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12 UNITED STATES DISTRICT COURT  
13 NORTHERN DISTRICT OF CALIFORNIA  
14 SAN FRANCISCO DIVISION

15 VICKY MALDONADO AND JUSTIN CARTER,  
16 individually and on behalf of themselves and all  
17 others similarly situated,

18 Plaintiffs,

19 v.

20 APPLE INC., APPECARE SERVICE  
21 COMPANY, INC., AND APPLE CSC, INC.,

22 Defendants.  
23

No. 3:16-cv-04067-WHO

Related Case:  
*English v. Apple Inc. et al.*  
Case No. 3:14-cc-01619-WHO

PLAINTIFFS' NOTICE OF MOTION  
AND MOTION FOR FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT

Judge: Hon. William H. Orrick  
Courtroom: 2, 17th Floor  
Complaint Filed: July 20, 2016

**NOTICE OF MOTION AND MOTION**

PLEASE TAKE NOTICE that on April 27, 2022, at 2:00 p.m. or as soon thereafter as the matter may be heard by the Honorable Judge William H. Orrick of the United States District Court for the Northern District of California, San Francisco Division, located at 450 Golden Gate Avenue, San Francisco, CA 94102, Plaintiffs will and hereby do move the Court under Federal Rule of Civil Procedure 23 for a final order approving the proposed class action settlement with Defendants Apple Inc., AppleCare Service Company, Inc., and Apple CSC, Inc. (“Apple”).

This Motion is based on this Notice of Motion and Motion for Final Approval of Class Action Settlement with Apple, the following memorandum of points and authorities, and the pleadings and papers on file in this action.

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## I. INTRODUCTION

Nothing has changed since the Court preliminarily approved this Settlement. The Settlement Agreement remains fair, reasonable, and adequate. The \$95 million cash payment provides a significant recovery for the Class, representing approximately 13% to 25% of the total Class damages, a significant recovery for a case involving the challenges faced by Plaintiffs. *See* ECF Nos. 304 at 7–9; 321 at 6–7, 17; 332 at 12–16; 334 at 1–4.

There is no opposition to the Settlement by Class Members. Direct notice to the Class was extremely successful, with 94% of the over 3.3 million Class Members receiving notice. No Class Member filed an opposition. And the total number of valid opt-outs after two notice campaigns is only 153, or 0.0047% of the Class.<sup>1</sup> Over 99.9% of the Class have chosen to stay and benefit from the Settlement.

Because nothing has changed since preliminary approval and the Class reception has been overwhelmingly positive, the Court should grant final approval.

## II. THE SETTLEMENT SHOULD BE APPROVED

### A. Notice under Rule 23 has been satisfied.

This Court previously approved the proposed notice plan as meeting the requirements of Rule 23. ECF Nos. 328, 331. In compliance with that plan, Epiq, the Settlement Administrator, posted copies of the Settlement Agreement and the Preliminary Approval Order, as well as the Long Form Notice and Motion for Preliminary Approval to the settlement website by January 3, 2022. Declaration of Cameron Azari (“Azari Decl.”) ¶¶ 12, 22, Mar. 18, 2022 (attached as Exhibit A). Epiq also posted FAQs and a form to request inclusion in the Class to the settlement website. *Id.* A copy of Plaintiffs’ Motion for Attorneys’ Fees, Expenses, and Service Awards was posted to the settlement website after it was filed. *Id.*

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<sup>1</sup> After Class Certification notice went out, there were 135 requests for exclusion. An additional 54 Class Members requested exclusion from the Settlement after notice of the Settlement went out. Of those 54 requests, 18 were valid, 15 could not be matched to Class Member data, and 21 were ineligible because they did not timely opt out when the initial class certification notice was sent.

1 As directed by this Court, Epiq began sending notice of the Settlement to the Class starting  
 2 January 3, 2022. *Id.* ¶ 11. Of the 3,391,470 Class Members, 3,189,345 Class Members—94% of  
 3 the Class—have received direct notice by email or by postcard, in the forms approved by this  
 4 Court.<sup>2</sup> *Id.* ¶ 18. Apple did not have any contact information for 126,930 Class Members and  
 5 another 75,195 Class Members ultimately could not be reached by either email or via mail. *Id.* ¶¶  
 6 10, 18.

7 Apple had email addresses for 3,037,629 Class Members and mailing addresses for an  
 8 additional 226,911 Class Members. *Id.* ¶ 10. Epiq initially sent email notice to all Class Members  
 9 with email addresses and postcard notices to Class Members who had only a mailing address. *Id.* ¶¶  
 10 11–16. The email campaign successfully reached 3,304,474 Class Members, with 142,457 emails  
 11 that were undeliverable. *Id.* ¶ 13. Apple also had mailing addresses for 88,837 of the 142,457 Class  
 12 Members with undeliverable emails. *Id.* ¶ 14. Epiq attempted to send post card notices to those  
 13 Class Members. *Id.* Epiq also remailed postcard notices to Class Members whose postcards were  
 14 returned with a forwarding address or to Class Members where an address search identified a new  
 15 address. *Id.* ¶¶ 14–16. In total, 3,189,345 Class Members, or 94% of the Class, received direct  
 16 notice of the Settlement. *Id.* ¶ 18. The total cost of notice to the Class was \$202,054.34. *Id.* ¶ 30.

17 Because the Class was previously certified, the notice of the Settlement was the second  
 18 notice sent to the Class. After the initial Class certification notice was sent out, 135 individuals  
 19 requested exclusion from the Class. *Id.* ¶ 25. An additional 54 individuals have requested to be  
 20 excluded from the Class after receiving notice of the Settlement. *Id.* ¶ 26. Of those 54 requests, 18  
 21 were valid exclusion requests, 21 were Class Members who previously received notice but did not  
 22 timely opt out and thus are ineligible, and 15 were submitted by individuals who could not be  
 23 matched to Class Member data. *Id.* The 153 individuals who validly requested exclusion amount to  
 24 0.0047% of the Class. No Class Members have filed an objection to the Settlement.

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 26  
 27 <sup>2</sup> Of the Class Members Apple had contact information for, 97.6% received direct notice by  
 28 email or postcard. Azari Decl. ¶ 18.

1 The Settlement website also included Application for Inclusion in the Class. *Id.* ¶ 12. Epig  
 2 received 12,441 Applications for Inclusion. *Id.* ¶¶ 19–20. Of those Applications, 12 were deemed  
 3 to be valid and those 12 Class Members will be included in the distribution of the Settlement. *Id.* ¶  
 4 21.

5 **B. The Settlement is fair, reasonable, and adequate.**

6 In granting final approval of a proposed class action settlement, the Court must determine  
 7 whether the settlement is “fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). “To determine  
 8 whether a settlement agreement meets these standards, a district court must consider a number of  
 9 factors, including: “(1) the strength of the plaintiffs’ case; (2) the risk, expense, complexity, and  
 10 likely duration of further litigation; (3) the risk of maintaining class action status throughout the  
 11 trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of  
 12 the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental  
 13 participant; and (8) the reaction of the class members to the proposed settlement.” *Knapp v.*  
 14 *Art.com, Inc.*, 283 F. Supp. 3d 823, 830 (N.D. Cal. 2017) (quoting *Churchill Vill., L.L.C. v. Gen.*  
 15 *Elec.*, 361 F.3d 566, 575 (9th Cir. 2004)). Most of these factors were addressed in Plaintiffs’  
 16 Motion for Preliminary Approval and are incorporated by reference. ECF No. 321. Because the  
 17 Court found those factors weighed in favor of preliminary approval and nothing has changed,  
 18 Plaintiffs will not repeat them here. ECF No. 328. The two factors the Court did not consider at  
 19 preliminary approval—presence of a governmental participant and reaction of the Class—also  
 20 weigh in favor of granting final approval of the Settlement.

21 **1. The presence of a governmental participant.**

22 There is no governmental participant in this case. Apple provided CAFA notice of the  
 23 proposed Settlement, and no government entity has raised an objection. *See Azari Decl.* ¶ 9. “The  
 24 lack of objections favors settlement.” *Knapp*, 283 F. Supp. 3d at 833.

25 **2. Reaction of the Class Members.**

26 The reaction of the Class has been overwhelmingly positive and weighs in favor of  
 27 approval. A little over 150 people, representing 0.0047% of the Class, opted out after two notice  
 28 campaigns and not a single Class Member has filed an objection.

1 First, that over 99.9% of the Class stayed and accepted the Settlement provides an  
 2 “objective positive commentary as to its fairness” and weighs in favor of approval. *Knapp*, 283  
 3 F.Supp.3d at 834 (quoting *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998)). Of the  
 4 individuals who requested exclusion, most requested exclusion after certification, not because of  
 5 the Settlement. Only 18 Class Members timely requested exclusion from the Settlement,  
 6 representing 0.0006% of the Class. Second, that *no* Class Members have objected “raises a strong  
 7 presumption that the terms of a proposed class settlement action are favorable to the class  
 8 members” and weighs in favor of final approval. *Id.* at 833–34; *see also J.L. v. Cuccinelli*, No. 18-  
 9 CV-04914-NC, 2019 WL 6911973, at \*3 (N.D. Cal. Dec. 18, 2019) (no objections to the settlement  
 10 weigh in favor of final approval). The Class Members’ overall reaction to the Settlement supports  
 11 approval.

