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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]

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES**

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

NOTICE OF MOTION AND MOTION

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on April 2, 2024 at 9:00 a.m., in Department 6 of the Los Angeles Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, California 90012, Plaintiffs Diana Ismailyan and Jeff Torres (collectively, “Plaintiffs”) will, and hereby do, move for an order as follows:

1. Granting final approval of the terms of the Amended Settlement Agreement and Release (the “Settlement”) as fair, reasonable, and adequate to all Parties and all Class Members;
2. Finding that the Class Notices distributed to the Class Members pursuant to the Court’s order granting preliminary approval constituted the best notice practicable under the circumstances to all Class Members;
3. Finally certifying the Class for settlement purposes only;
4. Directing that compensation to the Class Members be paid pursuant to the terms of the Settlement;
5. Appointing Plaintiffs Diana Ismailyan and Jeff Torres as Class Representatives for settlement purposes, and approving a Class Representative Incentive Award of \$15,000.00 to each Class Representative;
6. Approving the Settlement Administrator’s costs and fees as provided for in the Settlement; and
7. Entering final judgment in the Action.

This motion will be based on the accompanying Memorandum of Points and Authorities, the Declarations of Thiago M. Coelho, Justin F. Marquez, Jay Geraci, Diana Ismailyan, and Jeff Torres, and such oral argument as may be heard by the Court, and all other papers on file in this action.

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Dated: February 2, 2024

Respectfully submitted,

WILSHIRE LAW FIRM, PLC

By: */s/ Justin F. Marquez*

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

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Conte & Newberg, Newberg on Class Actions (3rd Ed.) § 8.3910

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs Diana Ismailyan and Jeff Torres (collectively, “Plaintiffs”) seek final approval
4 of a proposed class action settlement with Defendant Apple Inc. (“Apple”). The Settlement was
5 reached after years of hard-fought litigation with the help of an experienced mediator, Hon.
6 Edward A. Infante (Ret.). The settlement creates a non-reversionary \$25 million common fund,
7 providing substantial financial compensation to Class Members. Plaintiffs and Apple (jointly,
8 the “Parties”) reached this settlement after extensive investigation, discovery, litigation, and
9 negotiation. Before mediating with Judge Infante, the Parties engaged in written and expert
10 discovery, conducted dozens of depositions, exchanged thousands of documents, and fully
11 briefed Plaintiffs’ Motion for Class Certification. The arm’s length negotiations facilitated by
12 Judge Infante occurred over several weeks. Plaintiffs request that the Court approve the
13 Settlement and certify the proposed Class for settlement purposes.

14 The Settlement Administrator, KCC, has emailed notice to 9,572,582 million Class
15 Members with valid email addresses and mailed notice to 888,293 Class Members with
16 deliverable addresses. (Declaration of Jay Geraci re: Notice Procedures [“Geraci Decl.”], ¶¶ 14,
17 19.) Class Members and the public at large have responded with a great deal of interest. Indeed,
18 the national media has reported on the settlement,¹ the Settlement website has received 752,443
19 unique user visits and 1,797,252 pageviews, and the Settlement Administrator received 745 calls
20 to the automated phone line for more information. (*Id.* at ¶¶ 20-21.) As of today, 141,861 Class
21 Members have already submitted payment election forms, while only two (2) have objected or
22 commented on the settlement, and only twenty-two (22) have requested to opt out of the
23 settlement. (*Id.* at ¶¶ 22-24.) Class Members have until March 1, 2024 to submit objections and
24 opt-out requests and to elect to receive settlement payments, so it is too soon to fully assess the

25 _____
26 ¹ <https://www.cbsnews.com/news/peters-vs-apple-settlement-how-to-file-claim-lawsuit/>;
27 <https://www.usatoday.com/story/money/2023/12/15/apple-settles-peters-family-sharing-plan-lawsuit/71937851007/>;
28 <https://www.theverge.com/2023/12/15/24003280/apple-family-sharing-settlement-class-action-lawsuit>;
<https://www.pcmag.com/news/how-to-get-your-share-of-apples-25-million-family-sharing-settlement>;
<https://www.engadget.com/apple-is-settling-a-class-action-lawsuit-over-family-sharing-for-25-million-235208522.html>

1 Class’s reaction to the settlement. But early indications are that the settlement has widespread
2 support.

3 Final approval of the Settlement is warranted as it satisfies all the criteria for approval
4 under California law. As demonstrated in the motion for preliminary approval and again in the
5 motion for attorneys’ fees and costs, the proposed Settlement provides excellent benefits to the
6 class, particularly considering the complexities and risks of the case. Accordingly, Plaintiffs
7 request that the Court grant final approval of the proposed Settlement.

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

9 **A. Plaintiffs’ Claims**

10 Plaintiffs’ claims center around alleged misrepresentations by Apple regarding the
11 Family Sharing service. Plaintiffs allege that Family Sharing is an iPhone, iPad, and MacBook
12 feature which allows up to six individuals (the “Family Members”) to share certain App Store
13 purchases. (Declaration of Justin F. Marquez in Support of Plaintiffs’ Motion for Final Approval
14 of Class Action Settlement, [“Marquez Decl.”] ¶ 2.) Plaintiffs allege that Apple represented to
15 Class Members that, through Family Sharing “[u]p to six family members will be able to use
16 this app.” (*Id.*) Plaintiffs allege that Apple’s representations misled consumers to purchase apps
17 or purchase app subscriptions knowing that the apps could only be used by the purchaser, not
18 any Family Members. (*Id.*)

19 On June 21, 2019, plaintiff Walter Peters filed the original Complaint. A First Amended
20 Complaint was filed on September 3, 2019. (*Id.* at ¶ 3.) The Court provided leave to amend the
21 First Amended Complaint following Apple’s demurrer on October 24, 2019. (*Id.*) A Second
22 Amended Complaint was filed on November 8, 2019. (*Id.*) On September 23, 2020, the Court
23 granted leave to amend to substitute Plaintiffs and Robert Leder as named plaintiffs in this
24 matter in place of plaintiff Walter Peters. (*Id.*) That same day, the Third Amended Complaint
25 was filed. Plaintiff Robert Leder was dismissed without prejudice on March 3, 2023. (*Id.*)

26 Plaintiffs filed a Stipulated Request for Leave to File Plaintiffs’ Fourth Amended
27 Compliant on June 30, 2023, which was granted by the Court on July 3, 2023. (*Id.* at ¶ 4.) In
28 the Fourth Amended Complaint, Plaintiffs assert the following causes of action on behalf of a

1 prospective nationwide Class: (1) Intentional Misrepresentation; (2) Negligent
2 Misrepresentation; (3) Violation of California False Advertising Law, Cal. Bus. & Prof. Code
3 § 17500, *et seq.* (*Id.*)

4 Plaintiffs filed their Motion for Preliminary Approval on June 30, 2023. (*Id.* at ¶ 5.) The
5 hearing for the Motion for Preliminary Approval was held on October 12, 2023, during which
6 the Court found on a preliminary basis that the settlement was “fair, reasonable and adequate,”
7 and granted the motion subject to Plaintiffs submitting revised notices and a revised preliminary
8 approval order by October 19, 2023. (*Id.*) Plaintiffs submitted the revised notices and order,
9 and the Order Granting Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement
10 was approved on October 30, 2023. (*Id.*) The Final Approval Hearing was set for April 2, 2024.
11 (*Id.*)

12 **B. Discovery and Investigation**

13 In discovery, the Parties propounded multiple written discovery requests. (*Id.* at ¶ 6.) In
14 response to these discovery requests, the Parties exchanged documents and responded to written
15 discovery. Apple produced hundreds of thousands of documents regarding the Family Sharing
16 feature as well as the creation and implementation of the representations Plaintiffs allege were
17 misleading. (*Id.*) Plaintiffs also took several depositions of Apple’s employees, including its
18 persons most qualified for topics Plaintiffs listed. From discovery and pre-filing investigation,
19 Plaintiffs gathered extensive and relevant information on Plaintiffs’ claims. (*Id.*) After reviewing
20 the produced documents and deposition testimony, Plaintiffs also retained the services of several
21 experts who provided their opinions and reports in support of Plaintiffs’ Motion for Class
22 Certification. (*Id.*)

23 Apple also served significant discovery on Plaintiffs. Plaintiffs produced information
24 regarding their use of Apple devices and of Family Sharing in response to numerous interrogatories
25 and requests for production. (*Id.* at ¶ 7.) Apple also deposed both Plaintiffs (and one former
26 Plaintiff), as well as nine expert witnesses retained by Plaintiffs. (*Id.*)

1 **C. Settlement Negotiations and Agreement**

2 The Parties agreed to mediate with Judge Infante prior to the scheduled hearing on Class
3 Certification on March 23, 2023. (*Id.* at ¶ 8.) The mediation was conducted on January 25, 2023
4 in person and lasted a full day. (*Id.*) No resolution was reached, but the Parties made progress.
5 (*Id.*) Thereafter, Judge Infante facilitated several calls with the Parties individually and presided
6 over conference calls that ultimately led to a settlement in principle on March 9, 2023. (*Id.*) All
7 settlement discussions were conducted at arm’s length, with each side aware of the strengths
8 and weaknesses of Plaintiffs’ claims and Apple’s defenses. (*Id.*) The Parties were willing to
9 explore a potential settlement but were also prepared to litigate their positions through trial and
10 appeal if a settlement could not be reached. (*Id.*)

11 Class Counsel conducted a thorough investigation into the facts of this case. (*Id.* at ¶ 9.)
12 Plaintiffs and Class Counsel, on behalf of the Class, took into account the contested issues
13 involved, the expense and time necessary to prosecute the Action through trial, the risk and
14 costs associated with further prosecution of the Action, the uncertainties of complex litigation,
15 the desired outcome from continued litigation, and the substantial benefits to be received
16 pursuant to the settlement. (*Id.*) They have concluded, based upon the foregoing, that the
17 Settlement is fair, reasonable, and adequate and is the best interest of the Class Members in light
18 of all known facts and circumstances, the risk of significant delay, the defenses that could be
19 asserted by Apple both to certification and on the merits, trial risk, and appellate risk. (*Id.*)

20 With the above considerations, Plaintiffs and Class Counsel believe that the Settlement
21 confers substantial benefits upon Class Members, and that it is an excellent result. Indeed,
22 because of the proposed Settlement, the Class will receive timely, guaranteed relief and will
23 avoid the risk of an unfavorable judgment. (*Id.* at ¶ 10.)

