intended to limit KCC's actual fees and charges, which may be less or more than estimated due to the scope of actual services or changes to the underlying facts or assumptions.

KCC Class Actions Services, LLC

BY: _____ DATE: _____

TITLE: _____

Financially Responsible Party

BY: _____ DATE: _____

TITLE: _____

TERMS AND CONDITIONS

All services to be provided by KCC Class Action Services, LLC (together with its affiliates, "KCC"), including services provided to Client as set forth in the attached Proposal, are subject to the following Terms and Conditions:

- 1. SERVICES.** KCC agrees to provide the services set forth in the Proposal attached hereto (the "Services"). Capitalized terms not otherwise defined herein have the meanings given to such terms in the Proposal. KCC will often take direction from Client's representatives, employees, agents and/or professionals (collectively, the "Client Parties") with respect to the Services. The parties agree that KCC may rely upon, and Client agrees to be bound by, any direction, advice or information provided by the Client Parties to the same extent as if provided by Client. Client agrees and understands that KCC shall not provide Client or any other party with any legal advice.
- 2. PRICES, CHARGES AND PAYMENT.** KCC agrees to charge and Client agrees to pay, subject to the terms herein, KCC for its fees and charges as set forth in the Proposal. Client acknowledges that any estimate in the Proposal is based on information provided by Client to KCC and actual fees and charges may vary depending on the circumstances and length of the case. Notwithstanding the foregoing, where total charges are expected to exceed \$10,000 in any single month, KCC may require advance payment from Client due and payable upon demand and prior to the performance of services. KCC's prices are inclusive of commission and other charges and are generally adjusted periodically to reflect changes in the business and economic environment. KCC reserves the right to reasonably increase its prices, charges and rates annually. If any such increase exceeds 10%, KCC will give thirty (30) days written notice to Client. Client agrees to pay the reasonable out of pocket expenses incurred by KCC in connection with Services, including, but not limited to, transportation, lodging, and meals.

KCC agrees to submit its invoices to Client and Client agrees that the amount invoiced is due and payable upon receipt. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Client further agrees to pay a late charge (the "Finance Charge"), calculated as one and one-half percent (1-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, Client shall give written notice to KCC within twenty (20) days of receipt of the invoice by Client. Client agrees the Finance Charge is applicable to instances where KCC agreed to provide certain pre-settlement work while deferring the billing of said work until the settlement phase.

- 3. FURTHER ASSURANCES.** Client agrees that it will use its best efforts to include provisions reasonably acceptable to KCC in any relevant court order, settlement agreement or similar document that provide for the payment of KCC's fees and expenses hereunder. No agreement to which KCC is not a party shall reduce or limit the full and prompt payment of KCC's fees and expenses as set forth herein and in the Proposal.
- 4. RIGHTS OF OWNERSHIP.** The parties understand that the software programs and other materials furnished by KCC to Client and/or developed during the course of the performance of Services are the sole property of KCC. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished to Client. Fees and expenses paid by Client do not vest in Client any rights in such property, it being understood that such property is only being made available for Client's use during and in connection with the Services provided by KCC.
- 5. CONFIDENTIALITY.** Each of KCC and Client, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the Services; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information. These provisions shall survive termination of Services. KCC will not accept, and Client agrees not to send, any information that may be deemed protected health information under state or federal law without the consent of the data subjects or pursuant to the terms of an agreed qualified protective order entered by a court of competent jurisdiction.
- 6. DOCUMENT RETENTION.** All data and records received in connection with the Services will be destroyed no later than six months after case closing, absent client agreement or legal requirement. Retention outside of KCC's standard schedule may result in additional storage charges to Client.
- 7. BANK ACCOUNTS.** At Client's request, KCC shall be authorized to establish accounts with financial institutions as agent for Client or as otherwise agreed by the parties. All Client accounts established by KCC shall be deposit accounts of commercial banks with capital exceeding \$1 billion and an FIR rating of above Investment Grade or higher (each, an "Approved Bank"). Notwithstanding the foregoing, the parties may utilize any financial institution or electronic payment service provider specified in the Proposal in connection with the services to be provided hereunder, or as otherwise agreed to in writing, which institution or provider will be deemed an Approved Bank. In some cases, KCC may derive financial benefits from financial institutions resulting from settlement funds and other moneys on deposit or invested with them including, for example, discounts provided on certain banking services and service fees. The amounts held pursuant to these Terms and Conditions ("Amounts Held") are at the sole risk of Client and, without limiting the generality of the foregoing, KCC shall

have no responsibility or liability for any diminution of the fund that may result from any deposit made with an Approved Bank including any losses resulting from a default by the Approved Bank or other credit losses. KCC shall have no responsibility or liability for any claims or losses arising from or related to the delivery of electronic payments. It is acknowledged and agreed that KCC will have acted prudently in depositing the fund at any Approved Bank, and KCC is not required to make any further inquiries in respect of any such bank.

Client hereby authorizes KCC to stop payment of checks issued in payment of settlement proceeds, if applicable, but not presented for payment, when the payees thereof allege either that they have not received the checks or that such checks have been mislaid, lost, stolen, destroyed or, through no fault of theirs, are otherwise beyond their control and cannot be produced by them for presentation and collection, and KCC shall issue and deliver duplicate checks in replacement thereof. Client shall indemnify KCC against any loss or damage resulting from reissuance of the checks. Further, in the event payees present their checks for payment through electronic or mobile deposit and subsequently present their checks for payment, at which point they are dishonored, Client shall indemnify KCC against any loss or damage resulting from the double presentment, including any holder in due course claims.

- 8. TERMINATION.** The Services may be terminated by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of KCC that causes serious and material harm to Client, (ii) the failure of Client to pay KCC invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services where KCC reasonably believes it will not be paid. Termination of Services shall not relieve Client of its obligations to pay all fees and expenses incurred prior to such termination.

In the event that the Services are terminated, regardless of the reason for such termination, KCC shall reasonably coordinate with Client to maintain an orderly transfer of data, programs, storage media or other materials furnished by Client to KCC or received by KCC in connection with the Services. Client agrees to pay for such services in accordance with KCC's then existing prices for such services.

- 9. LIMITATIONS OF LIABILITY AND INDEMNIFICATION.** Client shall indemnify and hold KCC, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to KCC's performance of Services. Such indemnification shall exclude Losses resulting from KCC's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. Client shall notify KCC in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that Client becomes aware of with respect to the Services provided by KCC.

Except as provided herein, KCC's liability to Client or any person making a claim through or under Client or in connection with Services for any Losses of any kind, even if KCC has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of KCC, shall be limited to the total amount billed or billable for the portion of the particular work which gave rise to the alleged Loss. In no event shall KCC's liability for any Losses, whether direct or indirect, arising out of the Services exceed the greater of (i) the total amount billed and paid by or through Client for the Services and (ii) solely in the event of any loss of the Amount Held caused by KCC's gross negligence or willful misconduct, the total Amount Held under Section 6. In no event shall KCC be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the Services. Except as expressly set forth herein, KCC makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity. The provisions of this Section 8 shall survive termination of Services.

- 10. FORCE MAJEURE.** KCC will not be liable for any delay or failure in performance when such delay or failure arises from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.
- 11. INDEPENDENT CONTRACTORS.** KCC is and shall be an independent contractor of Client and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of the Services or these Terms and Conditions.
- 12. NOTICES.** All notices and requests hereunder shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth in the Proposal or to such other address as the party to receive the notice or request so designates by written notice to the other.
- 13. APPLICABLE LAW.** These Terms and Conditions will be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law principles.

14. ENTIRE AGREEMENT; MODIFICATIONS; SEVERABILITY; BINDING EFFECT. These Terms and Conditions, together with the Proposal delivered pursuant hereto, constitutes the entire agreement and understanding of the parties in respect of the subject matter hereof and supersede all prior understandings, agreements or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof. If any provision herein shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. These Terms and Conditions may be modified only by a written instrument duly executed by the parties. All of the terms, agreements, covenants, representations, warranties and conditions of these Terms and Conditions are binding upon, and inure to the benefit of and are enforceable by, the parties and their respective successors and permitted assigns.

Exhibit 7

Peters v. Apple Inc. Settlement Administrator

P.O. Box #####

City, ST ZIP



A2E

VISIT THE SETTLEMENT WEBSITE BY SCANNING THE PROVIDED QR CODE

<<Barcode>>

Postal Service: Please do not mark barcode

Claim#: A4E-<<ClaimID>>-<<MailRec>>

<<First1>> <<Last1>>

<<Addr1>> <<Addr2>>

<<City>>, <<ST>> <<Zip>>

<<Country>>

Peters v. Apple Inc.

SUPERIOR COURT OF CALIFORNIA
LOS ANGELES COUNTY

No. 19STCV21787

All Payment Election forms must be submitted online or postmarked by DATE

Payment Election Form

This Payment Election Form may be submitted online at www.petersfamilysharingplan.com or completed and mailed to the address below. Submit your completed Payment Election Form online or mail it so it is postmarked no later than DATE.

I. CONTACT INFORMATION

The Settlement Administrator will use this information for communications and payments. If this information changes before settlement payments are issued, contact the Settlement Administrator at the address below.

Form fields for contact information: First Name, M.I., Last Name, Mailing Address (Line 1 and 2), City, State, Zip Code, Preferred Telephone Number.

E-mail Address

II. ATTESTATION AND SIGNATURE: I was enrolled in a Family Sharing group with at least one other person between June 21, 2015 and January 30, 2019, was a U.S. resident during that time, and purchased a subscription to an app (other than one published by Apple) through the App Store during that time. I declare under penalty of perjury that the information provided in this Payment Election Form, to the best of my knowledge, is true and correct.

Signature: _____ Date of Signature (mm/dd/yyyy): _____

III. PAYMENT SELECTION: Please select one of the following payment options:

ACH - Enter the information associated with your bank account:

Form fields for ACH payment: Routing Number, Account Number

Physical Check - Payment will be mailed to the address provided in Section I of this Payment Election Form.



FOR CLAIMS PROCESSING ONLY. Includes fields for OB, CB, and radio buttons for DOC, LC, REV, RED, A, B.

EXHIBIT 2



ELM Solutions

2022 Real Rate Report[®]

The industry's leading
analysis of law firm rates,
trends, and practices

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Report Use Considerations

2022 Real Rate Report

- Examines law firm rates over time
- Identifies rates by location, experience, firm size, areas of expertise, industry, and timekeeper role (i.e., partner, associate, and paralegal)
- Itemizes variables that drive rates up or down

All the analyses included in the report derive from the actual rates charged by law firm professionals as recorded on invoices submitted and approved for payment.

Examining real, approved rate information, along with the ranges of those rates and their changes over time, highlights the role these variables play in driving aggregate legal cost and income. The analyses can energize questions for both corporate clients and law firm principals.

Clients might ask whether they are paying the right amount for different types of legal services, while law firm principals might ask whether they are charging the right amount for legal services and whether to modify their pricing approach.

Some key factors¹ that drive rates²:

Attorney location - Lawyers in urban and major metropolitan areas tend to charge more when compared with lawyers in rural areas or small towns.