### 12 III. CONCLUSION

13 Plaintiffs request that this Court enter an order granting final approval of the Settlement.

14 DATED: March 18, 2022

HAGENS BERMAN SOBOL SHAPIRO LLP

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# **EXHIBIT A**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

VICKY MALDONADO AND JUSTIN CARTER,  
individually and on behalf of themselves and all  
others similarly situated,

Plaintiffs,

v.

APPLE INC., APPLECARE SERVICE  
COMPANY, INC., AND APPLE CSC, INC.,

Defendants.

CASE NO: 3:16-cv-04067-WHO

**DECLARATION OF CAMERON R.  
AZARI, ESQ. ON IMPLEMENTATION  
AND ADEQUACY OF SETTLEMENT  
NOTICE PLAN**

I, Cameron R. Azari, Esq., hereby declare and state as follows:

1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am a nationally recognized expert in the field of legal notice and I have served as an expert in hundreds of federal and state cases involving class action notice plans.

3. I am a Senior Vice President with Epiq Class Action and Claims Solutions, Inc. (“Epiq”) and the Director of Legal Notice for Hilsoft Notifications (“Hilsoft”), a firm that specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans. Hilsoft is a business unit of Epiq.

4. This declaration will describe the implementation of the Settlement Notice Plan (“Notice Plan” or “Plan”) and notices (the “Notice” or “Notices”) here for Maldonado v. Apple Inc., Case No. 3:16-cv-04067-WHO, in the United States District Court for the Northern District of California. I previously executed my *Declaration of Cameron R. Azari, Esq. on Notice Plan*, on June 1, 2020, in which I detailed the plan to give notice of the Court’s certification of the Class in this matter. That declaration also included a description of Hilsoft’s class action notice experience and attached Hilsoft’s curriculum vitae. I also provided my educational and professional experience



1 relating to class actions and my ability to render opinions on overall adequacy of notice programs.  
2 Subsequently, I executed my *Declaration of Cameron R. Azari, Esq. on Settlement Notice Plan*  
3 (“Settlement Notice Plan Declaration”), on October 1, 2021, in which I detailed the Settlement Notice  
4 Plan.

### 5 OVERVIEW

6 5. On November 5, 2021, the Court approved the Notice Plan and appointed Epiq and  
7 Hilsoft as the Settlement Administrator in the *Preliminary Approval Order*. In the Preliminary  
8 Approval Order, the Court set forth the Certified Class as:

9 All individuals who purchased AppleCare or AppleCare+, either  
10 directly or through the iPhone Upgrade Program, on or after July  
20, 2012, and received a remanufactured replacement Device.

11 6. After the Court’s Preliminary Approval Order was entered, Epiq began to implement  
12 the Notice Plan. This declaration will detail the successful implementation of the Notice Plan. This  
13 declaration will also discuss the administration activity to date. The facts in this declaration are based  
14 on my personal knowledge, as well as information provided to me by my colleagues in the ordinary  
15 course of my business at Hilsoft and Epiq.

### 16 NOTICE PLAN SUMMARY

17 7. Rule 23 of the Federal Rules of Civil Procedure directs that the best notice practicable  
18 under the circumstances must include “individual notice to all members who can be identified through  
19 reasonable effort.”<sup>1</sup> The Notice Plan as implemented satisfied this requirement with individual notice  
20 (via email or postal mail) to all identified members of the Class. An Email Notice was sent to all  
21 members of the Class with an available email address, and a Postcard Notice was sent via United  
22 States Postal Service (“USPS”) first class mail to all members of the Class without an available email  
23 address or for whom an Email Notice was undeliverable. A case website provided further notice of  
24 the settlement.

25 8. In my opinion, the Notice Plan as designed and implemented, is consistent with other  
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28 <sup>1</sup> Fed. R. Civ. P. 23(c)(2)(B).

1 court-approved notice programs, and has reached the greatest practicable number of members of the  
2 Class through the use of individual notice. In my opinion, the Notice Plan is the best notice  
3 practicable under the circumstances of this case, and satisfies the requirements of due process,  
4 including its “desire to actually inform” requirement.<sup>2</sup>

5 **CAFA NOTICE**

6 9. On October 8, 2021, Epiq sent 57 CAFA Notice Packages (“CAFA Notice”) on behalf  
7 of the Defendants Apple Inc., AppleCare Service Company, Inc., and Apple CSC, Inc., as required  
8 by the federal Class Action Fairness Act of 2005 (CAFA), 28 U.S.C. § 1715. The CAFA Notice was  
9 mailed via USPS certified mail to 56 officials (Attorneys General of each of the 50 states, the District  
10 of Columbia, and the United States Territories) and the CAFA Notice was sent via United Parcel  
11 Service (“UPS”) to the Attorney General of the United States. Details regarding the CAFA Notice  
12 mailing are provided in the *Declaration of Stephanie J. Fiereck, Esq. on Implementation of CAFA*  
13 *Notice*, dated October 8, 2021, which is included as **Attachment 1**.

14 **NOTICE PLAN**

15 ***Individual Notice***

16 10. On November 9, 2021, Epiq received data from Defendant’s counsel, which contained  
17 the contact information for identified members of the Class, and included all of the 3,960,627  
18 replacement device serial numbers that were included in the Class contact data for the class  
19 certification phase of the Action, plus an additional 539,966 serial numbers. In total, there were  
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21 \_\_\_\_\_  
22 <sup>2</sup> *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950) (“But when notice is a  
23 person’s due, process which is a mere gesture is not due process. The means employed must be such  
24 as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The  
25 reasonableness and hence the constitutional validity of any chosen method may be defended on the  
26 ground that it is in itself reasonably certain to inform those affected . . .”); *see also In re Hyundai &*  
27 *Kia Fuel Econ. Litig.*, 926 F.3d 539, 567 (9th Cir. 2019) (“To satisfy Rule 23(e)(1), settlement notices  
28 must ‘present information about a proposed settlement neutrally, simply, and understandably.’  
‘Notice is satisfactory if it generally describes the terms of the settlement in sufficient detail to alert  
those with adverse viewpoints to investigate and to come forward and be heard.’”) (citations omitted);  
N.D. Cal. Procedural Guidance for Class Action Settlements, Preliminary Approval (3) (articulating  
best practices and procedures for class notice).

1 4,500,593 unique replacement device serial numbers in the data. Epiq analyzed the data and rolled  
2 up records with the same name and contact information so that each identified member of the Class  
3 had a single record with all their replacement devices listed. After the records were rolled up, there  
4 were 3,391,470 records of identified members of the Class.<sup>3</sup> Of these records, 3,264,540 were sent  
5 notice, (3,037,629 initial Email Notices sent and 226,911 initial Postcard Notices mailed via USPS  
6 first class mail). Also, 126,930 records did not contain any valid contact information and could not  
7 be sent an Email Notice or a Postcard Notice.

8 ***Individual Notice – Email Notice***

9 11. From January 3, 2022, through January 6, 2022, Epiq sent 3,037,629 Email Notices to  
10 all identified members of the Class with an available valid email address. Industry standard best  
11 practices were followed for the Email Notice efforts. The Email Notice was drafted in such a way  
12 that the subject line, the sender, and the body of the message were designed to overcome SPAM filters  
13 and ensure readership to the fullest extent reasonably practicable. For instance, the Email Notice  
14 used an embedded html text format. This format provided easy to read text without graphics, tables,  
15 images, attachments, and other elements that would increase the likelihood that the message could  
16 have been blocked by Internet Service Providers (ISPs) and/or SPAM filters.

17 12. The Email Notices were sent from an IP address known to major email providers as  
18 one not used to send bulk “SPAM” or “junk” email blasts. Each Email Notice was transmitted with  
19 a digital signature to the header and content of the Email Notice, which allowed ISPs to  
20 programmatically authenticate that the Email Notices were from our authorized mail servers. Each  
21 Email Notice was also transmitted with a unique message identifier. The Email Notice clearly and  
22 concisely summarized the case and the legal rights of the Class. The Email Notice included the case  
23 website address. By accessing the website, recipients were able to easily access a Long-form Notice  
24 (in both English and Spanish), the Settlement Agreement, Preliminary Approval Motion and Order,  
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26 <sup>3</sup> The count of identified members of the Class does not include the individuals who submitted opt-  
27 outs during the class certification phase. Those members of the Class were excluded from the  
28 Settlement Notice distribution pursuant to their opt-out requests.