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

25 The Court granted Plaintiffs’ Motion for Preliminary Approval of the Settlement on
26 October 30, 2023. (*Id.* at ¶ 11.) The deadline for Class Members to opt out or object to the
27 Settlement is March 1, 2024. (*Id.*) The reaction of the Class to the settlement has been
28 overwhelmingly positive. Indeed, as of the filing of this Motion, only two (2) Class Members

1 have objected to the settlement, and only twenty-two (22) Class Members have filed exclusions
2 to the settlement. (Geraci Decl., ¶¶ 23-24.)

3 **E. Key Terms of the Proposed Settlement**

4 Under the Settlement, Apple will pay \$25 million to resolve this litigation. The key terms
5 include:

6 1. Class Members: For purposes of the Settlement Agreement only, “[t]he Class’
7 means: All persons who initiated the purchase of a subscription to an app through the Apple
8 App Store, excluding subscriptions to first-party Apple apps, during the period June 21, 2015
9 through January 30, 2019, while enrolled in a Family Sharing group that had at least one other
10 member at the time of the purchase, and who Apple’s records indicate were resident in the
11 United States at the time of the purchase. Excluded from this Class definition are all employees,
12 officers, or agents of Defendant Apple Inc. Also excluded from this Class definition are all
13 judicial officers assigned to this case as well as their staff and immediate families.” (Declaration
14 of Thiago Coelho [“Coelho Decl.”], Exhibit 1, Amended Settlement Agreement and Release
15 [the “Settlement”] ¶ E.)

16 2. Gross Settlement Amount: Under the settlement, Apple will pay a total of
17 \$25,000,000. This “Gross Settlement Amount,” which will not revert to Apple, “will comprise the
18 Class Payments, Class Counsel’s Attorneys’ Fees and Costs, Administrative and Notice Costs, any
19 Incentive Awards to Named Plaintiffs, and any distribution to the *cy pres* recipient.” (Settlement
20 ¶ O.)

21 3. Class Payments to Class Members: Every Class Member is eligible to receive an
22 equal *pro rata* share of the net settlement amount, up to \$30 (or \$50, if the anticipated *cy pres*
23 remainder exceeds \$10,000). (Settlement ¶ 2.1–2.2.) As the notice sent to Class Members and
24 posted on the settlement website explained, Class Members may submit a payment election form
25 to KCC indicating whether they wish to receive a payment by ACH transfer or by check; this form
26 does not require any attestation or proof of injury or other information beyond what is necessary
27
28

1 for the settlement administrator to distribute class payments.² (Settlement ¶ 6.3.) The settlement
2 payments will be based on a *pro rata* distribution of the Gross Settlement Fund, minus any award
3 of fees and costs that Court orders for Class Counsel, notice and all costs of the Settlement
4 Administrator, and any Court-approved incentive award to Plaintiffs. (Settlement ¶ 2.1–2.2.) For
5 Class Members who choose to receive a class payment by check, checks will expire 90 days after
6 the date they are mailed. (Settlement ¶ 2.2.)

7 4. Release of Claims: Pursuant to the Court’s guidance prior to its order granting
8 preliminary approval, the Settlement provides that “[a]s of the Effective Date, Named Plaintiffs
9 and each member of the Class who have not timely requested to opt out from the Class, and each
10 of their respective successors, assigns, legatees, heirs, and personal representatives, will be deemed
11 to have released Apple and its past, present, and future successors and predecessors in interest,
12 subsidiaries, affiliates, direct or indirect parent, wholly or majority-owned subsidiaries, divisions,
13 affiliated and related entities, partners and privities, and each of Apple’s past, present, and future
14 officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants,
15 auditors, consultants, attorneys, insurers, and reinsurers, as well as each developer, marketer, and
16 publisher of apps on Apple’s App Store (the “Released Parties”), of all manner of action, causes
17 of action, claims, demands, rights, penalties, losses, costs, expenses, and attorneys’ fees, of any
18 nature whatsoever, under any law, including but not limited to any federal common or statutory
19 law or any state’s common or statutory law, known or unknown, in law or equity, fixed or
20 contingent, which they have or may have, that are alleged or based upon facts that are alleged in
21 the operative Complaint, including but not limited to any alleged confusion regarding the ability
22 to share subscriptions through Family Sharing (the ‘Released Claims’).” (Settlement ¶ 8.1.)

23 5. Notice: The Settlement mandates that “[t]he Settlement Administrator shall
24 administer the Email Notice, Postcard Notice, and Website Notice described herein and pursuant

25 ² As the Parties explained in connection with their briefing on Plaintiffs’ preliminary approval
26 motion, this payment election process is necessary because the Parties do not have mailing or
27 financial information for the entire Class. (See Joint Suppl. Br. in Support of Preliminary Approval
28 at 4-8.) Accordingly, the Settlement provides that in the event that a Class Member does not elect
to receive the payment by ACH transfer or check by providing the necessary information to the
Settlement Administrator within the specified time frame, the Class Member will receive no
payment in connection with the settlement. (Settlement ¶ 2.3.)

1 to the Preliminary Approval Order.” (Settlement ¶ 6.1.) Consistent with this provision and the
2 Court’s Preliminary Approval Order, KCC transmitted the Email Notice to Class Members for
3 whom Apple has an email address. (Settlement ¶ 6.3(2).) For those Class Members whose Email
4 Notices were returned to KCC as undeliverable, a summary Postcard Notice approved by the
5 Court was sent via United States Postal Services (“USPS”) first class mail. (Settlement ¶ 6.3(3);
6 Geraci Decl., ¶¶ 15-19.)

7 6. Objections and Exclusions: Class Members may object to the settlement by mailing
8 a timely written objection to the Settlement Administrator. (Settlement ¶ 4.) The Settlement also
9 specifies that Objectors may appear at the final approval hearing and request to be heard.
10 (Settlement ¶ 4.5.) Class Members may also elect not to be part of the Class and not to be bound
11 by the settlement, provided that the Class Member submits a timely, complete, and sufficient
12 exclusion request. (Settlement ¶ 5.)

13 7. Class Counsel’s Attorneys’ Fees and Costs: “Class Counsel will apply by motion to
14 the Court seeking a portion of the Gross Settlement Amount as payment for their Attorneys’ Fees
15 and Costs incurred in connection with prosecuting the Action (the ‘Motion for Attorneys’ Fees and
16 Costs’). The Motion for Attorneys’ Fees and Costs may seek an amount not to exceed
17 \$8,333,333.33 in attorney’s fees and up to \$2,000,000 in costs.” As the Court ordered, Plaintiffs
18 are filing their Motion for Attorneys’ Fees and Costs concurrently with this motion, and the
19 Settlement Administrator will publish this motion on the settlement website so that Class Members
20 may easily access it. “Apple expressly reserves the right to oppose the Motion for Attorneys’ Fees
21 and Costs for any reason at its discretion.” (Settlement ¶ 7.1.)

22 8. Incentive Awards: “Class Counsel may also apply for an Incentive Award of no
23 more than \$15,000.00 for each Named Plaintiff. Any Incentive Award is not a measure of damages
24 whatsoever but is solely an award for the Named Plaintiffs’ service. For tax purposes, any Incentive
25 Award will be treated as a 100% non-wage claim payment. Class Counsel shall provide a Form
26 W-9 for the Named Plaintiff receiving an Incentive Award within 60 days after the Effective Date.
27 The Settlement Administrator shall issue an IRS Form 1099-MISC for any Incentive Award
28 payments to Named Plaintiffs. The Settlement Administrator shall wire any Incentive Awards to

1 accounts specified by Class Counsel no later than 90 days after the Effective Date. Apple expressly
2 reserves the right to oppose the requested Incentive Awards for any reason at its discretion.”
3 (Settlement ¶ 7.2.)

4 **F. Plaintiffs’ Motion for Attorneys’ Fees and Costs**

5 Plaintiffs’ Motion for Attorneys’ Fees and Costs is filed concurrently with this Motion.

6 **III. ARGUMENT**

7 To prevent fraud, collusion, or unfairness to the class, the settlement of a class action
8 requires court approval. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800-01.) The
9 court must determine that the settlement is “fair, adequate, and reasonable.” (*Id.* at p. 1801.) The
10 court has wide discretion to determine whether the proposed settlement is fair. (*Mallick v. Super.*
11 *Ct.* (1979) 89 Cal.App.3d 434, 438.) Fairness is presumed when: (1) the settlement is reached
12 through arm’s-length bargaining; (2) investigation is sufficient to allow counsel and the court to
13 act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors
14 is small. (*Dunk*, 48 Cal.App.4th at p. 1800.) Settlement is favored, and settlement agreements
15 are realistically assessed. (*Stamburgh v. Super. Ct.* (1976) 62 Cal.App.3d 231, 236; *Priddy v.*
16 *Edelman* (6th Cir. 1989) 883 F.2d 438, 447 [“The fact that a plaintiff might have received more
17 if the case had been fully litigated is no reason not to approve the settlement.”]).