Litigation complexity - The cost of representation will be higher if the case is particularly complex or time-consuming; for example, if there are a large number of documents to review, many witnesses to depose, and numerous procedural steps, the case is likely to cost more (regardless of other factors like the lawyer's level of experience).

Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural issues.

Overhead - The costs associated with the firm's support network (paralegals, clerks, and assistants), document preparation, consultants, research, and other expenses.

Firm size - The rates can increase if the firm is large and has various timekeeper roles at the firm. For example, the cost to work with an associate or partner at a larger firm will be higher compared to a firm that has one to two associates and a paralegal.

¹ David Goguen, J.D., University of San Francisco School of Law (2020) Guide to Legal Services Billing Retrieved from: <https://www.lawyers.com/legal-info/research/guide-to-legal-services-billing-rates.html>

² Source: 2018 RRR. Factor order validated in multiple analyses since 2010

Section I: High-Level Data Cuts

All data and analysis based on
data collected thru Q2 2022

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Jackson MS	Litigation	Associate	56	\$55	\$225	\$250	\$178	\$203	\$175
		Partner	24	\$315	\$420	\$485	\$418	\$394	\$375
	Non-Litigation	Associate	25	\$55	\$126	\$255	\$155	\$125	\$259
Kansas City MO	Litigation	Partner	74	\$413	\$450	\$556	\$472	\$450	\$450
		Associate	50	\$252	\$329	\$385	\$319	\$316	\$305
	Non-Litigation	Partner	101	\$411	\$487	\$615	\$519	\$487	\$464
		Associate	73	\$250	\$320	\$385	\$322	\$312	\$285
Las Vegas NV	Non-Litigation	Partner	20	\$350	\$425	\$525	\$440	\$422	\$432
		Associate	11	\$238	\$267	\$368	\$301	\$297	\$282
Little Rock AR	Non-Litigation	Partner	11	\$215	\$215	\$308	\$264	\$256	\$298
Los Angeles CA	Litigation	Partner	322	\$516	\$725	\$1,045	\$799	\$739	\$702
		Associate	408	\$400	\$615	\$855	\$642	\$606	\$564
	Non-Litigation	Partner	521	\$596	\$868	\$1,201	\$903	\$902	\$858
		Associate	667	\$441	\$603	\$845	\$653	\$712	\$648

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Minneapolis MN	Non-Litigation	Associate	83	\$340	\$421	\$528	\$425	\$408	\$384
Nashville TN	Litigation	Partner	24	\$275	\$320	\$456	\$363	\$378	\$403
	Non-Litigation	Partner	78	\$412	\$484	\$576	\$505	\$481	\$470
		Associate	59	\$270	\$330	\$384	\$340	\$315	\$285
New Orleans LA	Litigation	Partner	47	\$290	\$332	\$412	\$343	\$330	\$340
		Associate	42	\$231	\$243	\$340	\$278	\$290	\$275
	Non-Litigation	Partner	32	\$295	\$347	\$405	\$419	\$380	\$391
		Associate	21	\$244	\$250	\$278	\$273	\$303	\$258
New York NY	Litigation	Partner	614	\$475	\$675	\$1,088	\$808	\$784	\$746
		Associate	631	\$323	\$460	\$729	\$545	\$527	\$509
	Non-Litigation	Partner	1,376	\$765	\$1,235	\$1,638	\$1,189	\$1,139	\$1,090
		Associate	1,809	\$550	\$776	\$1,050	\$796	\$766	\$716
Oklahoma City OK	Non-Litigation	Partner	14	\$235	\$338	\$393	\$337	\$319	\$311
Omaha NE	Litigation	Partner	12	\$293	\$339	\$353	\$329	\$338	\$341

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020	
Rochester NY	Non-Litigation	Partner	12	\$270	\$360	\$488	\$386	\$341	\$446	
		Associate	13	\$220	\$310	\$375	\$314	\$278	\$287	
Sacramento CA	Non-Litigation	Partner	11	\$381	\$437	\$682	\$534	\$559	\$516	
Salt Lake City UT	Litigation	Partner	14	\$246	\$353	\$468	\$363	\$333	\$379	
		Non-Litigation	Partner	42	\$297	\$371	\$447	\$391	\$363	\$353
			Associate	22	\$220	\$240	\$270	\$248	\$247	\$228
San Diego CA	Litigation	Associate	23	\$151	\$225	\$300	\$255	\$258	\$264	
		Non-Litigation	Partner	89	\$332	\$540	\$1,066	\$699	\$667	\$649
			Associate	71	\$250	\$325	\$424	\$373	\$378	\$351
San Francisco CA	Litigation	Partner	143	\$423	\$675	\$995	\$742	\$711	\$691	
		Associate	98	\$325	\$430	\$731	\$525	\$517	\$470	
		Non-Litigation	Partner	221	\$475	\$750	\$950	\$758	\$746	\$741
			Associate	151	\$338	\$486	\$702	\$545	\$563	\$507
San Jose CA	Litigation	Partner	33	\$654	\$921	\$1,133	\$916	\$907	\$864	

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
San Jose CA	Litigation	Associate	22	\$461	\$580	\$745	\$608	\$593	\$498
		Partner	50	\$660	\$864	\$1,303	\$969	\$985	\$887
	Non-Litigation	Associate	46	\$380	\$460	\$775	\$616	\$639	\$567
Seattle WA	Litigation	Partner	76	\$497	\$655	\$760	\$635	\$567	\$510
		Associate	61	\$394	\$468	\$530	\$447	\$453	\$395
	Non-Litigation	Partner	148	\$410	\$526	\$760	\$571	\$547	\$547
		Associate	113	\$310	\$395	\$502	\$422	\$401	\$377
St. Louis MO	Litigation	Partner	46	\$260	\$350	\$435	\$376	\$373	\$388
		Associate	17	\$197	\$225	\$250	\$228	\$237	\$232
	Non-Litigation	Partner	57	\$352	\$419	\$540	\$451	\$446	\$473
Tampa FL	Litigation	Partner	31	\$369	\$508	\$595	\$490	\$467	\$452
		Associate	15	\$269	\$298	\$368	\$316	\$302	\$306
Trenton NJ	Non-Litigation	Partner	21	\$408	\$600	\$700	\$569	\$620	\$581
		Associate	12	\$480	\$495	\$500	\$448	\$376	\$387

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Associate

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2022	2021	2020
Kansas City MO	3 to Fewer Than 7 Years	15	\$270	\$325	\$360	\$318	\$295	\$283
	7 or More Years	28	\$292	\$334	\$391	\$333	\$312	\$302
Los Angeles CA	Fewer Than 3 Years	63	\$429	\$595	\$654	\$556	\$524	\$488
	3 to Fewer Than 7 Years	144	\$486	\$688	\$838	\$662	\$626	\$530
	7 or More Years	171	\$351	\$550	\$840	\$600	\$634	\$586
Miami FL	3 to Fewer Than 7 Years	19	\$300	\$360	\$457	\$380	\$331	\$313
	7 or More Years	36	\$295	\$450	\$595	\$460	\$433	\$385
Minneapolis MN	Fewer Than 3 Years	11	\$374	\$405	\$446	\$408		\$230
	3 to Fewer Than 7 Years	27	\$340	\$451	\$510	\$421	\$358	\$356
	7 or More Years	27	\$423	\$468	\$585	\$478	\$438	\$392
Nashville TN	7 or More Years	12	\$219	\$245	\$345	\$282	\$266	\$262
New Orleans LA	3 to Fewer Than 7 Years	12	\$232	\$243	\$265	\$261	\$242	\$245
	7 or More Years	18	\$243	\$312	\$343	\$306	\$318	\$294
New York NY	Fewer Than 3 Years	142	\$443	\$622	\$775	\$629	\$600	\$652

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Partner

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2022	2021	2020
Kansas City MO	Fewer Than 21 Years	46	\$400	\$450	\$537	\$473	\$411	\$397
	21 or More Years	68	\$440	\$553	\$658	\$539	\$497	\$491
Las Vegas NV	Fewer Than 21 Years	12	\$284	\$381	\$495	\$389	\$349	\$343
	21 or More Years	13	\$350	\$425	\$515	\$468	\$456	\$472
Los Angeles CA	Fewer Than 21 Years	183	\$533	\$801	\$1,075	\$804	\$797	\$682
	21 or More Years	333	\$550	\$765	\$1,133	\$863	\$842	\$808
Memphis TN	Fewer Than 21 Years	14	\$288	\$331	\$380	\$345	\$317	\$328
	21 or More Years	15	\$355	\$415	\$425	\$394	\$382	\$375
Miami FL	Fewer Than 21 Years	57	\$370	\$450	\$598	\$490	\$498	\$443
	21 or More Years	104	\$388	\$581	\$749	\$584	\$580	\$536
Milwaukee WI	21 or More Years	16	\$302	\$454	\$613	\$589	\$515	\$530
Minneapolis MN	Fewer Than 21 Years	36	\$470	\$530	\$607	\$532	\$486	\$499
	21 or More Years	84	\$507	\$675	\$796	\$656	\$620	\$589
Nashville TN	Fewer Than 21 Years	28	\$375	\$405	\$535	\$449	\$405	\$397