1 Motion for Attorneys’ Fees, Expenses, and Service Awards, Complaint, and other important court  
2 documents, as well as answers to frequently asked questions (“FAQs”). The website also included  
3 an Application Form for potential members of the Class to fill out if they believed they are members  
4 of the Class and did not receive notice of the proposed Settlement. The Email Notice is included as  
5 **Attachment 2.**

6 13. If the receiving email server could not deliver the message, a “bounce code” was  
7 returned along with the unique message identifier. For any Email Notice for which a bounce code  
8 was received, which indicated that the message was undeliverable for reasons such as an inactive or  
9 disabled account, the recipient’s mailbox was full, technical auto-replies, etc., at least two additional  
10 attempts were made to deliver the Notice by email. After completion of the initial Email Notice  
11 effort, 142,327 Email Notices were not deliverable

12 *Individual Notice – Postcard Notice*

13 14. On January 3, 2022, Epiq mailed 226,911 Postcard Notices via USPS first class mail  
14 to all identified members of the Class with an associated physical address for whom a valid email  
15 address was not available, or the email address was known to be undeliverable based on the prior  
16 class certification notice efforts for this Action. Subsequently, Epiq also sent 88,837 Postcard Notices  
17 via USPS first class mail to all identified members of the Class with an associated physical address  
18 for whom an Email Notice was not deliverable as part of the Email Notice campaign, which was  
19 completed on January 6, 2022. The Postcard Notice clearly and concisely summarized the case and  
20 the legal rights of the Class. The Postcard Notice also directed the recipients to the case website. The  
21 Postcard Notice is included as **Attachment 3.**

22 15. Prior to mailing, all mailing addresses were checked against the National Change of  
23 Address (“NCOA”) database maintained by the USPS.<sup>4</sup> Any addresses that were returned by the  
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25 \_\_\_\_\_  
26 <sup>4</sup> The NCOA database contains records of all permanent change of address submissions received by  
27 the USPS for the last four years. The USPS makes this data available to mailing firms and lists  
28 submitted to it are automatically updated with any reported move based on a comparison with the  
person’s name and known address.

1 NCOA database as invalid were updated through a third-party address search service. In addition,  
2 the addresses were certified via the Coding Accuracy Support System (“CASS”) to ensure the quality  
3 of the zip code, and verified through Delivery Point Validation (“DPV”) to verify the accuracy of the  
4 addresses. This address updating process is standard for the industry and for the majority of  
5 promotional mailings that occur today.

6 16. The return address on the Postcard Notice is a post office box that Epiq maintains for  
7 this case. The USPS automatically forwards Postcard Notices with an available forwarding address  
8 order that has not expired (“Postal Forwards”). For Postcard Notices returned as undeliverable, Epiq  
9 re-mailed the Postcard Notice to any new address available through USPS information (for example,  
10 to the address provided by the USPS on returned pieces if the forwarding order had expired, but was  
11 still within the time period in which the USPS returns the piece with a forwarding address indicated).  
12 As of March 16, 2022, Epiq has received a total of 43,216 undeliverable Postcard Notices (which  
13 includes any re-mailed Postcard Notices that were also returned as undeliverable). As of March 16,  
14 2022, Epiq has re-mailed 20,853 Postcard Notices where a forwarding address was provided or a  
15 better address was located with address research.

16 17. Additionally, the Long-form Notice was mailed via USPS first class mail to all persons  
17 who requested one via the toll-free telephone number. As of March 16, 2022, Epiq has mailed nine  
18 Long-form Notices via USPS first class mail as a result of such requests. The Long-form Notice is  
19 included as **Attachment 4**.

#### 20 *Notice Results*

21 18. As of March 16, 2022, an Email Notice or Postcard Notice was delivered to 3,188,688  
22 of the 3,264,540 unique, identified members of the Class to whom Epiq sent Notice, which is a  
23 deliverable rate of approximately 97.6%. As of March 16, 2022, an Email Notice or a Postcard Notice  
24 was delivered to 3,188,688 of the 3,391,470 identified potential members of the Class (accounting  
25 for the 126,930 records that did not contain any valid contact information), which means the Notice  
26 Plan reached approximately 94% of the identified Class.

1 *Application for Inclusion in the Class*

2 19. Individuals who did not receive Notice via email or mail from Epiq had the  
3 opportunity to submit an Application for Inclusion in the Settlement Class by March 4, 2022, if they  
4 believed they are a member of the Class. As of March 16, 2022, Epiq has received 12,444  
5 Applications for Inclusion in the Class (12,437 submitted via the case website and seven requests for  
6 inclusion submitted via written correspondence).

7 *Validation of Applications*

8 20. For all 12,444 Applications for Inclusion, Epiq compared the applicant's name,  
9 address, email address, and device serial number with the Class data provided by Apple. After  
10 review, Epiq determined that 12 Applications included a serial number that matched back to the Class  
11 data, were not submitted by a member of the Class already associated with that serial number in the  
12 Class data, and were thus valid and should be added to the Class. Of the remaining Applications, 193  
13 were submitted by members of the Class or by individuals with the same last name as a member of  
14 the Class already identified in the Class data (who will receive an automatic payment under the  
15 Settlement). Epiq confirmed that the remaining 12,239 Applications did not include serial numbers  
16 belonging to devices meeting the Class definition in the Class data.

17 21. The 12 valid Applications for Inclusion in the Class will be included in the calculation  
18 and distribution of Settlement payments.

19 *Case Website, Toll-free Telephone Number, and Postal Mailing Address*

20 22. On December 30, 2021, the existing website previously established for the class  
21 certification phase of this Action ([www.ReplacementDeviceLawsuit.com](http://www.ReplacementDeviceLawsuit.com)) was updated to reflect the  
22 Settlement. Members of the Class are able to obtain detailed information about the case and review  
23 key documents, including the Long-form Notice, Settlement Agreement, Preliminary Approval  
24 Motion and Order, Motion for Attorneys' Fees, Expenses, and Service Awards, Complaint, and other  
25 important court documents, as well as answers to FAQs. The case website also includes information  
26 on how members of the Class could request exclusion from the Class or object to the Settlement.  
27 Additionally, the website included an Application Form that could be filled out to request to be  
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1 included in the Class and potentially receive a payment (all identified members of the Class will  
2 receive an automatic payment if the Settlement receives Final Approval). The case website address  
3 was displayed prominently on all notice documents. As of March 16, 2022, there have been 52,252  
4 unique visitor sessions to the case website and 91,376 website pages presented since it was updated  
5 on December 30, 2021, to reflect the Settlement.

6 23. On December 30, 2021, the existing toll-free telephone number (1-888-490-0557)  
7 previously established for the class certification phase of this Action was also updated to reflect the  
8 Settlement to allow members of the Class to call for additional information, listen to answers to FAQs,  
9 and request that a Long-form Notice be mailed to them. This automated phone system is available  
10 24 hours per day, 7 days per week. As of March 16, 2022, there were 520 calls to the toll-free  
11 telephone number representing 1,571 minutes of use since the information was updated on December  
12 30, 2021, to reflect the Settlement. The toll-free telephone number was displayed prominently on all  
13 notice documents as well.

14 24. A post office box for correspondence about the case was also established and is  
15 maintained, allowing members of the Class to contact the Settlement Administrator by mail with any  
16 specific requests or questions, including requests for exclusion.

#### 17 *Requests for Exclusion and Objections*

18 25. Members of the Class who received notice as part of the class certification notice  
19 efforts were previously provided with an opportunity to request exclusion from the Class. For the  
20 class certification phase of this Action, Epiq received 135 timely requests for exclusion. The Class  
21 Certification Request for Exclusion Report is included as **Attachment 5**.

22 26. Subsequently, the deadline to request exclusion from the Settlement or to object to the  
23 Settlement was March 4, 2022. Only members of the Class who did *not* receive notice previously as  
24 part of the class certification notice efforts for this Action, and therefore did *not* previously have an  
25 opportunity to request exclusion from the Class could submit a Request for Exclusion as part of the  
26 Settlement. As of March 16, 2022, Epiq has received 54 Requests for Exclusion from the Settlement.  
27 Of the 54 Requests for Exclusion received:



- 1 • 18 are timely requests from members of the Class who did *not* receive notice as  
2 part of the class certification notice efforts as detailed in the Settlement  
3 Agreement and notices sent to the members of the Class;
- 4 • 21 are invalid because the member of the Class who requested exclusion had  
5 been notified of their right to exclude themselves as part of the class certification  
6 notice efforts, so their deadline to request exclusion had lapsed (one of the 21  
7 invalid Requests for Exclusion was submitted by a person who had previously  
8 requested exclusion as part of the class certification phase); and
- 9 • 15 are invalid because each Request for Exclusion was submitted by an  
10 individual who could not be matched to a record in the data for the Class  
11 provided to Epiq.

12 27. As of March 17, 2022, I am aware of no objections to the Settlement. The Settlement  
13 Request for Exclusion Report for the 18 timely requests from members of the Class who did *not*  
14 receive notice as part of the class certification notice efforts is included as **Attachment 6**.