18 In considering whether a settlement is reasonable, the trial court should consider relevant
19 factors, which may include the strength of plaintiff’s case, the risk, expense, complexity and likely
20 duration of further litigation, the risk of maintaining class action status through trial, the amount
21 offered in settlement, the extent of discovery completed and the stage of the proceedings, the
22 experience and views of counsel, the presence of a governmental participant, and the reaction of
23 the class members to the proposed settlement. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168
24 Cal.App.4th 116, 128.) In order to approve a class action settlement, the court must satisfy itself
25 that the class settlement is within the “ballpark” of reasonableness. (*Id.* at p. 133.) The record need
26 not contain an explicit statement of the maximum theoretical recovery. (*Munoz v. BCI Coca-Cola*
27 *Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 408-9 [holding that *Kullar* does not
28 require “an explicit statement of the maximum amount the plaintiff class could recover if it

1 prevailed on all its claims”, but instead, only an “understanding of the amount that is in controversy
2 and the realistic range of outcomes of the litigation.”].)

3 Courts presume the absence of fraud or collusion in the negotiation of a settlement,
4 unless evidence to the contrary is offered; thus, there is a presumption here that the negotiations
5 were conducted in good faith. (Conte & Newberg, *Newberg on Class Actions* (3rd Ed.) § 11.51.)

6 As discussed below, Class Counsel has provided information exceeding the threshold
7 required to provide this Court with materials and information necessary to determine that the
8 proposed settlement is fair, adequate, and reasonable.

9 **A. Reasonable Notice Was Given to All Class Members**

10 Notice requirements are set forth in the California Rules of Court. Cal. Rules of Court,
11 rule 3.766 (e), (f). California law vests the Court with broad discretion in fashioning an
12 appropriate notice program. (*Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973–74.) There
13 is no statutory or due process requirement that all class members receive actual notice. Rather,
14 as the Court of Appeal has explained, “[t]he notice given should have a reasonable chance of
15 reaching a substantial percentage of the Class Members.” (*Id.* at 974.)

16 The notice provided here, which reached over 98% of Class Members—well over “a
17 substantial percentage”—meets and far exceeds that standard. The Settlement Administrator
18 sent email or postcard notice to each Class Member and published a detailed notice on the
19 Settlement website, where Class Members may also access copies of the Settlement Agreement
20 and other key filings. (Geraci Decl. ¶¶ 4-19.) As of the filing of this motion, email notices have
21 successfully been delivered to 9,572,582 class members and postcard notices have been mailed to
22 884,293 class members. (*Id.* at ¶¶ 14, 19.) To further maximize the notice campaign’s reach, the
23 Settlement Administrator conducted change-of-address searches for Class Members whose email
24 accounts returned a bounce-back error, as well as for recipients of postcard notices that were
25 returned as undeliverable. (*Id.* at ¶¶ 9-12, 16-18.) All told, approximately 98% of the Class has
26 received electronic notice, and paper notices were sent to virtually all the rest. (*Id.* at ¶¶ 14, 19
27 [notice was delivered to 10,456,875 out of 10,619,145 Class Members].) Class Members could
28 also read about the Settlement in various national news sources, many of which provided links to

1 the Settlement website if readers wished to learn more. (Marquez Decl., ¶ 12.)

2 As the Court recognized in granting preliminary approval, the Notices' substance
3 complies with all applicable due process requirements. The Notices inform Class Members of
4 the terms of the settlement and their right to seek exclusion from the settlement. (*Id.*) The
5 Notices also informed Class Members who wish to object to this settlement of their opportunity
6 to submit written objections and be heard at the Final Approval Hearing. (*Id.*) The Notices also
7 fulfilled the requirement of neutrality in class notices. (Conte & Newberg, *Newberg on Class*
8 *Actions* (3rd Ed.) § 8.39.) They summarized the proceedings to date and the terms and
9 conditions of the settlement, in an informative and coherent manner. (Geraci Decl., Ex. A-D.)
10 The Notices made clear that the Settlement does not constitute an admission of liability by
11 Apple, which denies all liability, and recognize that this Court has not ruled on the merits of the
12 action. (*Id.*) They further informed Class Members that the final settlement approval decision
13 has yet to be made. (*Id.*) Finally, the Notice directs Class Members with questions about the
14 Settlement to contact Class Counsel or the Settlement Administrator, who maintains an email
15 address and toll-free phone number dedicated to fielding inquiries from Class Members. (*Id.*)
16 Accordingly, the notice process complied with the standards of fairness, completeness, and
17 neutrality required of a settlement-certification class notice.

18 **B. The Settlement is Fair, Reasonable, and Adequate**

19 **1. The Settlement Was Reached Through Arm's Length Negotiations.**

20 The Settlement was reached following years of hard-fought litigation and after extensive
21 negotiations following a full-day mediation session with Judge Infante, an experienced mediator.
22 (Marquez Decl., ¶¶ 2-8.) The settlement negotiations were at arm's length and, although conducted
23 in a professional manner, were adversarial. (*Id.*) The Parties participated in mediation and
24 subsequent negotiations willing to explore the potential for a settlement of the dispute, but each
25 side was also prepared to litigate their position through trial and appeal if a settlement had not been
26 reached. (*Id.*)

1 **2. Investigation and Discovery Were Sufficient to Allow Counsel to Act.**

2 Prior to mediation and settlement, the Parties participated in substantial discovery and
3 motion practice. In responding to discovery, Apple produced hundreds of thousands of
4 documents regarding the Family Sharing feature as well as the creation and implementation of
5 the representations Plaintiffs challenge. Plaintiffs also took several depositions of Apple’s
6 employees, including its persons most qualified for topics Plaintiffs listed. From discovery and
7 pre-filing investigation, Plaintiffs gathered extensive and relevant information on Plaintiffs’
8 claims. (*Id.* at ¶ 6.) After reviewing the produced documents and deposition testimony,
9 Plaintiffs also retained the services of several experts who provided their opinions and reports
10 in support of Plaintiffs’ Motion for Class Certification. (*Id.*)

11 Apple served significant discovery on Plaintiffs. Plaintiffs produced information
12 regarding their use of Apple devices and Family Sharing in response to numerous interrogatories
13 and requests for production. Apple also deposed both Plaintiffs (and one former Plaintiff), as
14 well as nine expert witnesses retained by Plaintiffs. (*Id.* at ¶ 7.)

15 In conjunction with their extensive factual investigation, Class Counsel investigated the
16 applicable law regarding the claims and defenses asserted in the litigation. (*Id.* at ¶ 9.)
17 Moreover, the Parties litigated these claims vigorously, including on Plaintiffs’ fully briefed
18 Motion for Class Certification, giving Class Counsel the opportunity to review and assess
19 Apple’s arguments and evidence (included four expert reports) cited in opposition to
20 certification of a litigation class. Thus, Plaintiffs and their counsel were able to act intelligently
21 and effectively in negotiating the proposed Settlement. (*Id.*)

22 **3. Plaintiffs’ Counsel Have Substantial Class Action Experience.**

23 Class Counsel has considerable experience and has demonstrated competence with
24 litigating consumer class actions. (Marquez Decl., ¶¶ 13-19; Coelho Decl., ¶¶ 30-42.) Class
25 Counsel has substantial experience in all facets of litigation in state and federal court, including
26 discovery, law and motion, trial, appeals, arbitration and mediation. Class Counsel have
27 litigated numerous class actions on behalf of plaintiffs and have been lead counsel or otherwise
28 exercised significant case handling responsibilities in numerous cases resulting in millions of

1 dollars in class action settlements. (*Id.*)

2 Based on Class Counsel’s experience as consumer and class action attorneys, Class
3 Counsel is eminently qualified to evaluate the strength of Plaintiffs’ claims, the strength of
4 Defendant’s defenses against certification, the strength of Defendant’s defenses on the merits,
5 and the fairness of the Settlement. Their opinion that final approval of the Settlement would be
6 in the best interest of class members in light of the significant risks of litigation is entitled to
7 great weight. (*See Kullar, supra*, 168 Cal.App.4th at p. 129 [“The court undoubtedly should
8 give considerable weight to the competency and integrity of counsel and the involvement of a
9 neutral mediator in assuring itself that a settlement agreement represents an arms’ length
10 transaction entered without self-dealing or other potential misconduct”].)

11 **4. Objections to the Settlement Were Minimal.**

12 Factors to be considered in evaluating a class action settlement include “the reaction of the
13 class members to the proposed settlement.” (*Kullar, supra* 168 Cal.App.4th at p. 128.) The
14 reaction here has been overwhelmingly positive. To date, only two (2) Class Members have
15 objected to the Settlement, and only twenty-two (22) Class Members have requested exclusion
16 from the Settlement. (Geraci Decl., ¶¶ 23-24.) Considering the class size of 10,619,145 Class
17 Members, this represents an overwhelming positive response of the class which strongly supports
18 final approval of the Settlement. (*See, e.g., In re Lifelock, Inc. Marketing and Sales Practices*
19 *Litigation* (D. Ariz. 2010) 2010 WL 3715138, *6 [relatively few objections and requests for
20 exclusion support approval]; *In re Anthem, Inc. Data Breach Litigation* (N.D. Cal. 2018) 327
21 F.R.D. 299, 320 [“low rates of objections and opt-outs are ‘indicia of the approval of the class.’”].)

22 Courts have approved class action settlements in lesser circumstances. (*See, e.g., Hughes*
23 *v. Microsoft Corp.* (W.D. Wash. 2001) 2001 U.S. Dist. LEXIS 5979, 2001 WL 34089697, *8 [court
24 found that the “class members overwhelmingly support[ed] the settlement” where there were over
25 37,000 notices sent out, 2,745 class members participated in the settlement, “only nine objections
26 were submitted,” and there were 86 timely opt-outs and over 20 additional defective or untimely
27 opt-outs, “these indicia of the approval of the class of the terms of the settlement support a finding
28 of fairness under Rule 23”], *citing Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1027

1 [despite vigorous objections and appeal by objectors, “fact that the overwhelming majority of the
2 class willingly approved the offer and stayed in the class presents at least some objective positive
3 commentary as to fairness”, court did not abuse its discretion in approving settlement].)