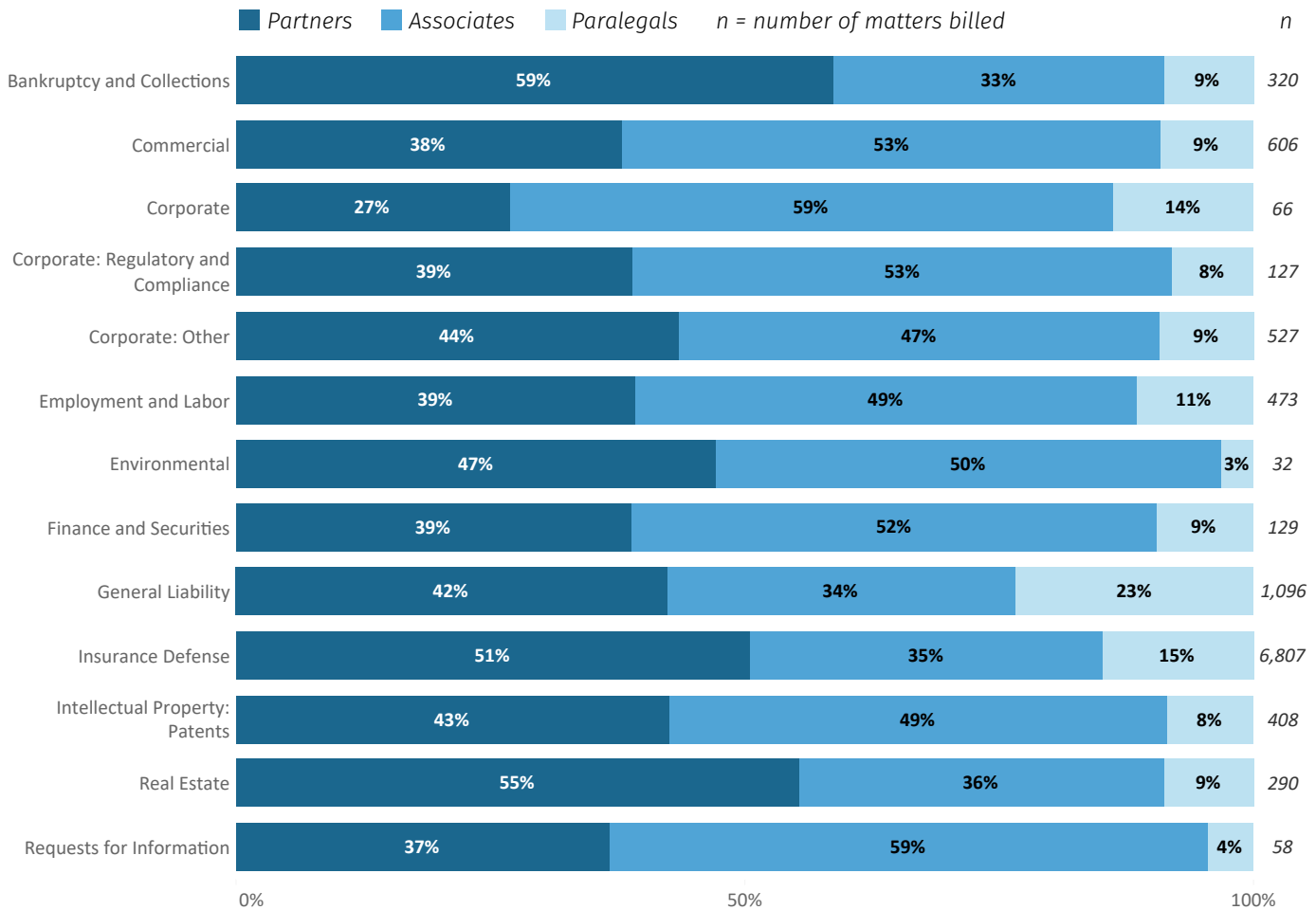
Section VI: Matter Staffing Analysis

All data and analysis based on
data collected thru Q2 2022

Section VI: Matter Staffing Analysis

Long Litigation Matters, More Than 100 Total Hours Billed

2019 to 2022 -- Percentage of Hours Billed per Matter



Section VII: Data Methodology

All data and analysis based on
data collected thru Q2 2022

Appendix: Data Methodology

Invoice Information

Data in Wolters Kluwer ELM Solutions' reference database and the 2022 Real Rate Report were taken from invoice line-item entries contained in invoices received and approved by participating companies.

Invoice data were received in the Legal Electronic Data Exchange Standard (LEDES) format (LEDES.org). The following information was extracted from those invoices and their line items:

- Law firm (which exists as a random number in the ELM Solutions reference database)
- Timekeeper ID (which exists as a random number in the ELM Solutions reference database)
- Matter ID (which exists as a random number in the ELM Solutions reference database)
- Timekeeper's position (role) within the law firm (partner, associate, paralegal, etc.)
- Uniform Task-Based Management System Code Set, Task Codes, and Activity Codes (UTBMS.com)
- Date of service
- Hours billed
- Hourly rate billed
- Fees billed

Non-Invoice Information

To capture practice area details, the matter ID within each invoice was associated with matter profiles containing areas of work in the systems of each company. The areas of work were then systematically categorized into legal practice areas. Normalization of practice areas was done based on company mappings to system-level practice areas available in the ELM Solutions system and by naming convention.

The majority of analyses included in this report have been mapped to one of 11 practice areas, further divided into sub-areas and litigation/non-litigation (for more information on practice areas and sub-areas, please refer to pages 232-234).

To capture location and jurisdiction details, law firms and timekeepers were systematically mapped to the existing profiles within ELM Solutions systems, as well as with publicly available data sources for further validation and normalization. Where city location information is provided, it includes any address within that city's defined Core-Based Statistical Area (CBSA) as defined by the Office of Management and Budget (OMB). The CBSAs are urban centers with populations of 10,000 or more and include all adjacent counties that are economically integrated with that urban center.

Where the analyses focus on partners, associates, and paralegals, the underlying data occasionally included some sub-roles, such as "senior partner" or "junior associate." In such instances, those timekeeper sub-roles were placed within the broader partner, associate, and paralegal segments.

Demographics regarding law firm size, location, and lawyer years of experience were augmented by incorporating publicly available information.

Appendix: Data Methodology

A Note on US Cities

Principal City	CBSA Name
Hartford, CT	Hartford-East Hartford-Middletown, CT
Honolulu, HI	Urban Honolulu HI
Houston, TX	Houston-The Woodlands-Sugar Land, TX
Indianapolis, IN	Indianapolis-Carmel-Anderson, IN
Jackson, MS	Jackson, MS
Jacksonville, FL	Jacksonville, FL
Kansas City, MO	Kansas City, MO-KS
Lafayette, LA	Lafayette, LA
Las Vegas, NV	Las Vegas-Henderson-Paradise, NV
Lexington, KY	Lexington-Fayette, KY
Little Rock, AR	Little Rock-North Little Rock-Conway, AR
Los Angeles, CA	Los Angeles-Long Beach-Anaheim, CA
Louisville, KY	Louisville/Jefferson County, KY-IN
Madison, WI	Madison, WI
Memphis, TN	Memphis-Forrest City, TN-MS-AR
Miami, FL	Miami-Fort Lauderdale-Pompano Beach, FL
Milwaukee, WI	Milwaukee-Waukesha, WI
Minneapolis, MN	Minneapolis-St. Paul-Bloomington, MN-WI
Nashville, TN	Nashville-Davidson-Murfreesboro-Franklin, TN
New Haven, CT	New Haven-Milford, CT
New Orleans, LA	New Orleans-Metairie, LA
New York, NY	New York-Newark-Jersey City, NY-NJ-PA
Oklahoma City, OK	Oklahoma City, OK
Omaha, NE	Omaha-Council Bluffs, NE-IA
Orlando, FL	Orlando-Kissimmee-Sanford, FL
Philadelphia, PA	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD
Phoenix, AZ	Phoenix-Mesa-Chandler, AZ
Pittsburgh, PA	Pittsburgh, PA
Portland, ME	Portland-South Portland, ME
Portland, OR	Portland-Vancouver-Hillsboro, OR-WA
Providence, RI	Providence-Warwick, RI-MA
Raleigh, NC	Raleigh-Cary, NC
Reno, NV	Reno-Carson City-Fernley, NV

Appendix: Data Methodology

Bankruptcy and Collections

Chapter 11	General/Other
Collections	Workouts and Restructuring

Commercial (Commercial Transactions and Agreements)

Contract Breach or Dispute
General, Drafting, and Review
General/Other

Corporate¹

Antitrust and Competition	Partnerships and Joint Ventures
Corporate Development	Regulatory and Compliance
General/Other	Tax
Governance	Treasury
Information and Technology	White Collar/Fraud/Abuse
Mergers, Acquisitions, and Divestitures	

Employment and Labor

ADA	General/Other
Agreements	Immigration
Compensation and Benefits	Union Relations and Negotiations/NLRB
Discrimination, Retaliation, and Harassment/EEO	Wages, Tips, and Overtime
Employee Dishonesty/Misconduct	Wrongful Termination
ERISA	

Environmental

General/Other	Superfund
Health and Safety	Waste/Remediation

Finance and Securities

Commercial Loans and Financing	Investments and Other Financial Instruments
Debt/Equity Offerings	Loans and Financing
Fiduciary Services	SEC Filings and Financial Reporting
General/Other	Securities and Banking Regulations

General Liability

Asbestos/Mesothelioma	Personal Injury/Wrongful Death
Auto and Transportation	Premises
Consumer Related Claims	Product and Product Liability
Crime, Dishonesty and Fraud	Property Damage
General/Other	Toxic Tort

¹ All references to “Corporate: General/Other” in the Real Rate Report are the aggregation of all Corporate sub-areas excluding the Mergers, Acquisitions, and Divestitures sub-area and the Regulatory and Compliance sub-area.

EXHIBIT 3

Free Newsletter Sign Up

Business & Practice

Big Law Rates Topping \$2,000 Leave Value ‘In Eye of Beholder’

By Roy Strom

Column

June 9, 2022, 2:30 AM

Welcome back to the Big Law Business column on the changing legal marketplace written by me, Roy Strom. Today, we look at a new threshold for lawyers' billing rates and why it's so difficult to put a price on high-powered attorneys. Sign up to receive this column in your inbox on Thursday mornings. Programming note: Big Law Business will be off next week.

Some of the nation's top law firms are charging more than \$2,000 an hour, setting a new pinnacle after a two-year burst in demand.

Partners at Hogan Lovells and Latham & Watkins have crossed the threshold, according to court documents in bankruptcy cases filed within the past year.

Other firms came close to the mark, billing more than \$1,900, according to the documents. They include Kirkland & Ellis, Simpson Thacher & Bartlett, Boies Schiller Flexner, and Sidley Austin.

Simpson Thacher & Bartlett litigator Bryce Friedman, who helps big-name clients out of jams, especially when they're accused of fraud, charges \$1,965 every 60 minutes, according to a court document.

In need of a former acting US Solicitor General? Hogan Lovells partner Neal Katyal bills time at \$2,465 an hour. Want to hire famous litigator David Boies? That'll cost \$1,950 an hour (at least). Reuters was first to report their fees.

Eye-watering rates are nothing new for Big Law firms, which typically ask clients to pay higher prices at least once a year, regardless of broader market conditions.

"Value is in the eye of the beholder," said John O'Connor, a San Francisco-based expert on legal fees. "The perceived value of a good lawyer can reach into the multi-billions of dollars."

Kirkland & Ellis declined to comment on its billing rates. None of the other firms responded to requests to comment.

Charge It Up

Big Law firms are crossing the \$2,000-an-hour threshold after two years of surging rates driven by an increase in demand for lawyers.

Firm	Highest Billing Rate
Hogan Lovells	\$2,465
Latham & Watkins	\$2,075
Kirkland & Ellis	\$1,995
Simpson Thacher & Bartlett	\$1,965
Boies Schiller Flexner	\$1,950
Sidley Austin	\$1,900

Source: Court documents

Bloomberg Law

Law firms have been more successful raising rates than most other businesses over the past 15 years.

Law firm rates rose by roughly 40 percent from 2007 to 2020, or just short of 3 percent per year, Thomson Reuters Peer Monitor data show. US inflation rose by about 28% during that time.

The 100 largest law firms in the past two years achieved their largest rate increases in more than a decade, Peer Monitor says. The rates surged more than 6% in 2020 and grew another 5.6% through November of last year. Neither level had been breached since 2008.

The price hikes occurred during a once-in-a-decade surge in demand for law services, which propelled profits at firms to new levels. Fourteen law firms reported average profits per equity partner in 2021 over \$5 million, according to data from The American Lawyer. That was up from six the previous year.

The highest-performing firms, where lawyers charge the highest prices, have outperformed their smaller peers. Firms with leading practices in markets such as mergers and acquisitions, capital markets, and real estate were forced to turn away work at some points during the pandemic-fueled surge.