15 **PLAIN LANGUAGE NOTICE DESIGN**

16 28. The Long-form Notice (in English and Spanish) contains all of the information  
17 necessary to allow members of the Class to make informed decisions, includes all of the information  
18 required by Rule 23(c)(2)(B), and the notice describes the central elements of Plaintiffs' claims in  
19 plain, easily understood language. The Long-form Notice (in English and Spanish) states the Class  
20 definition and provides the following: a brief overview of the case, information regarding the option  
21 for any member of the Class to request exclusion and the procedure to do so, a statement that a  
22 judgment would be binding on members of the Class who do not request exclusion, and the right of  
23 any member who does not request exclusion to appear in the case through their own lawyer. The  
24 procedure for objecting to the Settlement is also explained, as well as the process for requesting an  
25 appearance at the Final Approval Hearing. The Long-form Notice (in English and Spanish) also  
26 clearly designates and provides contact information for the Settlement Administrator and Class  
27 Counsel.





1 A. “But when notice is a person’s due, process which is a mere gesture  
2 is not due process. The means employed must be such as one desirous  
3 of actually informing the absentee might reasonably adopt to  
accomplish it,” *Mullane v. Central Hanover Trust*, 339 U.S. 306, 315  
(1950).

4 B. “[N]otice must be reasonably calculated, under all the circumstances,  
5 to apprise interested parties of the pendency of the action and afford  
6 them an opportunity to present their objections,” *Eisen v. Carlisle &*  
*Jacquelin*, 417 U.S. 156 (1974) citing *Mullane*, 339 U.S. at 314.

7 33. The Notice Plan with individual notice sent via email or mailed via USPS first class  
8 reached approximately 94% of the identified members of the Class. Address updating and re-mailing  
9 protocols met or exceeded those used in other class action settlements. Notice was further enhanced  
10 by a case website. Many courts have accepted and understood that a 75 or 80 percent reach is more  
11 than adequate. In 2010, the Federal Judicial Center issued a Judges’ Class Action Notice and Claims  
12 Process Checklist and Plain Language Guide. This Guide states that, “the lynchpin in an objective  
13 determination of the adequacy of a proposed notice effort is whether all the notice efforts together  
14 will reach a high percentage of the class. It is reasonable to reach between 70–95%.”<sup>5</sup> Here, we have  
15 developed and implemented a Notice Plan that readily achieved a reach at the higher end of that  
16 standard.

17 34. The Notice Plan described above provided for the best notice practicable under the  
18 circumstances of this case, conformed to all aspects of Rule 23 and Constitutional Due Process, and  
19 comported with the guidance for effective notice set out in the Manual for Complex Litigation,  
20 Fourth, and FJC guidance, and met the requirements of due process, including its “desire to actually  
21 inform” requirement.

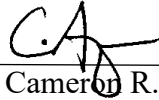
22 35. The Notice Plan schedule afforded sufficient time to provide full and proper notice to  
23 the Class before the request for exclusion and objection deadlines.

24 36. If requested by counsel for the parties, I will provide a supplemental declaration to the  
25

26  
27 <sup>5</sup> FED. JUDICIAL CTR, JUDGES’ CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND PLAIN  
28 LANGUAGE GUIDE 3 (2010), available at <https://www.fjc.gov/content/judges-class-action-notice-and-claims-process-checklist-and-plain-language-guide-0>.

1 Court prior to the Fairness Hearing, which will provide updated settlement administration statistics.

2 I declare under penalty of perjury that the foregoing is true and correct. Executed on March  
3 18, 2022, at Beaverton, Oregon.

4  
5 

6 \_\_\_\_\_  
Cameron R. Azari, Esq.

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# Attachment 1



### CAFA NOTICE IMPLEMENTATION

5. At the direction of counsel for the Defendants Apple Inc., AppleCare Service Company, Inc., and Apple CSC, Inc., 57 officials, which included the Attorney General of the United States and the Attorneys General of each of the 50 states, the District of Columbia and the United States Territories were identified to receive the CAFA notice.

6. Epiq maintains a list of these federal and state officials with contact information for the purpose of providing CAFA notice. Prior to mailing, the names and addresses selected from Epiq's list were verified, then run through the Coding Accuracy Support System ("CASS") maintained by the United States Postal Service ("USPS").<sup>1</sup>

7. On October 8, 2021, Epiq sent 57 CAFA Notice Packages ("Notice"). The Notice was mailed via USPS Certified Mail to 56 officials, including the Attorneys General of each of the 50 states, the District of Columbia and the United States Territories. The Notice was also sent via United Parcel Service ("UPS") to the Attorney General of the United States. The CAFA Notice Service List (USPS Certified Mail and UPS) is included as **Attachment 1**.

8. The materials sent to the federal and state officials included a cover letter, which provided notice of the proposed settlement of the above-captioned case. The cover letter is included as **Attachment 2**.

9. The cover letter was accompanied by a CD, which included the following:

- a. **Complaint:** The original class action complaint (together with its exhibits) and the amended complaint.
- b. **Notification to Class Members re: Exclusion Rights:** An Email Notice, Postcard Notice, and Detailed Notice advising class members of their right to exclude themselves from the class. These notices were provided to

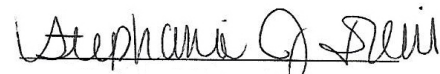
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<sup>1</sup> CASS improves the accuracy of carrier route, 5-digit ZIP®, ZIP + 4® and delivery point codes that appear on mail pieces. The USPS makes this system available to mailing firms who want to improve the accuracy of postal codes, i.e., 5-digit ZIP®, ZIP + 4®, delivery point (DPCs), and carrier route codes that appear on mail pieces.

many of the class members as part of a class notice program (the “Class Notice Program”) in June 2020 following the Court’s order granting class certification.

- c. **Notification to Class Members re: Settlement:** An Email Notice, Postcard Notice, and Detailed Notice advising class members of the proposed settlement. These notices advise class members who were not within the scope of the Class Notice Program of their right to exclude themselves from the settlement.
- d. **Class Action Settlement Agreement.**
- e. **Any Settlement or Other Agreements:** Plaintiffs’ Notice of Motion and Motion for Preliminary Approval of Class Action Settlement, and materials filed in support of that motion.
- f. **Estimate of Class Members:** Class Member Geographic Data Report.
- g. **Judicial Opinions Related to the Settlement:** The Court previously approved the Email Notice, Postcard Notice, and Detailed Notice that were disseminated to class members in June 2020 as part of the Class Notice Program following the Court’s order granting class certification. The Court’s order regarding those notices was included on the CD.

I declare under penalty of perjury that the foregoing is true and correct. Executed on October 8, 2021.

  
Stephanie J. Fiereck, Esq.