4 Considering the factors discussed above, the Court should find that the Settlement is fair,
5 reasonable, and adequate.

6 **C. The Class Should be Certified for Settlement Purposes**

7 The Court’s Order Granting Plaintiffs’ Motion For Preliminary Approval of Class Action
8 Settlement found that, for settlement purposes only, that the Class meets the requirements for
9 certification under Code of Civil Procedure § 382 in that: (1) the Class Members are so numerous
10 that joinder is impractical; (2) there are questions of law and fact that are common, or of general
11 interest, to all Class Members, which predominate over individual issues; (3) Named Plaintiffs’
12 claims are typical of the claims of the Class Members; (4) Named Plaintiffs and Class Counsel will
13 fairly and adequately protect the interest of the Class Members; and (5) a class action is superior
14 to other available methods for the fair and efficient adjudication of the controversy. (Order
15 Granting Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement ¶ 6.)

16 **D. The Incentive Award to the Class Representative Is Fair and Reasonable**

17 Plaintiffs address the Class Representative Incentive Award in their concurrently filed
18 Motion for Attorneys’ Fees, Costs, and Class Representative Awards.

19 **IV. CONCLUSION**

20 For the foregoing reasons, Plaintiffs, through their counsel, respectfully request that the
21 Court grant final approval of the proposed class action settlement.

22 Dated: February 2, 2024

Respectfully submitted,

23 **WILSHIRE LAW FIRM, PLC**

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

Justin F. Marquez

Thiago M. Coelho

Jennifer M. Leinbach

Jesenia A. Martinez

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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 DOES
17 1 to 100, inclusive,

18 Defendants

Case No. 19STCV21787

CLASS ACTION

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

19 **DECLARATION OF JUSTIN F. MARQUEZ IN SUPPORT OF
20 PLAINTIFFS' MOTION FINAL APPROVAL OF CLASS ACTION
21 SETTLEMENT AND MOTION FOR ATTORNEY'S FEES, COSTS, AND
22 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

DECLARATION OF JUSTIN F. MARQUEZ

I, Justin F. Marquez, declare as follows:

1. I am admitted, in good standing, to practice as an attorney in the State of California, United States Court of Appeals for the Ninth Circuit, and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a Senior Partner at Wilshire Law Firm, PLC, counsel of record for Plaintiffs Diana Ismailyan and Jeff Torres (collectively, “Plaintiffs”) and the Class. 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.

SUMMARY OF THE LITIGATION AND SETTLEMENT

2. Plaintiffs’ claims center around alleged misrepresentations by Apple regarding the Family Sharing service. Plaintiffs allege that Family Sharing is an iPhone, iPad, and MacBook feature which allows up to six individuals (the “Family Members”) to share certain App Store purchases. Plaintiffs allege that Apple represented to Class Members that, through Family Sharing “[u]p to six family members will be able to use this app.” Plaintiffs allege that Apple’s representations misled consumers to purchase apps or purchase app subscriptions knowing that the apps could only be used by the purchaser, not any Family Members.

3. On June 21, 2019, plaintiff Walter Peters filed the original Complaint. A First Amended Complaint was filed on September 3, 2019. The Court provided leave to amend the First Amended Complaint following Apple’s demurrer on October 24, 2019. A Second Amended Complaint was filed on November 8, 2019. On September 23, 2020, the Court granted leave to amend to substitute Plaintiffs and Robert Leder as named plaintiffs in this matter in place of plaintiff Walter Peters. That same day, the Third Amended Complaint was filed. Plaintiff Robert Leder was dismissed without prejudice on March 3, 2023.

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

1 5. Plaintiffs filed their Motion for Preliminary Approval on June 30, 2023. The hearing
2 for the Motion for Preliminary Approval was held on October 12, 2023, during which the Court
3 found on a preliminary basis that the settlement was “fair, reasonable and adequate,” and granted
4 the motion subject to Plaintiffs submitting revised notices and a revised preliminary approval order
5 by October 19, 2023. Plaintiffs submitted the revised notices and order, and the Order Granting
6 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement was approved on October
7 30, 2023. The Final Approval Hearing was set for April 2, 2024.

8 6. In discovery, the Parties propounded multiple written discovery requests. In
9 response to these discovery requests, the Parties exchanged documents and responded to written
10 discovery. Apple produced hundreds of thousands of documents regarding the Family Sharing
11 feature as well as the creation and implementation of the representations Plaintiffs allege were
12 misleading. Plaintiffs also took several depositions of Apple’s employees, including its persons
13 most qualified for topics Plaintiffs listed. From discovery and pre-filing investigation, Plaintiffs
14 gathered extensive and relevant information on Plaintiffs’ claims. After reviewing the produced
15 documents and deposition testimony, Plaintiffs also retained the services of several experts who
16 provided their opinions and reports in support of Plaintiffs’ Motion for Class Certification.

17 7. Apple also served significant discovery on Plaintiffs. Plaintiffs produced
18 information regarding their use of Apple devices and of Family Sharing in response to numerous
19 interrogatories and requests for production. Apple also deposed both Plaintiffs (and one former
20 Plaintiff), as well as nine expert witnesses retained by Plaintiffs.

21 8. The Parties agreed to mediate with Judge Infante prior to the scheduled hearing on
22 Class Certification on March 23, 2023. The mediation was conducted on January 25, 2023 in
23 person and lasted a full day. No resolution was reached, but the Parties made progress. Thereafter,
24 Judge Infante facilitated several calls with the Parties individually and presided over conference
25 calls that ultimately led to a settlement in principle on March 9, 2023. All settlement discussions
26 were conducted at arm’s length, with each side aware of the strengths and weaknesses of Plaintiffs’
27 claims and Apple’s defenses. The Parties were willing to explore a potential settlement but were
28 also prepared to litigate their positions through trial and appeal if a settlement could not be reached.

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

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

14 11. The Court granted Plaintiffs’ Motion for Preliminary Approval of the Settlement on
15 October 30, 2023. The deadline for Class Members to opt out or object to the Settlement is March
16 1, 2024.

17 12. The Notices inform Class Members of the terms of the settlement and their right to
18 seek exclusion from the settlement. The Notices also informed Class Members who wish to object
19 to this settlement of their opportunity to submit written objections and be heard at the Final
20 Approval Hearing. Class Members could read about the Settlement in various national news
21 sources, many of which provided links to the Settlement website if readers wished to learn more.

22 MY EXPERIENCE AND QUALIFICATIONS

23 13. I graduated from the University of California, Los Angeles’s College Honors
24 Program in 2004 with Bachelor of Arts degrees in History and Japanese, *magna cum laude* and *Phi*
25 *Beta Kappa*. As an undergraduate, I also received a scholarship to study abroad for one year at
26 Tokyo University in Tokyo, Japan. I received my Juris Doctor from Notre Dame Law School in
27 2008.

1 14. My practice is focused on advocating for the rights of consumers and employees in
2 class action litigation and appellate litigation. I am currently the primary attorney in charge of
3 litigating several class action cases in state and federal courts across the United States.

4 15. I have received numerous awards for my legal work. From 2017 to 2020, Super
5 Lawyers selected me as a “Southern California Rising Star,” and in 2022, 2023, and 2024, I was
6 selected as a “Southern California Super Lawyer.” I was selected as one of the “Best Lawyers in
7 America” in 2023 and 2024. In 2016 and 2017, the National Trial Lawyers selected me as a “Top
8 40 Under 40” attorney. I am also rated 10.0 (“Superb”) by Avvo.com.

9 16. I am on the California Employment Lawyers Association (“CELA”)’s Wage and
10 Hour Committee and Mentor Committee, and I was selected to speak at CELA’s 2019 Advanced
11 Wage & Hour Seminar on the topic of manageability of class actions. Since 2013, I have actively
12 mentored young attorneys through CELA’s mentorship program.

13 17. I am also a past member of the Consumer Attorneys of California (“CAOC”). In
14 2020, I was selected for a position on CAOC’s Board of Directors. I am also a past member of
15 CAOC’s Diversity Committee, and I helped assist the CAOC in defeating bills that harm
16 employees. Indeed, I recently helped assist Jacqueline Serna, Esq., Legislative Counsel for CAOC,
17 in defeating AB 443, which proposed legislation that sought to limit the enforceability of California
18 Labor Code § 226.

19 18. As the attorney responsible for day-to-day management of this matter at the
20 Wilshire Law Firm, PLC, I have over fourteen years of experience with litigating wage and hour
21 and consumer class actions. Over the last fourteen years, I have managed and assisted with the
22 litigation and settlement of several class actions. In those class actions, I performed similar tasks
23 as those performed in the course of prosecuting this action. My litigation experience includes:

24 a. I served as lead or co-lead in negotiating class action settlements worth over \$10
25 million in gross recovery to class members for each year since 2020, including over
26 \$37.5 million in 2022 and over \$75 million in 2023.

27 b. I was part of the team of attorneys that prevailed in *Moore v. Centrelake Medical*
28 *Group, Inc.* (2022) 83 Cal.App.5th 515, the first California appellate decision in a

1 data breach class action holding that consumer plaintiffs adequately alleged injury
2 in fact under the benefit of the bargain theory and monitoring-costs theory.

3 c. In 2022, Top Verdict recognized Wilshire Law Firm, PLC and myself for having
4 one case in the Top 20 Labor & Employment Settlements (including number 19 for
5 the \$1.6 million settlement in *Moreno v. Pretium Packaging, L.L.C*) and four
6 additional cases in the Top 50 Labor & Employment Settlements (numbers 27, 30,
7 33, and 37).

8 d. To my knowledge, I am the only attorney to appear on each of the following Top
9 Verdict lists for 2018 in California: Top 20 Civil Rights Violation Verdicts, Top 20
10 Labor & Employment Settlements, and Top 50 Class Action Settlements.