Firms receive relatively tepid pushback from their giant corporate clients, especially when advising on bet-the-company litigation or billion-dollar deals.

The portion of bills law firms collected—a sign of how willingly clients pay full-freight—rose during the previous two years after drifting lower following the Great Financial Crisis. Collection rates last year breached 90% for the first time since 2009, Peer Monitor data show.

Professional rules prohibit lawyers from charging “unconscionable” or “unreasonable” rates. But that doesn’t preclude clients from paying any price they perceive as valuable, said Jacqueline Vinaccia, a San Diego-based lawyer who testifies on lawyer fee disputes.

Lawyers’ fees are usually only contested when they will be paid by a third party.

That happened recently with Hogan Lovells’ Katyal, whose nearly \$2,500 an hour fee was contested in May by a US trustee overseeing a bankruptcy case involving a Johnson & Johnson unit facing claims its talc-based powders caused cancer.

The trustee, who protects the financial interests of bankruptcy estates, argued Katyal’s fee was more than \$1,000 an hour higher than rates charged by lawyers in the same case at Jones Day and Skadden Arps Slate Meagher & Flom.

A hearing on the trustee’s objection is scheduled for next week. Hogan Lovells did not respond to a request for comment on the objection.

Vinaccia said the firm’s options will be to reduce its fee, withdraw from the case, or argue the levy is reasonable, most likely based on Katyal’s extensive experience arguing appeals.

Still, the hourly rate shows just how valuable the most prestigious lawyers’ time can be—even compared to their highly compensated competitors.

“If the argument is that Jones Day and Skadden Arps are less expensive, then you’re already talking about the cream of the crop, the top-of-the-barrel law firms,” Vinaccia said. “I can’t imagine a case in which I might argue those two firms are more reasonable than the rates I’m dealing with.”

Worth Your Time

On Cravath: Cravath Swaine & Moore is heading to Washington, opening its first new office since 1973 by hiring former heads of the U.S. Securities and Exchange Commission and Federal Deposit Insurance Corporation. Meghan Tribe reports the move comes as Big Law firms are looking to add federal government expertise as clients face more regulatory scrutiny.

On Big Law Promotions: It’s rare that associates get promotions to partner in June, but Camille Vasquez is now a Brown Rudnick partner after she shot to fame representing Johnny Depp in his defamation trial against ex-wife Amber Heard.

On Working From Home: I spoke this week with Quinn Emanuel’s John Quinn about why he thinks law firm life is never going back to the office-first culture that was upset by the pandemic. Listen to the podcast [here](#).



That's it for this week! Thanks for reading and please send me your thoughts, critiques, and tips.

To contact the reporter on this story: Roy Strom in Chicago at rstrom@bloomberglaw.com

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Law Firms

Simpson Thacher
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Topics

expert fees
compensation of bankruptcy attorney
acquisitions
U.S. trustees
financial markets
client-paid legal fees
data breaches

Companies

Johnson & Johnson
Thomson Reuters Corp

EXHIBIT 4

Wilshire Law Firm, PLC
Transaction Detail by Account
All Transactions

1/4/2024					
Accrual Basis					
Type	Date	Num	Memo	Amount	Cummulative Total
COST					
Expert Fees					
<i>William Easttom II</i>					
	5/6/2020	64347	Expert Fees - William Easttom II	1,000.00	1,000.00
	5/6/2020	64348	Expert Fees - William Easttom II	2,700.00	3,700.00
<i>William Easttom II</i> <i>SUBTOTAL</i>				3,700.00	3,700.00
<i>Harper Litigation</i> <i>Consulting & Research</i>					
	6/3/2021	2185	Expert Fees - Harper Litigation Consulting & Research	7,500.00	7,500.00
	7/1/2021	2196	Expert Fees - Harper Litigation Consulting & Research	7,678.00	15,178.00
	7/15/2021	2200	Expert Fees - Harper Litigation Consulting & Research	4,500.00	19,678.00
	7/28/2021	2202	Expert Fees - Harper Litigation Consulting & Research	16,290.00	35,968.00
	8/23/2021	2207	Expert Fees - Harper Litigation Consulting & Research	4,326.00	40,294.00
	9/16/2021	2213	Expert Fees - Harper Litigation Consulting & Research	4,920.00	45,214.00
	9/28/2021	2215	Expert Fees - Harper Litigation Consulting & Research	3,600.00	48,814.00
	10/5/2021	2203	Expert Fees - Harper Litigation Consulting & Research	1,800.00	50,614.00
	10/27/2021	CC112123	Expert Fees - Harper Litigation Consulting & Research	2,100.00	52,714.00
	2/23/2022	2253	Expert Fees - Harper Litigation Consulting & Research	650.00	53,364.00
	4/26/2022	WIRE	Expert Fees - Harper Litigation Consulting & Research	4,225.00	57,589.00
	9/14/2022	2341	Expert Fees - Harper Litigation Consulting & Research	12,645.00	70,234.00
	9/27/2022	2345	Expert Fees - Harper Litigation Consulting & Research	5,318.45	75,552.45
<i>Harper Litigation Consulting & Research</i> <i>SUBTOTAL</i>				75,552.45	75,552.45
<i>Brazell Institute of</i> <i>Marketing Science</i>					
	8/20/2021	WIRE	Expert Fees - Brazell Institute of Marketing Science	75,000.00	75,000.00
	10/14/2021	422	Expert Fees - Brazell Institute of Marketing Science	26,286.00	101,286.00
<i>Brazell Institute of Marketing Science</i> <i>SUBTOTAL</i>				101,286.00	101,286.00
<i>TelSwitch, Inc.</i>					
	10/4/2021	74295	Expert Fees - TelSwitch, Inc.	5,000.00	5,000.00
	10/12/2021	2110300533	Expert Fees - TelSwitch, Inc.	3,759.48	8,759.48
	10/21/2021	2110600533	Expert Fees - TelSwitch, Inc.	3,611.08	12,370.56
	11/8/2021	2110700533	Expert Fees - TelSwitch, Inc.	3,925.60	16,296.16
	11/8/2021	2110800533	Expert Fees - TelSwitch, Inc.	2,450.00	18,746.16
	12/16/2021	2112000533	Expert Fees - TelSwitch, Inc.	6,287.70	25,033.86
	12/17/2021	2112200533	Expert Fees - TelSwitch, Inc.	1,464.40	26,498.26
	1/9/2022	2201300533	Expert Fees - TelSwitch, Inc.	449.54	26,947.80
	2/16/2022	2202400533	Expert Fees - TelSwitch, Inc.	274.40	27,222.20
	2/24/2022	2202500533	Expert Fees - TelSwitch, Inc.	1,750.00	28,972.20
	2/24/2022	2202600533	Expert Fees - TelSwitch, Inc.	960.40	29,932.60
	3/7/2022	2202700533	Expert Fees - TelSwitch, Inc.	1,134.00	31,066.60
	3/14/2022	2203800533	Expert Fees - TelSwitch, Inc.	341.60	31,408.20
	8/9/2022	2208000533	Expert Fees - TelSwitch, Inc.	355.60	31,763.80
	8/9/2022	2208100533	Expert Fees - TelSwitch, Inc.	260.40	32,024.20
	8/9/2022	2208900533	Expert Fees - TelSwitch, Inc.	145.60	32,169.80
	8/22/2022	2208200533	Expert Fees - TelSwitch, Inc.	1,845.75	34,015.55
	8/30/2022	2208300533	Expert Fees - TelSwitch, Inc.	1,761.20	35,776.75
	9/12/2022	2209400533	Expert Fees - TelSwitch, Inc.	2,749.60	38,526.35
	9/12/2022	2209500533	Expert Fees - TelSwitch, Inc.	1,811.60	40,337.95
	9/20/2022	2209600533	Expert Fees - TelSwitch, Inc.	1,590.40	41,928.35
<i>TelSwitch, Inc.</i> <i>SUBTOTAL</i>				41,928.35	41,928.35
<i>EconONE Research, Inc.</i>					
	8/5/2021	20321	Expert Fees - EconONE Research, Inc.	3,239.00	3,239.00
	12/15/2021	20435	Expert Fees - EconONE Research, Inc.	22,908.50	26,147.50
	4/13/2022	21642	Expert Fees - EconONE Research, Inc.	27,322.00	53,469.50