# **Attachment 1**



## CAFA Notice Service List

## USPS Certified Mail

Company	FullName	Address1	Address2	City	State	Zip
Office of the Attorney General	Treg Taylor	PO Box 110300		Juneau	AK	99811
Office of the Attorney General	Steve Marshall	501 Washington Ave		Montgomery	AL	36104
Office of the Attorney General	Leslie Carol Rutledge	323 Center St	Suite 200	Little Rock	AR	72201
Office of the Attorney General	Mark Brnovich	2005 N Central Ave		Phoenix	AZ	85004
Office of the Attorney General	CAFA Coordinator	Consumer Law Section	455 Golden Gate Ave Ste 11000	San Francisco	CA	94102
Office of the Attorney General	Phil Weiser	Ralph L Carr Colorado Judicial Center	1300 Broadway 10th Fl	Denver	CO	80203
Office of the Attorney General	William Tong	165 Capitol Ave		Hartford	CT	06106
Office of the Attorney General	Karl A. Racine	400 6th St NW		Washington	DC	20001
Office of the Attorney General	Kathy Jennings	Carvel State Office Bldg	820 N French St	Wilmington	DE	19801
Office of the Attorney General	Ashley Moody	State of Florida	The Capitol PL-01	Tallahassee	FL	32399
Office of the Attorney General	Chris Carr	40 Capitol Square SW		Atlanta	GA	30334
Department of the Attorney General	Clare E. Connors	425 Queen St		Honolulu	HI	96813
Iowa Attorney General	Thomas J Miller	1305 E Walnut St		Des Moines	IA	50319
Office of the Attorney General	Lawrence G Wasden	700 W Jefferson St Ste 210	PO Box 83720	Boise	ID	83720
Office of the Attorney General	Kwame Raoul	100 W Randolph St		Chicago	IL	60601
Indiana Attorney General's Office	Todd Rokita	Indiana Government Center South	302 W Washington St 5th Fl	Indianapolis	IN	46204
Office of the Attorney General	Derek Schmidt	120 SW 10th Ave 2nd Fl		Topeka	KS	66612
Office of the Attorney General	Daniel Cameron	700 Capitol Avenue	Suite 118	Frankfort	KY	40601
Office of the Attorney General	Jeff Landry	PO Box 94005		Baton Rouge	LA	70804
Office of the Attorney General	Maura Healey	1 Ashburton Pl		Boston	MA	02108
Office of the Attorney General	Brian E. Frosh	200 St Paul Pl		Baltimore	MD	21202
Office of the Attorney General	Aaron Frey	6 State House Station		Augusta	ME	04333
Department of Attorney General	Dana Nessel	PO Box 30212		Lansing	MI	48909
Office of the Attorney General	Keith Ellison	445 Minnesota St	Suite 1400	St Paul	MN	55101
Missouri Attorney General's Office	Eric Schmitt	207 West High Street	PO Box 899	Jefferson City	MO	65102
MS Attorney General's Office	Lynn Fitch	Walter Sillers Bldg	550 High St Ste 1200	Jackson	MS	39201
Office of the Attorney General	Austin Knudsen	215 N Sanders Third Floor	PO Box 201401	Helena	MT	59620
Attorney General's Office	Josh Stein	9001 Mail Service Ctr		Raleigh	NC	27699
Office of the Attorney General	Wayne Stenehjem	State Capitol	600 E Boulevard Ave Dept 125	Bismarck	ND	58505
Nebraska Attorney General	Doug Peterson	2115 State Capitol	PO Box 98920	Lincoln	NE	68509
Office of the Attorney General	John Formella	NH Department of Justice	33 Capitol St	Concord	NH	03301
Office of the Attorney General	Andrew J. Bruck	25 Market Street	PO Box 080	Trenton	NJ	08625
Office of the Attorney General	Hector Balderas	408 Galisteo St	Villagra Bldg	Santa Fe	NM	87501
Office of the Attorney General	Aaron Ford	100 N Carson St		Carson City	NV	89701
Office of the Attorney General	CAFA Coordinator	28 Liberty Street	15th Floor	New York	NY	10005
Office of the Attorney General	Dave Yost	30 East Broad Street	14th Floor	Columbus	OH	43215
Office of the Attorney General	John O'Connor	313 NE 21st St		Oklahoma City	OK	73105
Office of the Attorney General	Ellen F Rosenblum	Oregon Department of Justice	1162 Court St NE	Salem	OR	97301
Office of the Attorney General	Josh Shapiro	16th Fl Strawberry Square		Harrisburg	PA	17120
Office of the Attorney General	Peter F Neronha	150 S Main St		Providence	RI	02903
Office of the Attorney General	Alan Wilson	PO Box 11549		Columbia	SC	29211
Office of the Attorney General	Jason Ravnsborg	1302 E Hwy 14 Ste 1		Pierre	SD	57501
Office of the Attorney General	Herbert H. Slatery III	PO Box 20207		Nashville	TN	37202
Office of the Attorney General	Ken Paxton	300 W 15th St		Austin	TX	78701
Office of the Attorney General	Sean D. Reyes	PO Box 142320		Salt Lake City	UT	84114
Office of the Attorney General	Mark R. Herring	202 North Ninth Street		Richmond	VA	23219
Office of the Attorney General	TJ Donovan	109 State St		Montpelier	VT	05609
Office of the Attorney General	Bob Ferguson	800 Fifth Avenue	Suite 2000	Seattle	WA	98104
Office of the Attorney General	Josh Kaul	PO Box 7857		Madison	WI	53707
Office of the Attorney General	Patrick Morrisey	State Capitol Complex	Bldg 1 Room E 26	Charleston	WV	25305
Office of the Attorney General	Bridget Hill	109 State Capital		Cheyenne	WY	82002
Department of Legal Affairs	Fainu'ulei Falefatu Ala'ilima-Utu	Executive Office Building 3rd Floor	PO Box 7	Utulei	AS	96799
Attorney General Office of Guam	Leevin T Camacho	Administration Division	590 S Marine Corps Dr Ste 901	Tamuning	GU	96913
Office of the Attorney General	Edward Manibusan	Administration Bldg	PO Box 10007	Saipan	MP	96950
PR Department of Justice	Domingo Emanuelli Hernández	PO Box 9020192		San Juan	PR	00902
Department of Justice	Denise N. George	34-38 Kronprindsens Gade	GERS Bldg 2nd Fl	St Thomas	VI	00802

CAFA Notice Service List

UPS

Company	FullName	Address1	Address2	City	State	Zip
US Department of Justice	Merrick B. Garland	950 Pennsylvania Ave NW		Washington	DC	20530

# **Attachment 2**

**NOTICE ADMINISTRATOR**

HILSOFT NOTIFICATIONS  
10300 SW Allen Blvd  
Beaverton, OR 97005  
P 503-350-5800  
DL-CAFA@epiqglobal.com

October 8, 2021

**VIA UPS OR USPS CERTIFIED MAIL**

**Class Action Fairness Act – Notice to Federal and State Officials**

Dear Sir or Madam:

Pursuant to the Class Action Fairness Act of 2005 (“CAFA”), codified at 28 U.S.C. § 1715, please find enclosed information from Apple Inc., AppleCare Service Company, Inc., and Apple CSC, Inc. relating to the proposed settlement of a class action lawsuit.

- **Case:** *Maldonado v. Apple Inc. et al.*, Case No. 3:16-cv-04067-WHO.
- **Court:** United States District Court for the Northern District of California
- **Named Plaintiffs:** Vicky Maldonado and Justin Carter
- **Defendants:** Apple Inc., AppleCare Service Company, Inc., and Apple CSC, Inc.
- **Certified Class:** The certified class in this case consists of all persons in the United States who purchased AppleCare or AppleCare+, either directly or through the iPhone Upgrade Program, on or after July 20, 2012, and received a remanufactured replacement iPhone or iPad between July 20, 2012 and September 30, 2021 (inclusive of beginning and end dates).

Plaintiffs have alleged that Defendants (collectively, “Apple”) breached their AppleCare and AppleCare+ service contracts when providing replacement devices that included a small number of recovered parts. Plaintiffs brought claims for breach of contract and violation of federal and state laws. Apple denies any wrongdoing or liability, and denies that the named class members suffered any damages. Apple has agreed to settle this action solely in order to eliminate the burden, expense, and uncertainties of further litigation. On October 1, 2021, Plaintiffs filed a motion in the United States District Court for the Northern District of California (the “Court”) requesting preliminary approval of the settlement agreement.

In accordance with the requirements of 28 U.S.C. § 1715, please find copies of the following documents associated with this action on the enclosed CD:

1. **28 U.S.C. § 1715(b)(1) – Complaint:** The original class action complaint (together with its exhibits) and the amended complaint.
2. **28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearings:** A preliminary approval hearing is currently scheduled for November 3, 2021 at 2:00 p.m. via videoconference. The Court has not yet scheduled any final approval hearing or other judicial hearing concerning the settlement agreement.

**NOTICE ADMINISTRATOR**

HILSOFT NOTIFICATIONS

10300 SW Allen Blvd

Beaverton, OR 97005

P 503-350-5800

DL-CAFA@epiqglobal.com

3. **28 U.S.C. § 1715(b)(3)(A) – Notification to Class Members re: Exclusion Rights:** An Email Notice, Postcard Notice, and Detailed Notice advising class members of their right to exclude themselves from the class. These notices were provided to many of the class members as part of a class notice program (the “Class Notice Program”) in June 2020 following the Court’s order granting class certification.
4. **28 U.S.C. § 1715(b)(3)(B) – Notification to Class Members re: Settlement:** An Email Notice, Postcard Notice, and Detailed Notice advising class members of the proposed settlement. These notices advise class members who were not within the scope of the Class Notice Program of their right to exclude themselves from the settlement.
5. **28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement,** effective September 30, 2021.
6. **28 U.S.C. § 1715(b)(5) – Any Settlement or Other Agreements:** Plaintiffs’ Notice of Motion and Motion for Preliminary Approval of Class Action Settlement, and materials filed in support of that motion.
7. **28 U.S.C. § 1715(b)(6) – Final Judgment:** To date, the United States District Court for the Northern District of California has not issued a final order or judgment in the above-referenced action.
8. **28 U.S.C. § 1715(b)(7) – Estimate of Class Members:** Apple reasonably estimates that the class will consist of approximately 3.8 million members. Because Apple does not have complete data for all class members, and due to the size of the class, it is not feasible to ascertain the names of all class members who reside in each state and the proportionate share of the claims of such members to the entire settlement as contemplated by 28 U.S.C. § 1715(b)(7)(A). The enclosed CD instead includes a geographic analysis prepared pursuant to 28 U.S.C. § 1715(b)(7)(B). This analysis provides a reasonable estimate of the number of class members residing in each state and the estimated proportionate share of such members’ claims to the entire settlement, based on address data from the Class Notice Program.
9. **28 U.S.C. § 1715(b)(8) – Judicial Opinions Related to the Settlement:** The Court previously approved the Email Notice, Postcard Notice, and Detailed Notice that were disseminated to class members in June 2020 as part of the Class Notice Program following the Court’s order granting class certification. The Court’s order regarding those notices is included on the enclosed CD. There are no other current court orders on the matters addressed above.