11 e. As lead counsel, on April 29, 2021, I prevailed against CVS Pharmacy, Inc. by
12 winning class certification on behalf of hundreds of thousands of consumers for
13 misleading advertising claims in *Joseph Mier v. CVS Pharmacy, Inc.*, U.S. Dist. Ct.
14 C.D. Cal. no. SA CV 20-1979-DOC-(ADSx).

15 f. As lead counsel, I prevailed against Bank of America by: winning class certification
16 on behalf of thousands of employees for California Labor Code violations; defeating
17 appellate review of the court's order certifying the class; defeating summary
18 judgment; and defeating a motion to dismiss. (*Frausto v. Bank of America, N.A.*
19 (N.D. Cal. 2019) 334 F.R.D. 192, 2020 WL 1290302 (9th Cir. Feb. 27, 2020), 2019
20 WL 5626640 (N.D. Cal. Oct. 31, 2019), 2018 W.L. 3659251 (N.D. Cal. Aug. 2,
21 2018)). The decision certifying the class in *Frausto* is also discussed in Class
22 Certification Under Fed. R. Civ. P. 23 in Action by Information Technology or Call
23 Center Employees for Violation of State Law Wage and Hour Rules, 35 A.L.R. Fed.
24 3d Art. 8.

25 g. I was the primary author of the class certification and expert briefs in *ABM*
26 *Industries Overtime Cases* (2017) 19 Cal.App.5th 277, a wage and hour class action
27 for over 40,000 class members for off-the-clock, meal period, split shift, and
28 reimbursement claims. *ABM Industries Overtime Cases* is the first published

1 California appellate authority to hold that an employer’s “auto-deduct policy for
2 meal breaks in light of the recordkeeping requirements for California employers is
3 also an issue amenable to classwide resolution.” (*Id.* at p. 310.)¹ Notably, the Court
4 of Appeal also held that expert analysis of timekeeping records can also support the
5 predominance requirement for class certification. (*Id.* at p. 310-11.) In 2021, the
6 case settled for \$140 million, making it one of the largest ever wage and hour class
7 action settlements for hourly-paid employees in California.

8 h. I briefed, argued, and won *Yocupicio v. PAE Group, LLC* (9th Cir. 2015) 795 F.3d
9 1057. The Ninth Circuit ruled in my client’s favor and held that non-class claims
10 under California’s Private Attorney Generals Act (“PAGA”) cannot be used to
11 calculate the amount in controversy under the Class Action Fairness Act (“CAFA”).
12 This case is cited in several leading treatises such as Wright & Miller’s Federal
13 Practice & Procedure, and Newberg on Class Actions. In October 2016, the U.S.
14 Supreme Court denied review of a case that primarily concerned *Yocupicio*. That
15 effort was led by Theodore J. Boutrous, who brought the cert petition, with amicus
16 support from a brief authored by Andrew J. Pincus.² Considering that leading
17 Supreme Court practitioners from the class action defense bar were very motivated
18 in undermining *Yocupicio* case, but failed, this demonstrates the national
19 importance of the *Yocupicio* decision.

20 i. On December 13, 2018, the United States District Court granted final approval of
21 the \$2,500,000 class action settlement in *Mark Brulee, et al. v. DAL Global Services,*
22 *LLC* (C.D. Cal. Dec. 13, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659 in
23 which I served as lead counsel. In doing so, the Court found: “Class Counsel’s
24 declarations show that the attorneys are experienced and successful litigators.” (*Id.*

25
26 ¹ As a California district court observed before the *ABM Industries Overtime* decision,
27 “[t]he case law regarding certification of auto-deduct classes is mixed.” (*Wilson v. TE*
28 *Connectivity Networks, Inc.* (N.D. Cal. Feb. 9, 2017) No. 14-CV-04872-EDL, 2017 WL
1758048, *7.)

² <http://www.chamberlitigation.com/cases/abm-industries-inc-v-castro>.

1 at p. *10.)

- 2 j. *Gasio v. Target Corp.* (C.D. Cal. Sep. 12, 2014) 2014 U.S. Dist. LEXIS 129852, a
3 reported decision permitting class-wide discovery even though the employer has a
4 lawful policy because “[t]he fact that a company has a policy of not violating the
5 law does not mean that the employees follow it, which is the issue here.” The court
6 also ordered defendant to pay for the cost of *Belaire-West* notice.
- 7 k. In 2013, I represented a whistleblower that reported that his former employer was
8 defrauding the State of California with the help of bribes to public employees. The
9 case, a false claims (qui tam) action, resulted in the arrest and criminal prosecution
10 of State of California employees by the California Attorney General’s Office.
- 11 l. In 2013, I was part of a team of attorneys that obtained conditional certification for
12 over 2,000,000 class members in a federal labor law case for misclassification of
13 independent contractors that did crowdsourced work on the Internet, *Otey v.*
14 *CrowdFlower, Inc.*, N.D. Cal. Case No. 12-cv-05524-JST (MEJ), resulting in the
15 following pro-plaintiff reported decisions:
- 16 i. 2013 U.S. Dist. LEXIS 151846 (N.D. Cal. Oct. 22, 2013) (holding that an
17 unaccepted Rule 68 offer doesn’t moot plaintiff’s claims, and granting
18 plaintiff’s motion to strike defendant’s affirmative defenses based on
19 *Twombly/Iqbal*).
- 20 ii. 2013 U.S. Dist. LEXIS 122007 (N.D. Cal. Aug. 27, 2013) (order granting
21 conditional collective certification).
- 22 iii. 2013 U.S. Dist. LEXIS 95687 (N.D. Cal. July 8, 2013) (affirming the
23 magistrate judge’s discovery ruling which held that “evidence of other
24 sources of income is irrelevant to the question of whether a plaintiff is an
25 employee within the meaning of the FLSA”).
- 26 iv. 2013 U.S. Dist. LEXIS 91771 (N.D. Cal. June 20, 2013) (granting broad
27 discovery because “an FLSA plaintiff is entitled to discovery from locations
28 where he never worked if he can provide some evidence to indicate

company-wide violations”).

m. From 2012 to 2013, I was part of a team of attorneys that obtained class certification for over 60,000 class members for off-the-clock claims, *Linares v. Securitas Security Services USA, Inc.*, Los Angeles Superior Court No. BC416555. We also successfully opposed subsequent appeals to the California Court of Appeal and California Supreme Court.

19. My current contingent billing rate of \$1,500.00 per hour is consistent with my actual billing rate for paid legal industry consulting services, my practice area, lead appellate experience in the Ninth Circuit Court of Appeals, numerous awards received, legal market and accepted hourly rates:

a. I have been paid for legal industry consulting services at \$1,500 per hour by Gerson Lehrman Group (GLG), a company that provides financial information and advises investors and consultants with business clients seeking expert advice. GLG is one of the largest companies that provides expert consulting services. GLG’s clients include corporations, hedge funds, private equity firms, and consulting firms. I have worked with GLG on numerous occasions at a rate of \$1,500 per hour, including on three recent occasions in October and November of 2023.

b. My \$1,500 hourly rate was approved in a published decision in federal court. On January 11, 2024, the Hon. Laurel Beeler of the United States District Court, Northern District of California approved my \$1,500 hourly rate when she granted final approval of the class action settlement in *Suarez v. Bank of America, N.A.* (N.D. Cal. Jan. 11, 2024), No. 18-cv-01202-LB, 2024 WL150721, *3 (“As for the lodestar cross-check, the billing rates are normal and customary for timekeepers with similar qualifications and experience in the relevant market.”).

c. My \$1,500 hourly rate was approved by many California state courts:

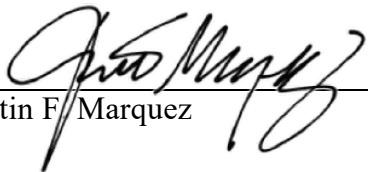
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- 1 i. On December 8, 2023, the Hon. Marcella O. McLaughlin of the San Diego
2 County Superior Court approved my \$1,500 hourly rate when she granted
3 final approval of the class action settlement in *Payabyab v. Bridge*
4 *Hospice, LLC*, Case No. 7-2021-00046218-CU-OE-CTL.
- 5 ii. On January 11, 2024, the Hon. Harold Hopp of the Riverside County
6 Superior Court approved my \$1,500 hourly rate when he granted final
7 approval of the class action settlement in *Gutierrez v. Next Level Door &*
8 *Millwork, Inc.*, Case No. CVRI2105455.
- 9 iii. On January 19, 2024, the Hon. Lauri A. Damrell of the Sacramento County
10 Superior Court approved my \$1,500 hourly rate when she granted final
11 approval of the class action settlement in *Sunshine Retirement Wage and*
12 *Hour Cases*, Case No. JCCP 5247.
- 13 iv. On January 26, 2024, the Hon. Loren G. Freestone of the San Diego
14 Superior Court approved my \$1,500 hourly rate when he granted final
15 approval of the class action settlement in *Lupercio v. Western CNC, Inc.*,
16 Case No. 37-2021-00010314-CU-OE-CTL.
- 17 v. On February 1, 2024, the Hon. Joseph T. Ortiz of the San Bernardino Court
18 approved by \$1,500 hourly rate when he granted final approval of the class
19 action settlement in *Jackson, et al. v. Apple Valley Communications, Inc.*,
20 et al., Case No. CIVSB2124721.
- 21 vi. On February 2, 2024, the Hon. Harold Hopp of the Riverside County
22 Superior Court approved by \$1,500 hourly rate when he granted final
23 approval of the class action settlement in *Barrera v. Paradise Chevrolet*
24 *Cadillac*, Case No. CVSW2107199.
- 25 d. On May 6, 2022, the Hon. Jay A. Garcia-Gregory of the United States District
26 Court in Puerto Rico approved my \$850 hourly rate when he granted final
27 approval of the class action settlement in *Serrano v. Inmediata Corp.*, No. 3:19-
28 cv-01811-JAG, Dkt. 57 (U.S. Dist. Ct. P.R. May 6, 2022).