	5/2/2022	21694	Expert Fees - EconONE Research, Inc.	1,826.00	55,295.50
	5/13/2022	2294	Expert Fees - EconONE Research, Inc.	4,872.00	60,167.50
	6/7/2022	21871	Expert Fees - EconONE Research, Inc.	12,823.50	72,991.00
	10/5/2022	22478	Expert Fees - EconONE Research, Inc.	12,238.50	85,229.50
<i>EconONE Research, Inc.</i>				85,229.50	85,229.50
<i>SUBTOTAL</i>					
<i>Econ Mech, Inc.</i>					
	8/25/2021	73475	Expert Fees - Econ Mech, Inc.	5,000.00	5,000.00
	10/6/2021	(10/05/2021)	Expert Fees - Econ Mech, Inc.	18,370.00	23,370.00
	3/28/2022	(02/28/2022)	Expert Fees - Econ Mech, Inc.	4,554.00	27,924.00
	3/28/2022	(03/26/2022)	Expert Fees - Econ Mech, Inc.	2,860.00	30,784.00
	6/14/2022	105115	Expert Fees - Econ Mech, Inc.	3,740.00	34,524.00
	9/1/2022	107078	Expert Fees - Econ Mech, Inc.	10,890.00	45,414.00
	9/27/2022	(09/26/2022)	Expert Fees - Econ Mech, Inc.	21,780.00	67,194.00
<i>Econ Mech, Inc.</i>				67,194.00	67,194.00
<i>SUBTOTAL</i>					
<i>David Bell</i>					
	3/23/2022	1	Expert Fees - David Bell	37,400.00	37,400.00
	7/6/2022	2	Expert Fees - David Bell	13,600.00	51,000.00
	10/14/2022	3	Expert Fees - David Bell	21,250.00	72,250.00
	10/14/2022	4	Expert Fees - David Bell	68,000.00	140,250.00
<i>David Bell</i>				140,250.00	140,250.00
<i>SUBTOTAL</i>					
<i>Jon Krosnick</i>					
	8/8/2022	106459	Expert Fees - Jon Krosnick	10,000.00	10,000.00
	9/1/2022	107079	Expert Fees - Jon Krosnick	6,420.00	16,420.00
	10/25/2022	(10/23/2022)	Expert Fees - Jon Krosnick	8,170.00	24,590.00
	2/6/2023	11903	Expert Fees - Jon Krosnick	7,220.00	31,810.00
<i>Jon Krosnick</i>				31,810.00	31,810.00
<i>SUBTOTAL</i>					
<i>Greg Allenby, PhD, MBA</i>					
	8/20/2021	WIRE	Expert Fees - Greg Allenby, PhD, MBA	75,000.00	75,000.00
	10/29/2021	WIRE	Expert Fees - Greg Allenby, PhD, MBA	60,000.00	135,000.00
	10/24/2022	101	Expert Fees - Greg Allenby, PhD, MBA	32,000.00	167,000.00
<i>Greg Allenby, PhD, MBA</i>				167,000.00	167,000.00
<i>SUBTOTAL</i>					
<i>Thomas Maronick</i>					
	9/2/2021	(09/02/21)	Expert Fees - Thomas Maronick	35,326.50	35,326.50
	7/6/2022	105685	Expert Fees - Thomas Maronick	9,750.00	45,076.50
<i>Thomas Maronick</i>				45,076.50	45,076.50
<i>SUBTOTAL</i>					
<i>Bobby Calder</i>					
	12/1/2021	100021	Expert Fees - Bobby Calder	32,400.00	32,400.00
	8/4/2022	106347	Expert Fees - Bobby Calder	13,800.00	46,200.00
	9/7/2022	107229	Expert Fees - Bobby Calder	9,900.00	56,100.00
<i>Bobby Calder</i>				56,100.00	56,100.00
<i>SUBTOTAL</i>					
<i>Abba Krieger</i>					
	3/17/2022	WIRE	Expert Fees - Abba Krieger	36,000.00	36,000.00
	8/16/2022	106701	Expert Fees - Abba Krieger	16,500.00	52,500.00
	9/9/2022	1002	Expert Fees - Abba Krieger	2,150.00	54,650.00
	3/10/2023	12894	Expert Fees - Abba Krieger	7,000.00	61,650.00
<i>Abba Krieger</i>				61,650.00	61,650.00
<i>SUBTOTAL</i>					
<i>Robert Alan Leder</i>					
	7/19/2022	105989	Expert Fees - Robert Alan Leder	400.00	400.00
<i>Robert Alan Leder</i>				400.00	400.00
<i>SUBTOTAL</i>					
<i>AM Gjovik Consulting LLC</i>					
	8/8/2022	106479	Expert Fees - AM Gjovik Consulting LLC	2,000.00	2,000.00
	9/30/2022	09/29/22	Expert Fees - AM Gjovik Consulting LLC	55,000.00	57,000.00
<i>AM Gjovik Consulting LLC</i>				57,000.00	57,000.00
<i>SUBTOTAL</i>					
<i>Strategy Team, Ltd.</i>					
	9/1/2022	107083	Expert Fees - Strategy Team, Ltd.	20,000.00	20,000.00
<i>Strategy Team, Ltd.</i>				20,000.00	20,000.00
<i>SUBTOTAL</i>					
<i>Cornerstone Research, Inc</i>					
	10/12/2022	100472	Expert Fees - Cornerstone Research, Inc	36,475.00	36,475.00
<i>Cornerstone Research, Inc</i>				36,475.00	36,475.00
<i>SUBTOTAL</i>					
Total EXPERT FEES				990,651.80	990,651.80
Survey Administration Expenses					
	8/25/2021	292127	Data Collection Services - Qualtrics, LLC	3,434.40	3,434.40
	9/3/2021	292207	Data Collection Services - Qualtrics, LLC	5,000.00	8,434.40
	9/22/2021		Data Collection Services - Qualtrics, LLC	5,000.00	13,434.40
	9/29/2021		Data Collection Services - Qualtrics, LLC	5,000.00	18,434.40

	12/6/2021	215835-IN	Expert Fees - SS Holdings Group LLC (expert Bobby Calder focus group)	10,750.00	29,184.40
	3/29/2022	320812	Data Collection Services - Qualtrics, LLC	1,604.33	30,788.73
	6/15/2022		Taylor & Francis	55.00	30,843.73
	10/5/2022	US01-ARIV-0003587	Market Research Services - Dynata LLC	11,150.00	41,993.73
	11/2/2022	US01-ARIV-0004603	Market Research Services - Dynata LLC	4,180.26	46,173.99
Total SURVEY ADMINISTRATION EXPENSES				46,173.99	46,173.99
Mediation Expenses					
	9/7/2022	6216112	Mediation Fee - JAMS, Inc.	9,475.00	9,475.00
	2/10/2023	6528294	Mediation Fee - JAMS, Inc.	600.00	10,075.00
Total MEDIATION EXPENSES				10,075.00	10,075.00
Belaire-West Administration Expenses					
	2/4/2022	US_ASG2181702	Expert Fees - KCC Class Action Services LLC	5,835.77	5,835.77
	2/25/2022	US_ASG2216948	Expert Fees - KCC Class Action Services LLC	4,041.91	9,877.68
	3/30/2022	US_ASG2234495	Expert Fees - KCC Class Action Services LLC	911.06	10,788.74
	10/26/2022	US_ASG2252238	Expert Fees - KCC Class Action Services LLC	475.00	11,263.74
	6/28/2023	US_ASG2382041	Expert Fees - KCC Class Action Services LLC	425.00	11,688.74
	9/29/2023	US_ASG2531128	Expert Fees - KCC Class Action Services LLC	350.00	12,038.74
Total BELAIRE-WEST ADMINISTRATION EXPENSES				12,038.74	12,038.74
Contract Attorney Expenses					
<i>Pine Tillett Pine LLP</i>					
	2/28/2022	102379	Expert Fees - Pine Tillett Pine LLP	15,000.00	15,000.00
	10/3/2022	(09/29/22)	Expert Fees - Pine Tillett Pine LLP	24,231.00	39,231.00
	1/20/2023	11463	Expert Fees - Pine Tillett Pine LLP	4,509.50	43,740.50
<i>Pine Tillett Pine LLP SUBTOTAL</i>				43,740.50	43,740.50
<i>JP Burkes Law, PLLC</i>					
	10/3/2022	107870	Expert Fees - JP Burkes Law, PLLC	1,350.00	1,350.00
<i>JP Burkes Law, PLLC SUBTOTAL</i>				1,350.00	1,350.00
Total CONTRACT ATTORNEY EXPENSES				45,090.50	45,090.50
Legal Expenses					
	8/11/2020		LA Court Connect	15.00	15.00
	9/28/2020		LA Court Connect	15.00	30.00
	9/28/2020		LA Court Connect	15.00	45.00
	1/25/2021		LA Court Connect	15.00	60.00
	1/25/2021		LA Court Connect	15.00	75.00
	1/26/2021		LA Court Connect	15.00	90.00
	1/26/2021		LA Court Connect	15.00	105.00
	3/21/2021		Court Document Retrieval	16.80	121.80
	7/21/2021		LA Court Connect	15.00	136.80
	8/10/2021		Court Document Retrieval	5.00	141.80
	9/1/2021		Court Document Retrieval	5.40	147.20
	10/14/2021		Court Document Retrieval	5.00	152.20
	1/10/2022		Court Document Retrieval	5.00	157.20
	2/24/2022		Zoom.US	163.39	320.59
	3/10/2022		Court Document Retrieval	5.00	325.59
	3/12/2022		Paypal (purchase of iPhone for research into claims)	51.00	376.59
	3/13/2022		American Economic Association	25.00	401.59
	3/22/2022		Court Document Retrieval	3.00	404.59
	3/22/2022		Paypal (purchase of iPhone for research into claims)	44.00	448.59
	3/22/2022		Paypal (purchase of iPhone for research into claims)	19.50	468.09
	3/23/2022		Analytics Services - Elsevier	35.95	504.04
	3/23/2022		Analytics Services - Elsevier	68.90	572.94
	3/23/2022		Paypal (purchase of iPhone for research into claims)	30.00	602.94
	3/23/2022		Paypal (purchase of iPhone for research into claims)	43.95	646.89
	3/23/2022		Paypal (purchase of iPhone for research into claims)	36.00	682.89
	3/28/2022		Court Document Retrieval	12.20	695.09
	4/21/2022		Court Document Retrieval	3.00	698.09
	8/24/2022	CV2022-07-26-001	Record Requests Services - Discover Products, Inc	22.00	720.09
	9/21/2022		Court Document Retrieval	5.00	725.09
	10/6/2022		Court Document Retrieval	4.00	729.09
	2/17/2023		Zoom.US	111.24	840.33