If you have questions or concerns about this notice, the proposed settlement, or the enclosed materials, or if you did not receive any of the above-listed materials, please contact this office.

Very truly yours,

Notice Administrator

Enclosures

# Attachment 2

## Maldonado v Apple Settlement Notice

Maldonado v Apple Settlement <do\_not\_reply@replacementdevicelawsuit.com>

Mon 12/20/2021 9:42 AM

To: [REDACTED]

[Click here](#) to view this message in a browser window.

**If you purchased AppleCare Protection Plan or AppleCare+ for an iPhone or iPad, either directly or through the iPhone Upgrade Program, on or after July 20, 2012, and received a remanufactured replacement iPhone or iPad, a class action settlement may affect your rights.**

A settlement has been reached in a consumer rights lawsuit filed on behalf of Plaintiffs with Defendants: Apple Inc., AppleCare Service Company, Inc., and Apple CSC, Inc. ("Apple"). This Court-ordered notice may affect your rights. Please review and follow the instructions carefully.

The United States District Court for the Northern District of California authorized this notice. Before any money is paid, the Court will hold a hearing to decide whether to approve the settlement.

**Who is Included?** For settlement purposes, members of the Class include all individuals in the United States who, on or after July 20, 2012, and on or before September 30, 2021, (1) purchased AppleCare Protection Plan or AppleCare+ for an iPhone or iPad, either directly or through the iPhone Upgrade Program, and (2) received a remanufactured replacement device. If you are the recipient of this email notice, you may be a member of the Class.

**What is the lawsuit about?** The name of the lawsuit is *Maldonado v. Apple Inc., et al.*, and it is pending in the United States District Court for the Northern District of California (Case No. 3:16-cv-04067-WHO).

Plaintiffs' claims arise out of two extended service plans offered by Apple Inc.: AppleCare+ and its predecessor AppleCare Protection Plan ("AppleCare"). The terms and conditions for AppleCare provided that when a customer sought service for a covered iPhone or iPad due to a hardware defect or accidental damage, Apple Inc. would either repair the device or replace it with a device that was either "new or equivalent to new in performance and reliability." One of the types of replacements customers can receive is a remanufactured iPhone or iPad. Plaintiffs allege that remanufactured devices are not "equivalent to new in performance and reliability." Defendants deny the allegations in the lawsuit, and the Court has not decided whether Defendants did anything wrong.

**Who represents the Class?** The Court has appointed the law firm Hagens Berman Sobol Shapiro LLP to represent the Class ("Class Counsel"). If you are a member of the Class, Class Counsel is representing your interests in the lawsuit. You don't have to pay Class Counsel to participate. You may hire your own lawyer to appear in Court for you, but if you do, you have to pay for that lawyer.

**What does the settlement provide?** Under the terms of the Settlement Agreement, Defendants will pay a total of \$95,000,000 to resolve all settlement Class claims against them and their affiliates. No money will be distributed yet.

A portion of the Settlement Proceeds has been and will be used by the Settlement Administrator for notice and administration costs. Additionally, Class Counsel will request that the Court award attorneys' fees and permit the reimbursement of certain litigation costs and expenses. The request will be filed at least fourteen days before the deadline to object to the settlement and posted on the website ReplacementDeviceLawsuit.com. Class Counsel will seek attorneys' fees of no more than 30% of the Settlement Fund, and the total amount of costs sought will be no more than \$1,500,000. Class Counsel will also request service awards of up to \$12,500 for one Class Representative and up to \$15,000 for the other. All Settlement Funds that remain after payment of the Court-ordered attorneys' fees, costs, and litigation expenses will be distributed on a *pro rata* basis at the conclusion of the lawsuit or as ordered by the Court.

**What are your options?** If you want to be included in the Class, you do not need to do anything, and you will be bound by the settlement. If you are receiving a notice for the first time (because you received a remanufactured replacement iPad or iPhone between October



1, 2019, and September 30, 2021) and do not want to participate in the settlement or want to keep any right you may have to sue Defendants on your own over the claims in this lawsuit, you need to exclude yourself (“opt out”). If you exclude yourself, you cannot get money from this settlement. Your request to opt out must be submitted by **March 4, 2022**. If you want to object to the settlement and ask the Court not to approve it, your objection must be submitted by **March 4, 2022**. If you previously received notice (because you received a remanufactured replacement iPhone or iPad between July 20, 2012, and September 30, 2019), your deadline to exclude yourself has expired and you are part of the Class. Go to [ReplacementDeviceLawsuit.com](https://ReplacementDeviceLawsuit.com) for more information on how to opt out or object.

**Where to get more information?** This notice is only a summary. For more information on this settlement, please visit [ReplacementDeviceLawsuit.com](https://ReplacementDeviceLawsuit.com) or call (888) 490-0557. Please do not contact Apple, Apple’s attorneys, the Clerk of the Court, or the Court.

AF199\_v05

Copyright © 2021 Maldonado v. Apple Administrator  
Our address is P.O. Box 6659, Portland, OR 97228-6659, United States

If you do not wish to receive future email, [click here](#).  
(You can also send your request to **Customer Care** at the street address above.)

# Attachment 3

**If you purchased AppleCare Protection Plan or AppleCare+ for an iPhone or iPad, either directly or through the iPhone Upgrade Program, on or after July 20, 2012, and received a remanufactured replacement iPhone or iPad, a class action settlement may affect your rights.**

[REDACTED]

[REDACTED]

A settlement has been reached in a consumer rights lawsuit filed on behalf of Plaintiffs and Defendants Apple Inc., AppleCare Service Company, Inc., and Apple CSC, Inc. (“Apple”). This Court-ordered notice may affect your rights. Please review and follow the instructions carefully.

The United States District Court for the Northern District of California authorized this notice. Before any money is paid, the Court will hold a hearing to decide whether to approve the settlement.

**Who is included?** Members of the Class include all individuals in the United States who, on or after July 20, 2012, and on or before September 30, 2021, (1) purchased AppleCare Protection Plan or AppleCare+ for an iPhone or iPad, either directly or through the iPhone Upgrade Program, and (2) received a remanufactured replacement device. If you are the recipient of this Postcard Notice, you may be a member of the Class.

**What is the lawsuit about?** The name of the lawsuit is *Maldonado v. Apple Inc. et al.*, and it is pending in the United States District Court for the Northern District of California (Case No. 3:16-cv-04067-WHO).

Plaintiffs’ claims arise out of two extended service plans offered by Apple: AppleCare+ and its predecessor AppleCare Protection Plan (“AppleCare”). The terms and conditions for AppleCare provided that when a customer sought service for a covered iPhone or iPad due to a hardware defect or accidental damage, Apple would either repair the device or replace it with a device that was “new or equivalent to new in performance and reliability.” One of the types of replacements customers can receive is a remanufactured iPhone or iPad. Plaintiffs allege that remanufactured devices are not “equivalent to new in performance and reliability.” Defendants deny the allegations in the lawsuit, and the Court has not decided whether Defendants did anything wrong.

**Who represents the Class?** The Court has appointed the law firm Hagens Berman Sobol Shapiro LLP to represent the Class (“Class Counsel”). If you are a member of the Class, Class Counsel is representing your interests in the lawsuit. You don’t have to pay Class Counsel to participate. You may hire your own lawyer to appear in Court for you, but if you do, you have to pay for that lawyer.

**What does the settlement provide?** Under the terms of the Settlement Agreement, Defendants will pay a total of \$95,000,000 to resolve all Class claims against them and their affiliates (the “Settlement Fund”). No money will be distributed yet.

A portion of the Settlement Fund has been and will be used by the Settlement Administrator for notice and administration costs. Additionally, Class Counsel will request that the Court award attorneys’ fees and permit the reimbursement of certain litigation costs and expenses. The request will be filed at least fourteen days before the deadline to object to the settlement and posted on the website at [ReplacementDeviceLawsuit.com](http://ReplacementDeviceLawsuit.com). Class Counsel will seek attorneys’ fees of no more than 30% of the Settlement Fund, and the total amount of costs sought will be no more than \$1,500,000. Class Counsel will also request service awards of up to \$12,500 for one Class Representative and up to \$15,000 for the other. All settlement funds that remain after payment of the Court-ordered attorneys’ fees, costs, and litigation expenses will be distributed on a pro rata basis at the conclusion of the lawsuit or as ordered by the Court.