- 1 e. On September 9, 2021, the Hon. Peter Wilson of the Orange County Superior Court
2 approved my \$800 hourly rate when he granted final approval of the class action
3 settlement in *Ricardo Campos Hernandez v. Adams Iron Co., Inc.*, No. 30-2019-
4 01066522-CU-OE-CXC.
- 5 f. On August 6, 2021, the Hon. Stanley Blumenfeld, Jr. of the United States District
6 Court granted final approval of the \$1,600,000 class action settlement in *Carlos*
7 *Moreno v. Pretium Packaging, Inc.* (C.D. Cal. Aug. 6, 2021) No. 8:19-cv-02500-
8 SB-DFM, 2021 WL 3673845 in which I served as lead counsel. In doing so, the
9 Court approved my then \$750 hourly rate after finding it was “reasonable, given the
10 qualifications of the attorneys who worked on this matter.” (*Id.* at p. *3.)

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

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

14
15 
16 Justin F. Marquez

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9 *Attorneys for Plaintiffs Diana Ismailyan,*
10 *Jeff Torres and the Putative Class*

11 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

12 **COUNTY OF LOS ANGELES**

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

15 Plaintiffs,

16 v.

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

19 Defendants.

Case No.: 19STCV21787

CLASS ACTION

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

**DECLARATION OF JAY GERACI
RE: NOTICE PROCEDURES**

Complaint filed: June 21, 2019
Trial date: Not set

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

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I, JAY GERACI, declare and state as follows:

1. I am a Vice President with KCC Class Action Services, LLC (“KCC”), located at 1 McInnis Parkway, Suite 250, San Rafael, California. I am over 21 years of age and am not a party to this action. I have personal knowledge of the matters stated herein and, if called upon, could and would testify thereto.

2. KCC is a class action administrator that specializes in providing comprehensive class action services including, but not limited to, pre-settlement consulting, email and mailing campaign implementation, website design, claims administration, check and voucher disbursements, tax reporting, settlement fund escrow and reporting, class member data management, legal notification, call center support, claims administration, and other related services critical to the effective administration of class actions. KCC has developed efficient, secure and cost-effective methods to properly handle the voluminous data and mailings associated with the noticing, claims processing and disbursement requirements of settlements to ensure the orderly and fair treatment of class members and all parties of interest.

3. The purpose of this declaration is to provide the Parties and the Court with a summary and the results of the work performed by KCC related to the Notice Procedures for the Walter Peters v. Apple Inc. settlement following the Preliminary Approval.

CLASS LIST

4. On October 30, 2023, KCC received from Apple Inc., a list of 10,620,430 users identified as the Class List. The Class List included names, addresses, phone numbers, and e-mail addresses. KCC removed from the class 1,279 records that contained Apple Inc. or Cooley team members. KCC identified 6 records where no email addresses were available.

5. Prior to E-mailing, KCC caused the 10,619,145 total emails in the Class List to be run through an email cleanse in order to confirm the validity of the addresses. This process resulted in a total of 9,530,349 emails that were approved to email and 1,088,796 emails that were

1 considered invalid, fraudulent, or were reputation risks.

2 6. The breakdown of the 1,088,796 email addresses that were removed from the
3 cleanse were: a) 523,069 Invalid emails, these emails are invalid and will not be accepted for
4 delivery; b) 19,376 Fraudulent emails, these are defined as high to extreme threat level, these emails
5 contained bots, scammers, and bogus users among others.; and c) 546,351 Reputation emails, these
6 are defined as an extreme threat level, the reputation category contains the most hazardous and
7 risky of filters. These filters include SMS domains, legal traps, blacklisting emails, and DMA
8 EMPS (Email Preference Service) among others.

9 **EMAILING THE NOTICE**

10 7. Beginning on December 14, 2023, and ending on December 19, 2023, KCC emailed
11 the 9,530,349 emails on the Class List. A true and correct copy of the Notice Email is attached
12 hereto as Exhibit A.

13 8. KCC received reports of intermittent technical issues affecting some users during
14 the email campaign launch. Out of an abundance of caution, KCC resent the email notice on
15 December 28th to 9,501,911 Class Members who at the time had not filed a payment election form.
16 KCC covered the costs related to this resend. A true and correct copy of the Resend Notice Email
17 is attached hereto as Exhibit B.

18 9. The 1,088,796 email addresses that were removed by the cleanse discussed in
19 paragraph 6 above were sent to a third-party vendor to perform an Email Change of Address Search
20 (ECO) to obtain an updated email address for the Class Member. 297,314 email addresses were
21 updated as a result of the ECOA search. These 297,314 updated addresses were then submitted for
22 cleanse for validity. 259,878 emails were approved to email, and 37,436 emails were considered
23 Invalid, Fraudulent, or were reputation risks.

24 10. On January 2, 2024, KCC emailed the 259,878 Class Members whose email was
25 updated by the ECOA search.

26 11. On January 9, 2024, KCC received the December 28th email resend bounce report
27 which showed that 243,040 email bounced, 9,248,053 emails were sent without a notification of a
28

1 bounce, and 10,818 emails were suppressed. On January 11th, the 253,858 emails that bounced or
2 were suppressed to send were sent to a third-party vendor to perform a ECOA search to obtain an
3 updated email address for the Class Member. 63,665 email addresses were updated as a result of
4 the ECOA search. These 63,665 updated addresses were then submitted for cleanse for validity.
5 58,159 emails were approved to email, and 195,699 emails were considered invalid, fraudulent, or
6 were reputation risks.

7 12. On January 19, 2024, KCC emailed the 58,159 Class Members whose email was
8 updated by the ECOA search performed on January 11th called out in paragraph 11 above.

9 13. On February 2, 2024, KCC sent a reminder email notification to 9,469,151 Class
10 members who have a valid email address in the data that have yet to file a payment election form.

11 14. In total, KCC emailed notice to 9,572,582 Class members with valid email
12 addresses.

13 **MAILING OF THE NOTICE**

14 15. On January 2, 2024, KCC caused the Postcard Notice (collectively, the “Notice”) to
15 be printed and mailed to the 686,147 names and mailing addresses in the Class List. This group of
16 686,147 individuals email addresses failed to update during the ECOA search mentioned in
17 Paragraphs 6 and 9 above. A true and correct copy of the Notice is attached hereto as Exhibit C.

18 16. On January 23, 2024, KCC caused the Postcard Notice to be printed and mailed to
19 the 198,146 names and mailing addresses in the Class List. This group of 198,146 individuals email
20 addresses failed to deliver successfully from the December 28th email send described in paragraph
21 8 above and their email addresses failed to update as described in paragraph 11 above.

22 17. Since mailing the Notice Packets to the Class Members, KCC has received 3,359
23 Notice Packets returned by the USPS with forwarding addresses. KCC immediately caused Notice
24 Packets to be re-mailed to the forwarding addresses supplied by the USPS.
25

26 18. Since mailing the Notice Packets to the Class Members, KCC has received 46,631
27 Notice Packets returned by the USPS with undeliverable addresses. Through credit bureau and/or
28

1 other public source databases, KCC performed address searches for these undeliverable Notice
2 Packets and was able to find updated addresses for 1,466 Class Members. KCC promptly re-
3 mailed Notice Packets to the found new addresses.

4
5 19. In total, KCC mailed Notice Packets to 884,293 Class members with deliverable
6 addresses.

7 **SETTLEMENT WEBSITE**

8 20. On or about December 14, 2023, KCC established a website
9 www.petersfamilysharingplan.com dedicated to this matter to provide information to the Class
10 Members and to answer frequently asked questions. The website URL was set forth in the Email
11 Notice, Postcard Notice, Long Form Notice, and on the Payment Election Form. Visitors of the
12 website can download copies of the Notice, Payment Election Form, Exclusion Form, and other
13 case-related documents. Visitors can also submit Payment Election Form online. As of the date of
14 this declaration, the website has received 752,443 unique user visits and 1,797,252 pageviews. A
15 true and correct copies of the Long Form Notice, Payment Election Form, and Exclusion Form are
16 attached hereto as Exhibits D, E, and F.

17
18 **TELEPHONE HOTLINE**

19 21. KCC established and continues to maintain a toll-free telephone number 1-866-914-
20 0236 for potential Class Members to call and obtain information about the Settlement, request a
21 Notice Packet, and/or seek assistance from a live operator during regular business hours. The
22 telephone hotline became operational on December 13, 2023, and is accessible 24 hours a day, 7
23 days a week. As of date of this declaration, KCC has received a total of 745 calls to the telephone
24 hotline.
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27
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1 **PAYMENT ELECTION FORMS**

2 22. The Payment Election Form postmark deadline is March 1, 2024. To date, KCC has
3 received 141,861 timely-filed claim forms. KCC expects additional timely-filed payment election
4 forms to arrive up to and beyond the March 1, 2024, deadline.
5

6 **REPORT ON EXCLUSION REQUESTS RECEIVED TO DATE**

7 23. The Notice informs Class Members that requests for exclusion from the Class must
8 be postmarked no later than March 1, 2024. As of the date of this declaration, KCC has received
9 22 requests for exclusion. A list of the Class Members who elected to exclude themselves is
10 attached hereto as Exhibit G.
11

12 **OBJECTIONS TO THE SETTLEMENT**

13 24. The postmark deadline for Class Members to object to the settlement was March 1,
14 2024. As of the date of this declaration, KCC has received two objections to the settlement from
15 Class Members Matthew Lyon and David Gerard. Both Class Members filed Payment Election
16 Forms. Copies of the objections are attached hereto as Exhibit H.
17

18 **ADMINISTRATION COSTS**


19 25. As of date of this declaration, KCC estimates its total cost of administration to be
20 \$736,500. This amount includes costs to date as well as through the completion of this matter.