	3/20/2023		Court Document Retrieval	4.00	844.33
	3/22/2023		Court Document Retrieval	4.00	848.33
	6/21/2023		Court Document Retrieval	4.00	852.33
	10/16/2023		Court Document Retrieval	2.00	854.33
	11/1/2023		Court Document Retrieval	4.00	858.33
	12/15/2023		Court Document Retrieval	11.80	870.13
Total LEGAL EXPENSES				870.13	870.13
Legal Research Expenses					
	7/10/2020	65431	Legal Research - Westlaw	342.62	342.62
	7/10/2020	65431	Legal Research - Westlaw	611.16	953.78
	8/12/2020	66176	Legal Research - Westlaw	400.81	1,354.59
	8/12/2020	66176	Legal Research - Westlaw	15.02	1,369.61
	9/8/2020	66653	Legal Research - Westlaw	558.29	1,927.90
	9/8/2020	66653	Legal Research - Westlaw	96.02	2,023.92
	9/8/2020	66653	Legal Research - Westlaw	177.18	2,201.10
	10/6/2020	843117159	Legal Research - Westlaw	114.19	2,315.29
	11/4/2020	843314889	Legal Research - Westlaw	2.30	2,317.59
	11/4/2020	843314889	Legal Research - Westlaw	8.81	2,326.40
	11/4/2020	843314889	Legal Research - Westlaw	106.50	2,432.90
	11/4/2020	843314889	Legal Research - Westlaw	29.84	2,462.74
	1/4/2021	843625124	Legal Research - Westlaw	45.18	2,507.92
	1/4/2021	843625124	Legal Research - Westlaw	5.83	2,513.75
	5/10/2021	844307606	Legal Research - Westlaw	107.49	2,621.24
	5/10/2021	844307606	Legal Research - Westlaw	1.86	2,623.10
	6/4/2021	844470612	Legal Research - Westlaw	62.75	2,685.85
	6/4/2021	844470612	Legal Research - Westlaw	269.83	2,955.68
	6/4/2021	844470612	Legal Research - Westlaw	26.27	2,981.95
	7/7/2021	844637016	Legal Research - Westlaw	77.41	3,059.36
	7/7/2021	844637016	Legal Research - Westlaw	28.58	3,087.94
	7/7/2021	844637016	Legal Research - Westlaw	17.64	3,105.58
	8/6/2021	844796769	Legal Research - Westlaw	71.73	3,177.31
	8/6/2021	844796769	Legal Research - Westlaw	360.48	3,537.79
	8/6/2021	844796769	Legal Research - Westlaw	88.71	3,626.50
	8/6/2021	844796769	Legal Research - Westlaw	153.08	3,779.58
	8/6/2021		Legal Research - Westlaw	70.00	3,849.58
	9/8/2021	844958460	Legal Research - Westlaw	107.35	3,956.93
	9/8/2021	844958460	Legal Research - Westlaw	10.46	3,967.39
	9/8/2021	844958460	Legal Research - Westlaw	805.91	4,773.30
	9/8/2021	844958460	Legal Research - Westlaw	633.77	5,407.07
	9/8/2021	844958460	Legal Research - Westlaw	24.20	5,431.27
	9/8/2021	844958460	Legal Research - Westlaw	189.24	5,620.51
	9/8/2021		Legal Research - Westlaw	98.75	5,719.26
	9/17/2021		Amazon.com (books for experts research)	167.04	5,886.30
	9/17/2021		Amazon.com (books for experts research)	477.99	6,364.29
	9/17/2021		Amazon.com (books for experts research)	258.12	6,622.41
	10/11/2021		Legal Research - Westlaw	59.99	6,682.40
	10/11/2021	845122362	Legal Research - Westlaw	45.92	6,728.32
	10/11/2021	845122362	Legal Research - Westlaw	2,364.20	9,092.52
	11/4/2021		Legal Research - Westlaw	290.08	9,382.60
	11/4/2021	845290822	Legal Research - Westlaw	584.96	9,967.56
	11/4/2021	845290822	Legal Research - Westlaw	295.48	10,263.04
	11/4/2021	845290822	Legal Research - Westlaw	295.53	10,558.57
	11/4/2021	845290822	Legal Research - Westlaw	414.71	10,973.28
	11/4/2021	845290822	Legal Research - Westlaw	27.89	11,001.17
	12/13/2021		Legal Research - Westlaw	54.28	11,055.45
	12/13/2021	845458138	Legal Research - Westlaw	112.79	11,168.24
	12/14/2021	845458138	Legal Research - Westlaw	44.38	11,212.62
	12/15/2021	845458138	Legal Research - Westlaw	24.71	11,237.33
	12/16/2021	845458138	Legal Research - Westlaw	75.10	11,312.43
	12/17/2021	845458138	Legal Research - Westlaw	608.94	11,921.37
	1/13/2022	845647063	Legal Research - Westlaw	52.01	11,973.38
	1/13/2022	845647063	Legal Research - Westlaw	292.51	12,265.89
	2/9/2022	845808956	Legal Research - Westlaw	1,805.33	14,071.22
	2/9/2022	845808956	Legal Research - Westlaw	366.24	14,437.46
	2/9/2022	845808956	Legal Research - Westlaw	147.24	14,584.70
	2/9/2022	845808956	Legal Research - Westlaw	280.38	14,865.08
	2/9/2022	845808956	Legal Research - Westlaw	77.17	14,942.25
	2/9/2022		Legal Research - Westlaw	97.72	15,039.97
	3/8/2022	845970981	Legal Research - Westlaw	844.67	15,884.64
	3/8/2022	845970981	Legal Research - Westlaw	18.97	15,903.61
	3/8/2022	845970981	Legal Research - Westlaw	602.09	16,505.70
	3/8/2022	845970981	Legal Research - Westlaw	3,068.05	19,573.75
	3/8/2022	845970981	Legal Research - Westlaw	382.33	19,956.08
	3/8/2022	845970981	Legal Research - Westlaw	488.74	20,444.82
	3/24/2022		Informa dba Taylor and Francis	94.00	20,538.82
	4/6/2022	846130079	Legal Research - Westlaw	76.83	20,615.65
	4/6/2022	846130079	Legal Research - Westlaw	22.95	20,638.60
	4/6/2022	846130079	Legal Research - Westlaw	288.26	20,926.86
	4/6/2022	846130079	Legal Research - Westlaw	1,132.45	22,059.31

	4/6/2022	846130079	Legal Research - Westlaw	110.36	22,169.67
	4/6/2022	846130079	Legal Research - Westlaw	654.49	22,824.16
	5/3/2022		Amazon.com (books for experts research)	65.08	22,889.24
	5/6/2022	846308554	Legal Research - Westlaw	315.00	23,204.24
	5/6/2022	846308554	Legal Research - Westlaw	14.18	23,218.42
	6/10/2022	846472397	Legal Research - Westlaw	235.53	23,453.95
	6/10/2022	846472397	Legal Research - Westlaw	723.53	24,177.48
	6/10/2022	846472397	Legal Research - Westlaw	564.14	24,741.62
	6/10/2022	846472397	Legal Research - Westlaw	152.91	24,894.53
	6/10/2022	846472397	Legal Research - Westlaw	517.77	25,412.30
	6/10/2022	846472397	Legal Research - Westlaw	378.33	25,790.63
	7/6/2022	846630730	Legal Research - Westlaw	646.74	26,437.37
	7/6/2022	846630730	Legal Research - Westlaw	107.62	26,544.99
	7/6/2022	846630730	Legal Research - Westlaw	13.27	26,558.26
	7/6/2022	846630730	Legal Research - Westlaw	437.27	26,995.53
	7/6/2022	846630730	Legal Research - Westlaw	622.42	27,617.95
	8/11/2022	846791965	Legal Research - Westlaw	486.07	28,104.02
	8/11/2022	846791965	Legal Research - Westlaw	3.66	28,107.68
	8/11/2022	846791965	Legal Research - Westlaw	491.98	28,599.66
	8/11/2022	846791965	Legal Research - Westlaw	387.58	28,987.24
	8/11/2022	846791965	Legal Research - Westlaw	324.35	29,311.59
	9/6/2022	846968675	Legal Research - Westlaw	1,656.39	30,967.98
	9/6/2022	846968675	Legal Research - Westlaw	30.99	30,998.97
	9/6/2022	846968675	Legal Research - Westlaw	30.85	31,029.82
	9/6/2022	846968675	Legal Research - Westlaw	1,090.79	32,120.61
	9/6/2022	846968675	Legal Research - Westlaw	1,407.94	33,528.55
	9/6/2022	846968675	Legal Research - Westlaw	517.81	34,046.36
	9/22/2022		Ithaka Harbo	46.00	34,092.36
	9/22/2022		Ithaka Harbo	46.00	34,138.36
	10/4/2022	847129568	Legal Research - Westlaw	793.99	34,932.35
	10/4/2022	847129568	Legal Research - Westlaw	104.36	35,036.71
	10/4/2022	847129568	Legal Research - Westlaw	1,974.01	37,010.72
	10/4/2022	847129568	Legal Research - Westlaw	4,839.15	41,849.87
	10/4/2022	847129568	Legal Research - Westlaw	460.97	42,310.84
	10/4/2022	847129568	Legal Research - Westlaw	1,051.77	43,362.61
	10/4/2022	847129568	Legal Research - Westlaw	218.81	43,581.42
	10/4/2022	847129568	Legal Research - Westlaw	786.42	44,367.84
	11/4/2022	847287176	Legal Research - Westlaw	1,266.72	45,634.56
	11/4/2022	847287176	Legal Research - Westlaw	40.38	45,674.94
	11/4/2022	847287176	Legal Research - Westlaw	274.12	45,949.06
	11/4/2022	847287176	Legal Research - Westlaw	846.20	46,795.26
	11/4/2022	847287176	Legal Research - Westlaw	241.95	47,037.21
	11/9/2022		Pacer	3.20	47,040.41
	12/6/2022	847456782	Legal Research - Westlaw	4.00	47,044.41
	12/6/2022	847456782	Legal Research - Westlaw	25.23	47,069.64
	12/6/2022	847456782	Legal Research - Westlaw	213.77	47,283.41
	12/6/2022	847456782	Legal Research - Westlaw	304.59	47,588.00
	1/11/2023	847619313	Legal Research - Westlaw	1,089.43	48,677.43
	1/11/2023	847619313	Legal Research - Westlaw	78.53	48,755.96
	1/11/2023	847619313	Legal Research - Westlaw	11.03	48,766.99
	1/11/2023	847619313	Legal Research - Westlaw	77.76	48,844.75
	1/11/2023	847619313	Legal Research - Westlaw	930.12	49,774.87
	2/6/2023	847783910	Legal Research - Westlaw	1,161.71	50,936.58
	2/6/2023	847783910	Legal Research - Westlaw	232.49	51,169.07
	2/6/2023	847783910	Legal Research - Westlaw	279.79	51,448.86
	2/6/2023	847783910	Legal Research - Westlaw	221.55	51,670.41
	2/6/2023	847783910	Legal Research - Westlaw	318.08	51,988.49
	2/6/2023	847783910	Legal Research - Westlaw	547.68	52,536.17
	3/6/2023	847939906	Legal Research - Westlaw	920.13	53,456.30
	3/6/2023	847939906	Legal Research - Westlaw	6.05	53,462.35
	3/6/2023	847939906	Legal Research - Westlaw	45.65	53,508.00
	3/6/2023	847939906	Legal Research - Westlaw	298.47	53,806.47
	3/6/2023		Legal Research - Westlaw	1,254.02	55,060.49
	4/4/2023		Legal Research - Westlaw	54.20	55,114.69
	4/4/2023	848097210	Legal Research - Westlaw	24.75	55,139.44
	5/4/2023	848257744	Legal Research - Westlaw	30.08	55,169.52
	5/4/2023	848257744	Legal Research - Westlaw	172.51	55,342.03
	6/6/2023	848413295	Legal Research - Westlaw	18.31	55,360.34
	6/6/2023		Legal Research - Westlaw	55.65	55,415.99
	7/7/2023		Legal Research - Westlaw	19.47	55,435.46
	7/7/2023	848582696	Legal Research - Westlaw	15.94	55,451.40
	8/4/2023	848737597	Legal Research - Westlaw	21.86	55,473.26
	9/14/2023	848896021	Legal Research - Westlaw	17.08	55,490.34
	10/5/2023	849055448	Legal Research - Westlaw	28.61	55,518.95
	10/5/2023	849055448	Legal Research - Westlaw	42.10	55,561.05
	11/6/2023	849221290	Legal Research - Westlaw	21.70	55,582.75
	12/4/2023	849369962	Legal Research - Westlaw	18.69	55,601.44
Total LEGAL RESEARCH EXPENSES				55,601.44	55,601.44
Court Reporting Services Expenses					

