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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

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

Plaintiffs,

v.

APPLE INC. a California corporation,

Defendant.

Case No.19STCV21787

**CLASS ACTION**

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

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

**FILED**  
Superior Court of California  
County of Los Angeles

08/28/2024

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

1           On August 21, 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 \$6,250,000.00 in Attorneys’ Fees and Costs to Class Counsel is fair  
25 and reasonable in light of the nature of this case, Class Counsel’s experience and efforts in  
26 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 \$10,000.00 each is fair and reasonable in light of the time and effort spent by Named  
3 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 from the Class. This Order does not bind persons who filed timely and valid requests for  
exclusion. Provided below is a list of persons who properly requested to be excluded from the  
Settlement:

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<b>First</b>	<b>Last</b>
JOSHUA	ADAMS
AHMED	AL-MUHAIIDIB
MIEKO	AONO
STEVE	AUERBACH
DUSTIN	BROWN
RAY	CAMPBELL
JON	CARUANA
RIKA	COFFMAN
DAVID	COLLANTES
CHRISTOPHER	COOKE
TAHANI	CREISAT
JUDY	CRIVELLI
CHERYLE	DUFFY LEHRER
CHRISTINA	EICKMEYER
KEVIN	FRANKLIN
JEFFREY	GIBBONS
CYNTHIA	GIERHART
TROY	GOSS
JEAN-DENIS	HAAS
TONY	HATCH
JENNIFER	HIGASHIYAMA
AARON	HOLCOMB
ANDREW	HOLLIS
AMY	JACKSON
BRANDON	KELSHEIMER
BRIAN	KOZIOLEK
JAMES	KREKOW
BRYAN	LANSER
SKYE	LEWIN
ANNE	LUTHER
MELANIE	MARTIN
LISSET	MARTÍNEZ GENIZ
SCOTT	MCCLAIN
MIKE	MCKENNA
ANGELA	MCKENZIE
JOHN	METCALF
ROBERT	MICHELUCCI
CHARLES	MILES

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First	Last
MICHAEL	MORTON
NOAH	NIDAY
MICHAEL	O'CONNOR
LUIS	OLIVAS
CLAUDIA	ORDONEZ
ASHLEY	PACHECO
CHRIS	PADGETT
SCOTT	PIERCE
PATRICIA	PRUITT
TRACY	RICHARDSON
EDUARDO E	SANTAMARIA
KATIE	SCHIAVO
THOMAS	SCOTT
MIRCEA	STOICA
BRIAN	STURM
MATTHEW	TEVENAN
KORTNEY	THOLEN
JADRANKO	TOMAS
DEAN CARL	TOVES
RYAN L	TUTTLE
CAROLINE	WALKER
JENNIFER	WALL
LAURA	WOLF
GULUZAR	YARDIM

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

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

5. **Attorneys' Fees and Costs.** Class Counsel is awarded \$6,250,000.00 total in fees and \$1,429,659.29 in costs to be paid from the Gross Settlement Amount in accordance with the Agreement.

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6. **Incentive Award.** Named Plaintiffs Jeff Torres and Diana Ismailyan are awarded \$10,000.00 (each) as an Incentive Award to be paid from the Gross Settlement Amount in accordance with the Agreement.

7. **Settlement Administrator Costs.** The Court approves the payment to KCC Class Action Services, LLC , the Settlement Administrator, of a total amount not to exceed \$872,283.30, to be paid from the Gross Settlement Amount in accordance with the Agreement.

8. **Compliance Hearing.** An Order to Show Cause Re: Compliance with the terms of Settlement is scheduled for April 2, 2025 at 8:30 a.m. in Department 6 at Spring Street Courthouse. Counsel is ordered to submit a report and declaration from the Settlement Administrator by March 24, 2025.

**IT IS SO ORDERED.**



**Elihu M. Berle**

Dated: ~~€~~ ~~EG~~ ~~DEG~~ \_\_\_\_\_

\_\_\_\_\_  
Elihu M. Berle / Judge

HON. ELIHU M. BERLE  
LOS ANGELES SUPERIOR COURT JUDGE