21 26. KCC's estimated fees and charges are based on certain information provided to KCC
22 by the parties as well as significant assumptions. Accordingly, the estimate is not intended to limit
23 KCC's actual fees and charges, which may be less or more than estimated due to the scope of actual
24 services or changes to the underlying facts or assumptions.
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on February 2, 2024 at San Rafael, California.



JAY GERACI

Exhibit A

PaymentID: <<ClaimID>>

Pin: <<PIN>>

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

*The deadline to choose to receive payment is **March 1, 2024**.*

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 **March 1, 2024**, you will not receive a Class Payment. You can choose to receive a Class Payment by visiting www.PetersFamilySharingPlan.com.

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 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.

Opt Out of the Settlement

*The deadline to opt out is **March 1, 2024**.*

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.

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.”

Object to the Settlement

*The deadline to submit a written objection is **March 1, 2024**.*

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 **April 2, 2024**.

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.

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.

Go to a Hearing on April 2, 2024

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 have provided the Settlement Administrator the necessary information.

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, CA 90012.

Class Counsel:

Justin F. Marquez and Thiago Coelho

justin@wilshirelawfirm.com

thiago@wilshirelawfirm.com

1-855-977-9094

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 B

PaymentID: <<ClaimID>>

Pin: <<PIN>>

Due to a technical problem, some Class Members may have experienced difficulty submitting a Payment Election Form. Those issues have been resolved. If you would like to submit a Payment Election Form and receive a Class Payment, please visit www.PetersFamilySharingPlan.com. If you have already filed or printed out for mailing your Payment Election Form, you can ignore this email.

IN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

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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."

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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

*The deadline to choose to receive payment is **March 1, 2024**.*

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 **March 1, 2024**, you will not receive a Class Payment. You can choose to receive a Class Payment by visiting www.PetersFamilySharingPlan.com.

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 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.

Opt Out of the Settlement

*The deadline to opt out is **March 1, 2024**.*

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.

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.”

Object to the Settlement

*The deadline to submit a written objection is **March 1, 2024**.*

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 **April 2, 2024**.

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.

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.

Go to a Hearing on April 2, 2024

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 have provided the Settlement Administrator the necessary information.

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, CA 90012.

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1-855-977-9094

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 C

***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.***



VISIT THE
SETTLEMENT
WEBSITE BY
SCANNING
THE PROVIDED
QR CODE

A4E

***Peters v. Apple Class Action
Settlement Administrator***
P.O. Box 301134
Los Angeles, CA 90030-1134

«Barcode»

Postal Service: Please do not mark barcode

Payment ID: A4E-«ClaimID» - «MailRec»

PIN: <<PIN>>

«First1» «Last1»

«CO»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

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 April 2, 2024 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 *Walter 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 March 1, 2024 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. If you elect to complete a Payment Form, your Payment ID number is <<ClaimID>>. Your PIN Number is <<PIN>>.

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 March 1, 2024. Go to www.PetersFamilySharingPlan.com for more information on how to opt out or object.

The Court will hold the final approval hearing on April 2, 2024, at 9:00 AM, 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 1-866-914-0236.

Exhibit D

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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.”

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<p>Stay in the Class</p> <p><i>The deadline to choose to receive payment is March 1, 2024.</i></p>	<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 March 1, 2024, 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 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 March 1, 2024.</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 March 1, 2024.</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 April 2, 2024.</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 April 2, 2024.</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 have provided the Settlement Administrator the necessary information.</p>

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 *Walter 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 Torres and Diana Ismailyan) 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 between June 21, 2015 and 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 1-866-914-0236, or write to *Peters v. Apple* Class Action Settlement Administrator, P.O. Box 301134, Los Angeles, CA 90030-1134, 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 March 1, 2024 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 April 2, 2024 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 *Walter 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:

Peters v. Apple Class Action Settlement Administrator
P.O. Box 301134
Los Angeles, CA 90030-1134

Your opt-out request must be postmarked no later than March 1, 2024 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 \$15,000 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 February 2, 2024.

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 (*Walter 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 *Peters v. Apple* Class Action Settlement Administrator, P.O. Box 301134, Los Angeles, CA 90030-1134; and (e) be postmarked on or before March 1, 2024.

You may also appear and request to make an objection at the final approval hearing before the Court on April 2, 2024, 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. By February 2, 2024, 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. Also by February 2, 2024, 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 April 2, 2024, at 9:00 AM, 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 (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:

Peters v. Apple Class Action Settlement Administrator
P.O. Box 301134
Los Angeles, CA 90030-1134
1-866-914-0236

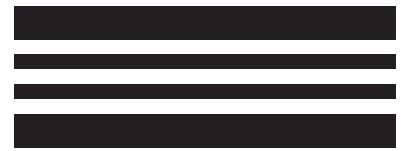
Class Counsel:

Justin F. Marquez and Thiago Coelho
justin@wilshirelawfirm.com
thiago@wilshirelawfirm.com
1-855-977-9094
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 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 E

Peters v. Apple Class Action
Settlement Administrator
P.O. Box 301134
Los Angeles, CA 90030-1134



A4E

<<Barcode>>

Postal Service: Please do not mark barcode

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

<<First1>> <<Last1>>

<<CO>>

<<Addr1>> <<Addr2>>

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

<<Country>>

VISIT THE SETTLEMENT WEBSITE BY
SCANNING THE PROVIDED QR CODE
Walter Peters v. Apple Inc.

SUPERIOR COURT OF CALIFORNIA
LOS ANGELES COUNTY

No. 19STCV21787

**All payment elections must be
submitted online or
postmarked by
March 1, 2024**

Claim ID: <<ClaimID>>

PIN Code: <<PIN>>

Payment Election Form

This Payment Election Form may be submitted online at www.PetersFamilySharingPlan.com or completed and mailed to the address above. Submit your completed Payment Election Form online or mail it so it is postmarked no later than **March 1, 2024**.

I. PAYMENT 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 above.

<input type="text"/>			<input type="text"/>	<input type="text"/>		
First Name			M.I.	Last Name		
<input type="text"/>						
Mailing Address, Line 1: Street Address/P.O. Box						
<input type="text"/>						
Mailing Address, Line 2						
<input type="text"/>				<input type="text"/>	<input type="text"/>	
City				State	ZIP Code	
<input type="text"/>	-	<input type="text"/>	-	<input type="text"/>		
Preferred Telephone Number						
<input type="text"/>						
Email 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): _____

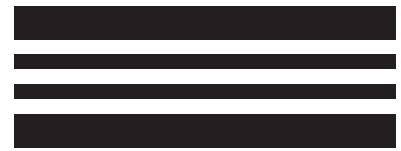
III. PAYMENT SELECTION: If you wish to receive your payment electronically, you must provide your payment selection through the Settlement website at www.PetersFamilySharingPlan.com. Otherwise your payment will be issued via check.



FOR PROCESSING ONLY	OB <input type="text"/>	CB <input type="text"/>	<input type="radio"/> DOC <input type="radio"/> LC <input type="radio"/> REV	<input type="radio"/> RED <input type="radio"/> A <input type="radio"/> B
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Exhibit F

Peters v. Apple Class Action
Settlement Administrator
P.O. Box 301134
Los Angeles, CA 90030-1134



VISIT THE SETTLEMENT WEBSITE BY
SCANNING THE PROVIDED QR CODE

Walter Peters v. Apple Inc.

SUPERIOR COURT OF CALIFORNIA
LOS ANGELES COUNTY

No. 19STCV21787

**All Payment Elections must be
submitted online or
postmarked by
March 1, 2024**

A4E

<<Barcode>>

Postal Service: Please do not mark barcode

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

<<First1>> <<Last1>>

<<CO>>

<<Addr1>> <<Addr2>>

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

<<Country>>

Opt-Out Form

Walter Peters v. Apple Inc., No. 19STCV21787

Complete and mail this form if you want to be excluded from the settlement in *Walter Peters v. Apple Inc.*, No. 19STCV21787. By excluding yourself, you will 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 will not receive a Class Payment from this settlement.

1. Class Member Information

First Name M.I. Last Name

Payment Election ID (Required)

Street Address

Address (continued)

City

State

ZIP Code

Telephone Number

I acknowledge that I wish to be excluded from the settlement in *Walter Peters v. Apple Inc.*, No. 19STCV21787.

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

Print Name: _____

2. Mail this Opt-Out Form postmarked by **March 1, 2024** to *Peters v. Apple* Class Action Settlement Administrator, P.O. Box 301134, Los Angeles, CA 90030-1134.

Questions? Call 1-866-914-0236 toll-free or visit www.PetersFamilySharingPlan.com



FOR PROCESSING ONLY	OB	CB	<input type="radio"/> DOC <input type="radio"/> LC <input type="radio"/> REV	<input type="radio"/> RED <input type="radio"/> A <input type="radio"/> B
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Exhibit G

EXCLUSION LIST

Payment ID	First	Last
104627958201	AHMED	AL-MUHAIIDIB
103541553201	JON	CARUANA
103794955001	CHRISTOPHER	COOKE
105332256801	KEVIN	FRANKLIN
102741616501	TONY	HATCH
106363216401	JENNIFER	HIGASHIYAMA
102595317401	AMY	JACKSON
103792656501	BRIAN	KOZIOLEK
101156820001	SKYE	LEWIN
106913556001	MELANIE	MARTIN
102877567301	SCOTT	MCCLAIN
106678660801	JOHN	METCALF
100378533801	ROBERT	MICHELUCCI
108151750001	CHARLES	MILES
103649053301	LUIS	OLIVAS
109752682701	CHRIS	PADGETT
103717541801	PATRICIA	PRUITT
108018451401	TRACY	RICHARDSON
104872973701	THOMAS	SCOTT
103610079601	MIRCEA	STOICA
105997896001	MATTHEW	TEVENAN
104350816201	DEAN CARL	TOVES

Exhibit H

December 18, 2023

Settlement Administrator: Peters v. Apple Class Action Settlement Administrator
P.O. Box 301134
Los Angeles, CA 90030-1134

Clerk of the Court
SUPERIOR COURT OF CALIFORNIA
LOS ANGELES COUNTY

In re: Walter Peters v. Apple Inc., No. 19STCV21787;

Objection to the terms of the settlement from:

David Philip Gerard (class member payment ID 102899910501)
909 Midwest Club
Oak Brook, IL, 60523
630 986-0003

I am not represented by counsel.