**What are your options?** If you want to be included in the Class, you do not need to do anything and will be bound by the settlement. If you are receiving notice for the first time (because you received a remanufactured replacement iPad or iPhone between October 1, 2019, and September 30, 2021) and do not want to participate in the settlement or want to keep any right you may have to sue Defendants on your own over the claims in this lawsuit, you need to exclude yourself (“opt out”). If you exclude yourself, you cannot get money from the settlement. Your request to opt out must be received by **March 4, 2022**. If you previously received notice (because you received a remanufactured replacement iPhone or iPad between July 20, 2012, and September 30, 2019), your deadline to exclude yourself has expired, and you are part of the Class. If you want to object to the settlement and ask the Court not to approve it, your objection must be submitted by **March 4, 2022**. Go to [ReplacementDeviceLawsuit.com](http://ReplacementDeviceLawsuit.com) for more information on how to opt out or object.

**Where to get more information?** This notice is only a summary. For more information on this settlement, please visit [ReplacementDeviceLawsuit.com](http://ReplacementDeviceLawsuit.com) or call (888) 490-0557. Please do not contact Apple, Apple’s attorneys, the Clerk of the Court, or the Court.

# Attachment 4

Maldonado v. Apple  
P.O. Box 6659  
Portland, OR 97228-6659



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**If you purchased AppleCare Protection Plan or AppleCare+ for an iPhone or iPad either directly or through the iPhone Upgrade Program on or after July 20, 2012, and received a remanufactured replacement iPhone or iPad, you could be included in a class action lawsuit settlement.**

*The United States District Court for the Northern District of California ordered this notice. This is not an advertisement or solicitation from a lawyer. You are not being sued.*

- A lawsuit is pending in the United States District Court for the Northern District of California (the “Court”) against Apple Inc., AppleCare Service Company Inc., and Apple CSC Inc. (collectively, “Defendants”). Plaintiffs’ claims arise out of two extended service plans offered by Apple Inc.: AppleCare+ and its predecessor, AppleCare Protection Plan.
- The terms and conditions for AppleCare Protection Plan and AppleCare+ provided that when a customer sought service for a covered iPhone or iPad due to a hardware defect or accidental damage, Apple Inc. would either repair the device or replace it with a device that was either “new or equivalent to new in performance and reliability.”
- One of the types of replacements customers can receive under AppleCare Protection Plan and AppleCare+ is a remanufactured iPhone or iPad. Plaintiffs allege that remanufactured devices are not “equivalent to new in performance and reliability” and assert claims against Defendants for breach of contract, breach of warranty, and alleged violations of California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200.
- On September 17, 2019, the Court certified a class for purposes of litigating the merits of the case.
- Plaintiffs reached a Settlement with Defendants, and the parties have memorialized that Settlement in a Settlement Agreement dated September 30, 2021.
- Defendants deny any wrongdoing, and the Court did not decide whether Defendants did anything wrong. If the case had proceeded, Plaintiffs would have been required to prove their claims against Defendants at a trial.
- Your legal rights are affected whether you act or don’t act. These rights and options—and the deadlines to exercise them—are explained in this notice. **Please read this notice carefully.**

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>ASK TO BE EXCLUDED</b>	<p><b>Get out of this Settlement. Get no benefits from it.</b></p> <p>If you are receiving notice for the first time (because you received a remanufactured replacement iPad or iPhone between October 1, 2019, and September 30, 2021), you may request to be excluded from the Settlement. To do this, you must submit a valid request for exclusion to remove yourself from the Settlement by <b>March 4, 2022</b>.</p> <p>If you ask to be excluded, you will not receive any money from the Settlement but you will keep any right to sue Defendants separately about the claims in this lawsuit. This is the only option that allows you to retain your right to sue Defendants for claims that would otherwise be released by a judgment in the lawsuit, whether that judgment is favorable to the Class or not.</p> <p>If you received a remanufactured replacement iPhone or iPad between July 20, 2012, and September 30, 2019, the deadline to request exclusion has expired and you are part of the Class (unless you previously submitted a timely and valid request for exclusion).</p>
<b>OBJECT</b>	<p>If you are a Class Member, you may write to the Court about why you don’t like the Settlement with the Defendants. Objections must be received by <b>March 4, 2022</b>.</p>
<b>ATTEND THE FINAL FAIRNESS HEARING</b>	<p>You may request to speak in Court about the fairness of the Settlement.</p>
<b>DO NOTHING</b>	<p>If you are a Class Member and you do nothing regarding the Settlement, you will remain part of the Settlement and you may participate in any monetary distribution. The Settlement will resolve your claims against Defendants, and you will give up your rights to sue Defendants about the Released Claims (as defined in the Settlement Agreement). You will be bound by the judgment.</p>

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**BASIC INFORMATION ABOUT THE LAWSUIT**

**1. What is the lawsuit about?**

The name of the lawsuit is *Maldonado et al. v. Apple Inc. et al.*, and it is pending in the United States District Court for the Northern District of California (Case No. 3:16-cv-04067-WHO). Plaintiffs’ claims arise out of two extended service plans offered by Apple Inc.: AppleCare+ and its predecessor, AppleCare Protection Plan.

The terms and conditions for AppleCare Protection Plan and AppleCare+ provided that when a customer sought service for a covered iPhone or iPad due to a hardware defect or accidental damage, Apple Inc. would either repair the device or replace it with a device that was “new or equivalent to new in performance and reliability.” One of the types of replacements customers can receive under AppleCare Protection Plan and AppleCare+ is a remanufactured iPhone or iPad. Plaintiffs allege that remanufactured devices are not “equivalent to new in



performance and reliability” and assert claims against Defendants for breach of contract, alleged violations of the Magnusson-Moss Warranty Act and Song-Beverly Consumer Warranty Act, and alleged violations of California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200.

You can read the operative Complaint at ReplacementDeviceLawsuit.com.

**2. What is Defendants’ response?**

Defendants deny that they did anything wrong. The Court has not found that Defendants engaged in any wrongdoing. Defendants’ answer to the operative Complaint is available at ReplacementDeviceLawsuit.com.

**3. What is a class action, and who is involved?**

In a class action lawsuit, one or more people called the “plaintiffs” sue on behalf of other people who have similar claims, called the “class members.” In certifying a class, the court appoints the plaintiffs to serve as “class representatives.” For the purposes of a class action lawsuit, one court will resolve the issues for all class members, except for those people who properly exclude themselves from the lawsuit, as described in Question 12 below.

**4. Why is there a settlement?**

The Court did not decide in favor of Plaintiffs or Defendants. Plaintiffs believe they may have won at trial and possibly obtained a greater recovery. Defendants believe the Plaintiffs would not have won at a trial and that Plaintiffs would have recovered nothing against them. Litigation involves risks to both sides, and Plaintiffs and Defendants have agreed to the Settlement. The Settlement requires Defendants to pay money (as set forth in the Settlement Agreement). Plaintiffs and their attorneys believe the Settlement is in the best interest of all Class Members.

## WHO IS IN THE CLASS

**5. Am I part of the Class?**

The Court has decided you are a member of the Class if you purchased AppleCare or AppleCare+ either directly or through the iPhone Upgrade Program on or after July 20, 2012, and received a remanufactured replacement Device on or before September 30, 2021, unless you submit a valid and timely request to be excluded.

**6. Are there exceptions to being included in the Class?**

Yes. The Class excludes Class Counsel; any employees of Class Counsel; any officers, directors, or employees of Defendants’ or Defendants’ counsel; and the judge presiding over this case (as well as members of his or her immediate family and staff). The Class also excludes anyone who submitted a valid and timely request to be excluded (see Question 12 below).

**7. I’m still not sure if I’m included. What do I do?**

If you are still not sure whether you are included in the Settlement, you can get free help by calling or writing to the lawyer in this case at the phone number or address listed in Section 16 below.

## THE BENEFITS OF THE SETTLEMENT AGREEMENT WITH DEFENDANTS

**8. What does the Settlement provide?**

If the Settlement is approved, Apple will pay \$95,000,000. This Settlement would resolve all Class Members’ claims against the Defendants for the Released Claims (as defined in the Settlement Agreement).

**9. What is the Settlement Fund being used for?**

No money will be distributed yet. A portion of the Settlement Proceeds has been and will be used by the Settlement Administrator for notice and administration costs. Additionally, Class Counsel may request that the Court award attorney’s fees and permit the reimbursement of certain litigation costs and expenses. If such request is made at this time, it will be filed at least fourteen days before the objection deadline and posted on the Settlement Website, ReplacementDeviceLawsuit.com, at that time. Class Counsel will not seek more than 30% of the Settlement Fund as attorney’s fees, or \$28.5 million. Class Counsel will request service awards of up to \$12,500 for one

Class Representative and up to \$15,000 for the other. All Settlement funds that remain after payment of the Court-ordered attorney's fees, costs, and litigation expenses will be distributed to Class Members on a pro rata basis, based on the number of devices within the Class for each Class Member, as ordered by the Court.

## HOW YOU CAN GET A PAYMENT

### 10. How do I get a payment from the Settlement?

If you a Class Member and you stay in the Class, a payment will be sent to you automatically. You do not need to take any further action.