	10/31/2019	60907	Court Reporting Services - Veritex Corp.	86.45	86.45
	10/5/2020	110405256	Court Reporting Services - US Legal Support, Inc.	143.60	230.05
	11/17/2020	2866	Court Reporting Services - California Deposition Reporters	1,012.68	1,242.73
	7/19/2021	12417	Court Reporting Services - California Deposition Reporters	11,522.85	12,765.58
	7/21/2021	12419	Court Reporting Services - California Deposition Reporters	12,577.64	25,343.22
	8/5/2021	12720	Court Reporting Services - California Deposition Reporters	13,587.82	38,931.04
	8/5/2021	12723	Court Reporting Services - California Deposition Reporters	7,163.70	46,094.74
	10/1/2021	13819	Court Reporting Services - California Deposition Reporters	9,530.68	55,625.42
	10/1/2021	13965	Court Reporting Services - California Deposition Reporters	9,777.01	65,402.43
	10/6/2021	14061	Court Reporting Services - California Deposition Reporters	13,339.20	78,741.63
	10/11/2021	14149	Court Reporting Services - California Deposition Reporters	10,711.13	89,452.76
	10/29/2021	177754	Court Reporting Services - Coalition Court Reporters	269.50	89,722.26
	10/29/2021	178116	Court Reporting Services - Coalition Court Reporters	271.00	89,993.26
	11/4/2021	14684	Court Reporting Services - California Deposition Reporters	2,016.43	92,009.69
	11/23/2021	5411716	Court Reporting Services - Veritex Corp.	4,481.35	96,491.04
	12/14/2021	5455029	Court Reporting Services - Veritex Corp.	4,713.20	101,204.24
	2/23/2022	233283	Court Reporting Services - Steno Agency, Inc.	5,484.17	106,688.41
	5/17/2022	5781413	Court Reporting Services - Veritex Corp.	2,930.40	109,618.81
	5/20/2022	5793585	Court Reporting Services - Veritex Corp.	1,432.45	111,051.26
	5/24/2022	5799535	Court Reporting Services - Veritex Corp.	3,250.35	114,301.61
	5/31/2022	5810712	Court Reporting Services - Veritex Corp.	800.00	115,101.61
	6/1/2022	5816891	Court Reporting Services - Veritex Corp.	3,387.30	118,488.91
	6/1/2022	5816567	Court Reporting Services - Veritex Corp.	1,050.00	119,538.91
	6/7/2022	5825750	Court Reporting Services - Veritex Corp.	925.00	120,463.91
	6/7/2022	5827977	Court Reporting Services - Veritex Corp.	2,504.00	122,967.91
	6/9/2022	5832149	Court Reporting Services - Veritex Corp.	925.00	123,892.91
	6/14/2022	5843065	Court Reporting Services - Veritex Corp.	3,219.00	127,111.91
	6/16/2022	5848554	Court Reporting Services - Veritex Corp.	1,399.10	128,511.01
	6/17/2022	5852135	Court Reporting Services - Veritex Corp.	2,722.40	131,233.41
	6/22/2022	5859719	Court Reporting Services - Veritex Corp.	1,769.35	133,002.76
	6/27/2022	5868292	Court Reporting Services - Veritex Corp.	1,050.00	134,052.76
	6/30/2022	5878488	Court Reporting Services - Veritex Corp.	300.00	134,352.76
	7/1/2022	5862882	Court Reporting Services - Veritex Corp.	800.00	135,152.76
	7/5/2022	5884163	Court Reporting Services - Veritex Corp.	800.00	135,952.76
	7/8/2022	5892525	Court Reporting Services - Veritex Corp.	550.00	136,502.76
	7/20/2022	5917572	Court Reporting Services - Veritex Corp.	1,607.45	138,110.21
	7/27/2022	5932659	Court Reporting Services - Veritex Corp.	425.00	138,535.21
	8/1/2022	5940757	Court Reporting Services - Veritex Corp.	925.00	139,460.21
	8/9/2022	1541789	Court Reporting Services - Litigation Services & Technologies of CA	101.52	139,561.73
	8/10/2022	313436	Court Reporting Services - Steno Agency, Inc.	145.00	139,706.73
	8/10/2022	313438	Court Reporting Services - Steno Agency, Inc.	145.00	139,851.73
	8/10/2022	313440	Court Reporting Services - Steno Agency, Inc.	145.00	139,996.73
	8/10/2022	313443	Court Reporting Services - Steno Agency, Inc.	145.00	140,141.73
	8/10/2022	313496	Court Reporting Services - Steno Agency, Inc.	145.00	140,286.73
	8/10/2022	313499	Court Reporting Services - Steno Agency, Inc.	145.00	140,431.73
	8/10/2022	313507	Court Reporting Services - Steno Agency, Inc.	145.00	140,576.73
	8/10/2022	313517	Court Reporting Services - Steno Agency, Inc.	145.00	140,721.73
	8/10/2022	313523	Court Reporting Services - Steno Agency, Inc.	145.00	140,866.73
	8/10/2022	313543	Court Reporting Services - Steno Agency, Inc.	145.00	141,011.73
	8/10/2022	313547	Court Reporting Services - Steno Agency, Inc.	145.00	141,156.73
	8/31/2022	349008	Court Reporting Services - Steno Agency, Inc.	15,511.65	156,668.38
	9/9/2022	368184	Court Reporting Services - Steno Agency, Inc.	5,378.41	162,046.79

	9/13/2022	375012	Court Reporting Services - Steno Agency, Inc.	9,839.51	171,886.30
	9/19/2022	22345	Court Reporting Services - California Deposition Reporters	14,413.96	186,300.26
	5/9/2023	26869	Court Reporting Services - California Deposition Reporters	1,696.79	187,997.05
	8/16/2023	30725	Court Reporting Services - California Deposition Reporters	3,205.32	191,202.37
	8/31/2023	31069	Court Reporting Services - California Deposition Reporters	3,609.07	194,811.44
Total COURT REPORTING SERVICES EXPENSES				194,811.44	194,811.44
Investigation Expenses					
	10/27/2021	21737	Investigation Services - Batza & Associates, Inc.	25,338.87	25,338.87
	10/28/2021	INV-000530	Investigation Services - Stratejic, LLC	12,475.00	37,813.87
	1/19/2022	INV71633-01-03	Investigation Services - USA Express Legal & Investigative SVCS	460.00	38,273.87
	2/10/2022	INV72311-01-03	Investigation Services - USA Express Legal & Investigative SVCS	1,125.10	39,398.97
	3/19/2022	22120	Investigation Services - Batza & Associates, Inc.	2,592.50	41,991.47
	9/13/2022	22555	Investigation Services - Batza & Associates, Inc.	11,690.41	53,681.88
Total INVESTIGATION EXPENSES				53,681.88	53,681.88
Process Service Fees					
	7/5/2019	23025	Attorney Services - Valpro Attorney Services, LLC	90.00	90.00
	7/5/2019	23069	Attorney Services - Valpro Attorney Services, LLC	85.00	175.00
	7/10/2019	3525565	Attorney Services - DDS Legal Support Systems, Inc.	1,608.45	1,783.45
	8/6/2019	3537010	Attorney Services - DDS Legal Support Systems, Inc.	29.95	1,813.40
	9/10/2019	3553217	Attorney Services - DDS Legal Support Systems, Inc.	54.95	1,868.35
	9/10/2019	3557120	Attorney Services - DDS Legal Support Systems, Inc.	54.95	1,923.30
	10/1/2019	24365	Attorney Services - Valpro Attorney Services, LLC	133.00	2,056.30
	10/18/2019	25280	Attorney Services - Valpro Attorney Services, LLC	145.00	2,201.30
	11/4/2019	25143	Attorney Services - Valpro Attorney Services, LLC	125.00	2,326.30
	11/21/2019	3590966	Attorney Services - DDS Legal Support Systems, Inc.	29.95	2,356.25
	12/5/2019	61532	Case Anywhere, LLC	108.00	2,464.25
	1/6/2020	3606872	Attorney Services - DDS Legal Support Systems, Inc.	64.90	2,529.15
	3/18/2020	63728	Case Anywhere, LLC	126.00	2,655.15
	6/4/2020	64796	Case Anywhere, LLC	180.00	2,835.15
	6/4/2020	27957	Attorney Services - Valpro Attorney Services, LLC	191.00	3,026.15
	7/14/2020	28405	Attorney Services - Valpro Attorney Services, LLC	165.08	3,191.23
	4/20/2020	28457	Attorney Services - Valpro Attorney Services, LLC	182.40	3,373.63
	7/2/2020	29676	Attorney Services - Valpro Attorney Services, LLC	103.20	3,476.83
	7/17/2020	31226	Attorney Services - Valpro Attorney Services, LLC	125.00	3,601.83
	7/31/2020	30274	Attorney Services - Valpro Attorney Services, LLC	105.45	3,707.28
	8/4/2020	30270	Attorney Services - Valpro Attorney Services, LLC	105.45	3,812.73
	8/21/2020	30676	Attorney Services - Valpro Attorney Services, LLC	109.95	3,922.68
	9/8/2020	66662	Case Anywhere, LLC	150.00	4,072.68
	9/24/2020	31336	Attorney Services - Valpro Attorney Services, LLC	129.00	4,201.68
	9/24/2020	31344	Attorney Services - Valpro Attorney Services, LLC	125.00	4,326.68
	12/8/2020	32739	Attorney Services - Valpro Attorney Services, LLC	132.00	4,458.68
	12/9/2020	32755	Attorney Services - Valpro Attorney Services, LLC	85.00	4,543.68
	1/14/2021	33545	Attorney Services - Valpro Attorney Services, LLC	125.00	4,668.68
	1/21/2021	33786	Attorney Services - Valpro Attorney Services, LLC	125.00	4,793.68