I do not intend to appear at the Final Approval Hearing.

I will not opt out of the settlement.

Dear U.S. District Court and Judge Elihu M. Berle:

I am a class member and wish to object to the settlement on behalf of the entire class. My objection is that the Plaintiffs' attorneys are being paid too much.

See document settlement terms, paragraph 8:

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.

As the Supreme Court recognized, "a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." Boeing Co. v. Van Gemert, 444 U.S. 472, 478 (1980).

In their Declaration, Class Counsel claims to have devoted considerable time and effort with no reimbursement for their services.

I object to the rate of 33 1/3% and an additional \$2,000,000 in expenses or a total of up to 10,333,333 in fees or 41.33% of the total settlement.

See

https://www.uscourts.gov/sites/default/files/theodore_eisenberg_geoffrey_miller_attorneys_fees_in_class_actions_0.pdf

Page 16, Figure 5 (top of page) which shows the attorney fees as a percentage of the total settlement in class action lawsuits from 1993 to 2008. Most of the class action settlements with attorney fees in 33% range (or more) were smaller cases with settlements less than log recovery 7.4=\$25,000,000 of this case. If one looks at the cases that settled from 2003 to 2008 in the 25,000,000 (log recovery 7.4) range, not a single case had fees over 37%. The average fee was about 19% (range about 3% to 37%) and some of these cases went to trial.

In addition, the data show is a strong inverse correlation between attorney fees and the size of the settlement (larger settlements have smaller fees).

I object to this case being characterized as an excellent result for the class with less than \$30 awarded per member of the class. It certainly will be an excellent result for plaintiff's attorneys.

I would propose a attorney fee of 18% with no additional expenses awarded. This case was settled without going to trial.

My personal information is:

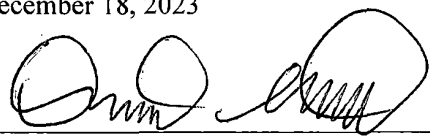
Name: David Philip Gerard Email: davidpgerard@comcast.net

Address: 909 Midwest Club Oak Brook, IL 60523

Phone No.: 630 986-0003

Dated: December 18, 2023

Signed: _____



Printed name: David Philip Gerard

December 18, 2023



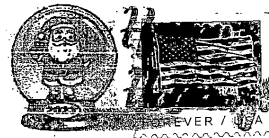
322 PROSPECT AVENUE
HARTFORD, CT 06106

RECEIVED

DEC 27 2023

S SUBURBAN IL 604

18 DEC 2023 PM 8 L



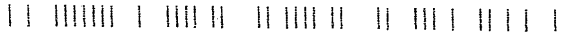
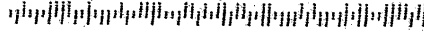
KURTZMAN CARSON CONSULTANTS

Settlement Administrator: Peters vs. Apple

PO Box 301134

Los Angeles, CA 90030-1134

90030-113434



To: Settlement Administrator
Re: Walter Peters v. Apple Inc., No. 19STCV21787

From: Matthew Lyon, PO Box 13272, Olympia WA 98508; 503-927-3357
Date: January 4, 2024

CC: Apple General Council

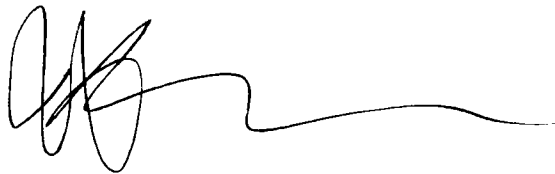
I object to this settlement on the following grounds:

1. I remember the wording around family sharing and subscriptions: I found it confusing and not misleading; I remember having some questions about how it worked that some quick internet searches answered promptly, and remember Apple working quickly to update their methods for understanding how family sharing and subscriptions work to be more clear.

Not only do I agree with Apple's position that they did not make any misleading misrepresentations, but I believe they are one of the better corporate citizens in this regard.

2. The amount of money earmarked for Class Council in this settlement is ridiculous. I have been a class member in no fewer than a dozen class action suits over the previous two years and this is one of the highest percentages set aside for attorney's fees and litigation expenses I have seen among the settlements.

While I believe that class action lawsuits are, in general, a helpful way to keep corporations in check against wrongdoing, my observation is that their causes are becoming increasingly frivolous, and of the settlement notifications I have received over the past two years, this is the most frivolous, and strikes me as a way to enrich attorneys through what will invariably be higher costs to consumers.

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

LYON
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OLYMPIA WA 98508

TACOMA WA 983
OLYMPIA WA
4 JAN 2024 PM 4 L



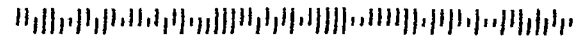
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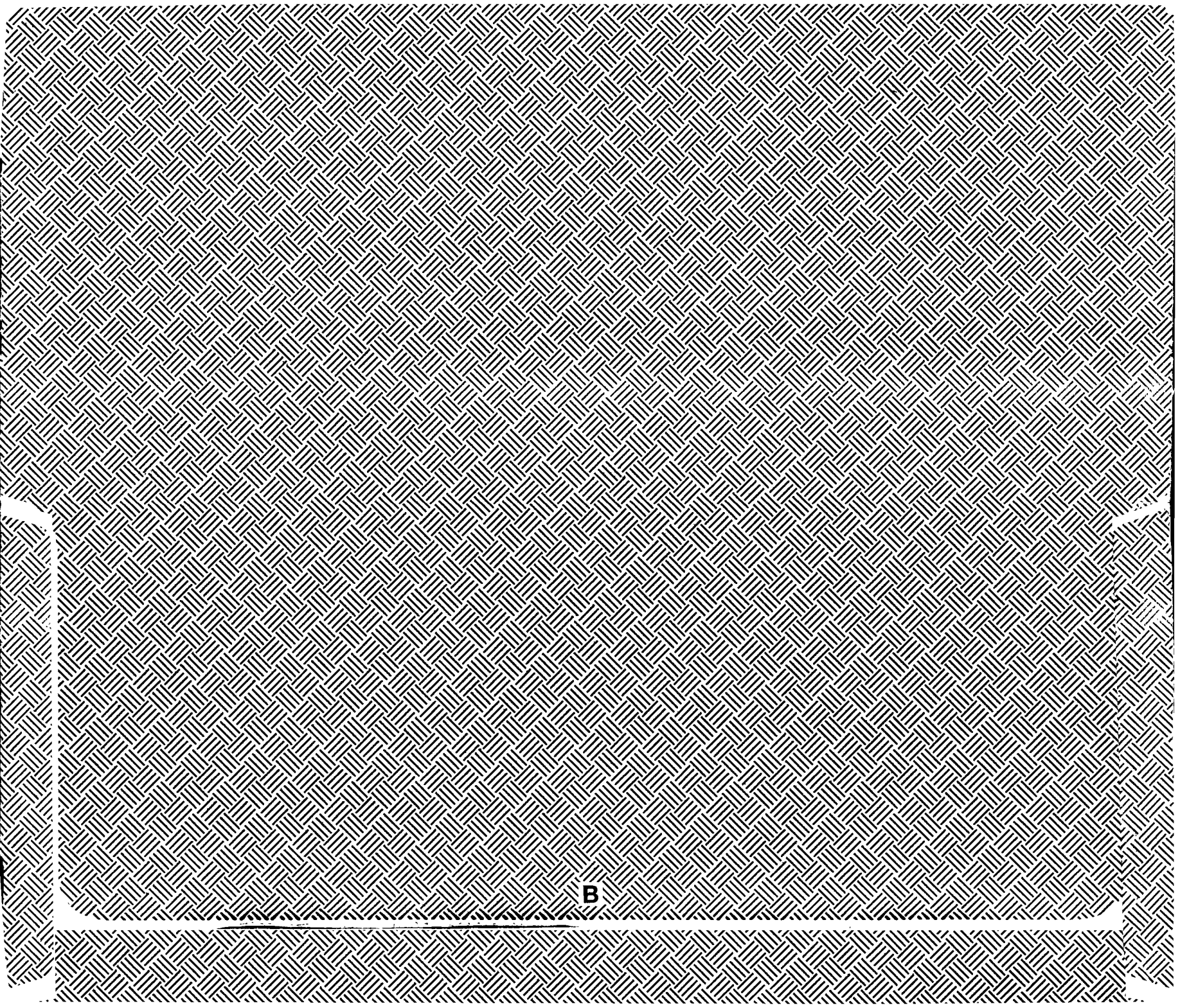
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KURTZMAN CARSON CONSULTANTS

PETERS VS. APPLE
CLASS ACTION ADMINISTRATOR
PO BOX 301134
LOS ANGELES, CA 90034-1134

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

18
19 WALTER PETERS, individually and on behalf
of all others similarly situated,

20 Plaintiffs,

21 v.

22 APPLE INC. a California corporation,

23 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 _____, 2024, this Court heard Jeff Torres and Diana Ismailyan’s (“Named
2 Plaintiffs”) unopposed motion for final approval of the class action settlement. This Court reviewed
3 (a) the 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

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29 SUPERIOR COURT OF THE STATE OF CALIFORNIA
30 COUNTY OF LOS ANGELES

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

33 Plaintiffs,

34 v.

35 APPLE INC. a California corporation,

36 Defendant.

37 Case No.19STCV21787

38 **CLASS ACTION**

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

41 **[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