	3/9/2021	206237	Case Anywhere, LLC	162.00	4,955.68
	3/9/2021	214366	Case Anywhere, LLC	198.00	5,153.68
	6/7/2021	222740	Case Anywhere, LLC	414.00	5,567.68
	8/3/2021	38183	Attorney Services - Valpro Attorney Services, LLC	125.00	5,692.68
	7/19/2021	38507	Attorney Services - Valpro Attorney Services, LLC	125.00	5,817.68
	7/21/2021	38628	Attorney Services - Valpro Attorney Services, LLC	125.00	5,942.68
	8/19/2021	39496	Attorney Services - Valpro Attorney Services, LLC	149.95	6,092.63
	9/3/2021	231083	Case Anywhere, LLC	462.00	6,554.63
	9/10/2021	40136	Attorney Services - Valpro Attorney Services, LLC	145.00	6,699.63
	9/15/2021	40231	Attorney Services - Valpro Attorney Services, LLC	125.00	6,824.63
	9/29/2021		Attorney Services - One Legal, LLC	16.68	6,841.31
	10/13/2021		Attorney Services - One Legal, LLC	12.35	6,853.66
	10/13/2021		Attorney Services - One Legal, LLC	16.68	6,870.34
	10/20/2021		Attorney Services - One Legal, LLC	16.68	6,887.02
	11/2/2021		Attorney Services - One Legal, LLC	37.27	6,924.29
	12/8/2021	239364	Case Anywhere, LLC	264.00	7,188.29
	2/18/2022		Attorney Services - One Legal, LLC	16.68	7,204.97
	3/2/2022		Attorney Services - One Legal, LLC	16.68	7,221.65
	3/7/2022		Attorney Services - One Legal, LLC	37.27	7,258.92
	3/7/2022	247586	Case Anywhere, LLC	282.00	7,540.92
	3/15/2022		Attorney Services - Valpro Attorney Services, LLC	764.00	8,304.92
	3/15/2022		Attorney Services - One Legal, LLC	78.96	8,383.88
	3/15/2022		Attorney Services - One Legal, LLC	17.19	8,401.07
	5/6/2022		Attorney Services - One Legal, LLC	78.96	8,480.03
	5/9/2022		Attorney Services - One Legal, LLC	17.19	8,497.22
	6/8/2022	256079	Case Anywhere, LLC	390.00	8,887.22
	6/10/2022		Attorney Services - One Legal, LLC	17.19	8,904.41
	6/10/2022		Attorney Services - One Legal, LLC	17.19	8,921.60
	6/15/2022		Attorney Services - One Legal, LLC	17.19	8,938.79
	6/20/2022	320029	Attorney Services - One Legal, LLC	200.00	9,138.79
	9/1/2022		Attorney Services - One Legal, LLC	17.19	9,155.98
	9/1/2022		Attorney Services - One Legal, LLC	17.19	9,173.17
	9/2/2022		Attorney Services - One Legal, LLC	17.19	9,190.36
	9/12/2022	264599	Case Anywhere, LLC	300.00	9,490.36
	9/20/2022		Attorney Services - One Legal, LLC	37.78	9,528.14
	9/28/2022		Attorney Services - One Legal, LLC	17.19	9,545.33
	9/28/2022		Attorney Services - One Legal, LLC	17.19	9,562.52
	10/4/2022	51260	Attorney Services - Valpro Attorney Services, LLC	420.00	9,982.52
	11/17/2022	52799	Attorney Services - Valpro Attorney Services, LLC	175.00	10,157.52
	11/17/2022		Attorney Services - One Legal, LLC	78.96	10,236.48
	12/9/2022	273238	Case Anywhere, LLC	540.00	10,776.48
	1/17/2023		Attorney Services - One Legal, LLC	17.19	10,793.67
	1/18/2023	54586	Attorney Services - Valpro Attorney Services, LLC	156.00	10,949.67
	2/16/2023	55773	Attorney Services - Valpro Attorney Services, LLC	195.00	11,144.67
	2/16/2023		Attorney Services - One Legal, LLC	17.66	11,162.33
	3/7/2023	281847	Case Anywhere, LLC	168.00	11,330.33
	3/22/2023		Attorney Services - One Legal, LLC	17.66	11,347.99
	6/5/2023	290970	Case Anywhere, LLC	126.00	11,473.99
	7/3/2023	20720099	Attorney Services - One Legal, LLC	38.25	11,512.24
	7/3/2023	20720110	Attorney Services - One Legal, LLC	79.43	11,591.67
	7/11/2023	61669	Attorney Services - Valpro Attorney Services, LLC	135.00	11,726.67
	8/18/2023		Attorney Services - One Legal, LLC	17.66	11,744.33
	9/8/2023	300347	Case Anywhere, LLC	168.00	11,912.33
	9/26/2023		Attorney Services - One Legal, LLC	17.66	11,929.99
	9/26/2023		Attorney Services - One Legal, LLC	17.66	11,947.65
	10/18/2023		Attorney Services - One Legal, LLC	17.66	11,965.31
	10/20/2023		Attorney Services - One Legal, LLC	17.66	11,982.97
	10/27/2023		Attorney Services - One Legal, LLC	17.66	12,000.63
	12/14/2023	310233	Case Anywhere, LLC	198.00	12,198.63
Total PROCESS SERVICE FEES				12,198.63	12,198.63
Airfare Costs					
	6/21/2022		Airfare Cost - Delta Airlines	498.20	498.20
Total AIRFARE COSTS				498.20	498.20
Hotel Costs					
	6/24/2022		Hotel Cost - Sheraton Grand Sacramento Hotel	335.17	335.17
	1/26/2023		Hotel Cost - Courtyard by Marriot	290.88	626.05

	1/26/2023		Hotel Cost - Residence Inn	373.89	999.94
	1/26/2023		Lodging for Pre-Meditation	361.60	1,361.54
Total HOTEL COSTS				1,361.54	1,361.54
Meal Costs					
	8/29/2020		Strategy Meeting (Lunch)	152.42	152.42
	9/23/2020		Strategy Meeting (Lunch)	80.67	233.09
	6/21/2021		Strategy Meeting (Lunch)	67.49	300.58
	7/23/2021		Strategy Meeting (Lunch)	109.38	409.96
	2/25/2022		Strategy Meeting (Lunch)	124.92	534.88
	6/15/2022		Strategy Meeting (Lunch)	147.66	682.54
	1/25/2023		Courtyard by Marriot (dinner before mediation)	29.54	712.08
	1/20/2023	11480	Strategy Meeting (Lunch)	77.69	789.77
	1/26/2023	11618	Breakfast for Pre-Mediation	10.50	800.27
Total MEAL COSTS				800.27	800.27
Printing Costs					
	8/21/2021	E-543188	Printing Cost	0.50	0.50
	8/23/2021	E-552404	Printing Cost	9.00	9.50
	9/14/2021	E-750287	Printing Cost	72.50	82.00
	9/15/2021	E-795308	Printing Cost	1.00	83.00
	9/21/2021	E-2988897	Printing Cost	1.25	84.25
	9/23/2021	E-609597	Printing Cost	1.00	85.25
	9/29/2021	E-786372	Printing Cost	31.00	116.25
	10/1/2021	E-611414	Printing Cost	1.25	117.50
	10/1/2021	E-602139	Printing Cost	10.75	128.25
	10/1/2021	E-611421	Printing Cost	38.75	167.00
	10/5/2021	E-609794	Printing Cost	87.25	254.25
	10/6/2021	E-609748	Printing Cost	16.75	271.00
	10/7/2021	E-609650	Printing Cost	17.50	288.50
	10/11/2021	E-615947	Printing Cost	1.50	290.00
	10/11/2021	E-615941	Printing Cost	2.00	292.00
	10/13/2021	E-619378	Printing Cost	17.50	309.50
	11/3/2021	E-679913	Printing Cost	17.00	326.50
	11/4/2021	E-662208	Printing Cost	0.25	326.75
	12/7/2021	E-727231	Printing Cost	1.00	327.75
	12/13/2021	E-1468489	Printing Cost	1.00	328.75
	1/4/2022	E-762923	Printing Cost	2.00	330.75
	1/14/2022	E-776848	Printing Cost	2.75	333.50
	2/10/2022	E-810177	Printing Cost	28.25	361.75
	3/9/2022	E-1473116	Printing Cost	8.75	370.50
	3/12/2022		Publishing Services - SAGE Publications, Inc	37.50	408.00
	3/13/2022		Publishing Services - Informs	30.00	438.00
	3/15/2022	E-874473	Printing Cost	0.25	438.25
	3/22/2022		Publishing Services - Informs	120.00	558.25
	3/22/2022		Publishing Services - SAGE Publications, Inc	37.50	595.75
	3/22/2022		Publishing Services - SAGE Publications, Inc	37.50	633.25
	3/23/2022		Publishing Services - SAGE Publications, Inc	37.50	670.75
	3/23/2022		Publishing Services - Springer	39.95	710.70
	3/23/2022		Publishing Services - Springer	79.90	790.60
	4/29/2022	E-985229	Printing Cost	2.50	793.10
	5/11/2022	E-2988799	Printing Cost	0.50	793.60
	5/12/2022	E-1029782	Printing Cost	1.50	795.10
	5/24/2022	E-1469783	Printing Cost	4.00	799.10
	6/13/2022	E-1198576	Printing Cost	118.00	917.10
	6/14/2022	E-2984371	Printing Cost	12.50	929.60
	6/15/2022	E-1468793	Printing Cost	3.00	932.60
	6/16/2022	E-2984661	Printing Cost	7.00	939.60
	6/23/2022	E-1223254	Printing Cost	0.25	939.85
	7/1/2022	E-1275662	Printing Cost	2.50	942.35
	7/12/2022	E-1471207	Printing Cost	2.00	944.35
	7/29/2022	E-1473018	Printing Cost	0.25	944.60
	8/3/2022	E-2980800	Printing Cost	12.50	957.10
	8/22/2022	E-2987376	Printing Cost	78.25	1,035.35
	8/23/2022	E-1585079	Printing Cost	24.50	1,059.85
	8/29/2022	E-1773184	Printing Cost	13.00	1,072.85
	8/30/2022	E-2988482	Printing Cost	9.25	1,082.10
	8/31/2022	E-2979010	Printing Cost	0.50	1,082.60
	9/1/2022	E-1655614	Printing Cost	1.50	1,084.10
	9/6/2022	E-2988295	Printing Cost	25.75	1,109.85
	9/12/2022	E-1678845	Printing Cost	41.00	1,150.85
	9/15/2022	E-2985345	Printing Cost	13.00	1,163.85
	9/21/2022	E-2983952	Printing Cost	10.00	1,173.85
	9/21/2022		Taste of Ink Marketing, Inc.	2,145.00	3,318.85
	10/1/2022		Taste of Ink Marketing, Inc.	260.00	3,578.85
	1/17/2023	E-2991470	Printing Cost	759.50	4,338.35
	1/18/2023	E-2788199	Printing Cost	8.00	4,346.35
	1/23/2023	E-2991387	Printing Cost	145.50	4,491.85
	1/24/2023	E-2991138	Printing Cost	0.25	4,492.10
	2/8/2023	E-2996688	Printing Cost	6.75	4,498.85

	2/14/2023	E-3004368	Printing Cost	21.50	4,520.35
	6/28/2023	E-3150515	Printing Cost	1.89	4,522.24
	6/28/2023	E-3150517	Printing Cost	1.89	4,524.13
	9/21/2023	E-3165339	Printing Cost	1.89	4,526.02
	9/25/2023	E-3166937	Printing Cost	1.89	4,527.91
Total PRINTING COSTS				4,527.91	4,527.91
Transportation Costs					
	4/12/2022		Transportation Cost - Lyft	11.42	11.42
	4/12/2022		Transportation Cost - Lyft	11.42	22.84
	4/12/2022		Transportation Cost - Lyft	12.88	35.72
	4/22/2022	103791	Transportation Cost - Car Service	41.00	76.72
	6/22/2022		www.gogoair.com	49.95	126.67
	6/23/2022		Transportation Cost - Uber	28.84	155.51
	6/23/2022		Transportation Cost - Uber	36.21	191.72
	6/23/2022		Transportation Cost - Uber	8.26	199.98
	6/24/2022		Transportation Cost - Uber	70.34	270.32
	8/2/2022	106269	Transportation Cost - Lyft	34.00	304.32
	1/24/2023		Attorney Mileage Reimbursement	100.41	404.73
	1/25/2023		Parking Cost	10.00	414.73
	1/26/2023	11618	Attorney Mileage Reimbursement	61.57	476.30
	1/26/2023	11618	Attorney Parking Reimbursement	10.00	486.30
	1/29/2023		Transportation Cost - Uber	29.08	515.38
	1/29/2023		Transportation Cost - Uber	59.87	575.25
	2/13/2023	12103	Attorney Mileage Reimbursement	57.64	632.89
	8/11/2023		Transportation Cost - Uber	34.26	667.15
	8/11/2023		Transportation Cost - Uber	51.86	719.01
Total TRANSPORTATION COSTS				719.01	719.01
Other Costs					
	11/23/2020	7-188-76629	Mailing Cost - Fedex	17.79	17.79
	8/3/2022	106298	Attorney Expert Depo Prep Books Reimbursement	41.32	59.11
	8/15/2022	7-849-75778	Mailing Cost - Fedex	41.75	100.86
	9/12/2022	7-877-90385	Mailing Cost - Fedex	62.24	163.10
	10/3/2022	7-900-20721	Mailing Cost - Fedex	166.00	329.10
	1/24/2023	35905	Mailing Cost - Fedex	229.71	558.81
Total OTHER COSTS				558.81	558.81
TOTAL				1,429,659.29	1,429,659.29