## YOUR RIGHTS AND OPTIONS

**If you were not within the scope of the prior notice program, you must decide whether to stay in the Class or ask to be excluded on or before March 4, 2022.**

### 11. How do I stay in the Class?

You do not have to do anything to stay in the Class. By doing nothing, you will get your share of the Settlement as outlined above. By staying in the Class, you give up your right to sue or continue to sue Defendants as part of any other lawsuit about the same legal claims in this lawsuit. By staying in the Class, you will also be legally bound by all of the orders the Court issues and the judgment the Court makes in this lawsuit.

### 12. How do I exclude myself from the Class?

If you did not previously receive notice (because you received a remanufactured replacement iPad or iPhone between October 1, 2019, and September 30, 2021) and you do not want to be a member of the Class, you can exclude yourself from (or "opt out" of) the Class by following the prompts at [ReplacementDeviceLawsuit.com](http://ReplacementDeviceLawsuit.com).

You can also opt out by mailing a letter to the Settlement Administrator. The exclusion letter must include

- a) your full name, address, and email;
- b) the name and number of this case (*Maldonado et al. v. Apple Inc. et al.*, Case No. 3:16-cv-04067-WHO); and
- c) a clear statement that you want to be excluded from the Class.

The exclusion letter must be signed and dated, and received by March 4, 2022. You must mail your exclusion letter to the following address:

*Maldonado et al. v. Apple Inc. et al.*  
P.O. Box 6659  
Portland, OR 97228-6659

If you previously received a notice when the Class was certified (because you received a remanufactured replacement iPhone or iPad between July 20, 2012, and September 30, 2019), you were already given the opportunity to exclude yourself and that deadline has expired. If you fall within the Certified Class definition, you are part of the Class.

### 13. What happens if I exclude myself from the Class?

If you exclude yourself from the Class, you won't get any money or benefits from the Settlement Fund. By excluding yourself, however, you will retain any right you may have to sue Defendants about the same claims alleged in this lawsuit at your own expense.

## OBJECTING TO THE SETTLEMENT

### 14. How do I tell the Court that I don't like the Settlement?

If you are a member of the Class and have not excluded yourself from the Settlement, you can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must state in writing that you object to the Settlement with Defendants and the reasons why you object to the Settlement. Be sure to include your full name, current mailing address, and email address. Your objection must be signed. If you file a timely written objection, you may, but are not required to, appear at the Final Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Maldonado et al. v. Apple Inc. et al.*, Case No. 3:16-cv-04067-WHO); (b) be submitted to the Court, either by mailing them to Office of the Clerk, United States District Court, 450 Golden Gate Avenue, San Francisco, CA 94102, or by filing them in person at any location of the United States District Court for the Northern District of California; and (c) be postmarked or filed on or before March 4, 2022.

#### 15. What is the difference between excluding myself and objecting?

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you do not exclude yourself from the Class. Excluding yourself is telling the Court that you do not want to be part of the Class or the lawsuit. If you exclude yourself, you have no standing to object because the Settlement no longer affects you.

### THE LAWYERS REPRESENTING YOU

#### 16. As a Class Member, who represents me in this case?

The Court has appointed Plaintiffs Justin Carter and Vicky Maldonado as Class Representatives and the following lawyer to represent you and other Class Members:

Steve W. Berman  
HAGENS BERMAN SOBOL SHAPIRO LLP  
1301 Second Avenue, Suite 2000  
Seattle, WA 98101

This lawyer is called “Class Counsel.” You may contact Class Counsel by writing to the address above, sending an email to [AppleCare@HBSSLaw.com](mailto:AppleCare@HBSSLaw.com), or calling (206) 623-7292.

#### 17. How will the lawyers be compensated? Will the Class Representatives receive any money?

At the Final Fairness Hearing or at a later date, Class Counsel will ask the Court for attorney’s fees not to exceed 30% of the Settlement Funds based on their services in this litigation. They may ask to be reimbursed for up to \$1,500,000 in current and ongoing litigation expenses, and for service awards of up to \$12,500 for one Class Representative and up to \$15,000 for the other. Any payment to the attorney will be subject to Court approval, and the Court may award less than the requested amount. The attorney’s fees, costs, and expenses that the Court orders, plus the costs to administer the Settlement, will come out of the Settlement Fund. When Class Counsel’s motion for fees, costs, and litigation expenses is filed, a copy will be available at [ReplacementDeviceLawsuit.com](http://ReplacementDeviceLawsuit.com). The motion will be posted on the Settlement Website at least 14 days before the deadline for objecting, commenting on, or excluding yourself from the Settlement. You will have an opportunity to comment on this request.

#### 18. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf, but if you want your own lawyer, you will have to pay that lawyer. If you hire your own lawyer, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

### THE COURT’S FINAL FAIRNESS HEARING

#### 19. When and where will the Court decide on whether to approve the Settlement?

The Court will hold a hearing to decide whether to approve the Settlement (the “Final Fairness Hearing”). You may attend and you may ask to speak, but you don’t have to. The Court will hold the Final Fairness Hearing on **April 27, 2022, at 2:00 p.m.**, at the United States District Court for the Northern District of California, Courtroom 2 – Floor 17, 450 Golden Gate Avenue, San Francisco, CA 94102 (or on another date as may be posted on the Court’s public website). At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. You may attend, and you may speak if you make

a request as instructed in Question 21, but you don't have to. The Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. Pursuant to any applicable orders relating to the COVID-19 emergency or otherwise, the Final Fairness Hearing may take place remotely, including via telephone or video conference. The Court may also move the Final Fairness Hearing to a later date without providing additional notice to the Class. Updates will be posted to the Settlement Website regarding any changes to the hearing date or conduct of the Final Fairness Hearing.

**20. Do I have to come to the hearing?**

You do not need to attend the hearing. Class Counsel will answer any questions the Court may have. If you send an objection, you do not have to come to court to talk about it. As long as you mail your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary. You or your own lawyer are welcome to come at your own expense.

**21. May I speak at the hearing?**

You may ask to speak at the Final Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Maldonado et al. v. Apple Inc. et al.*" Be sure to include your name, current mailing address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked by March 4, 2022, and it must be sent to the Clerk of the Court and Class Counsel. The address for the Clerk of the Court is Office of the Clerk, United States District Court, 450 Golden Gate Avenue, San Francisco, CA 94102. The address for Class Counsel is provided in Question 16 above. You cannot ask to speak at the hearing if you exclude yourself from the Class.

**GETTING MORE INFORMATION**

**22. How do I get more information?**

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement, available at [ReplacementDeviceLawsuit.com](http://ReplacementDeviceLawsuit.com), by contacting Class Counsel, listed above; by accessing the Court docket in this case for a fee through the Court's Public Access to Court Electronic Records (PACER) system at [ecf.cand.USCourts.gov](http://ecf.cand.USCourts.gov); or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, San Francisco Courthouse, Courtroom 2 - 17th Floor, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m. Monday through Friday, excluding Court holidays.

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

# Attachment 5



Opt Out Count	First Name	Middle Name	Last Name	Business Name	Representative Name
1	Joseph		Floro		
2	Matt		Marks		
3	Celeste		Marks		
4	Corinne		Satterfield		
5	Robert	L	Evola		
6	Richard		Kirk		
7	Khine		Williams		
8	Nicholas		Sivo		
9	Edward		Cho		
10	Nv		Ga		
11	Sharon	A	Stubblebine		
12	Rebecca	H	Watkins Colantonio		
13	Joanne		Angel		
14	Colin		Black		
15	Brett		Parker		
16	Robert		Horen		
17	Besnik		Gjoka		
18	Ivalina		Chervenkova		
19	Joel	S	Elson		
20	Patricia	A	Macha		
21	Linda		Mitchell		
22	Milton	A	Carlson		
23	Nathan	W	Grubb		
24	Elizabeth		Guerra		
25	John		Queeny		
26	Erik	T	Potter		
27	Susan	J	Mardos		
28	Liz		Rab		
29	Gilbert		Peck		
30	Joan	M	Eident		
31	James	H	Thessin		
32				Nevada Trucking Association	Paul J. Enos
33	Darius		Gilder		
34	Viktor		Hristov		
35	Amanda	M	Bowers		
36	John	C	Taylor		
37	Vlad		Karpinsky		
38	Brenden		Konnagan		
39	Zoe	M	de Lellis		
40	Eduardo		Cisneros		
41	Daniel	j	Kocher		
42	Cuauhtemoc		Hernandez		
43	Carl	A	McKinney		
44	Tracey		McCarter		
45	Henry		Hu		

46	Carl	L	Zimmerman		
47	Stavros		Filargyropoulos		
48	Garrett		Prehatney		
49	Shlomo		Rosenberg		
50	Jordan		McShane		
51	Bruno		Pinotti		
52	Derek		Stutsman		
53	Ed	A	Alexander		
54	Joe		Fritts		
55	Gary	H	Hsueh		
56	Brian		Goodman		
57	Shira		Goodman		
58	Erik		Brown		
59	Damian		Raszewski		
60	Jeremy		Abbott		
61	Jared		Ewing		
62	john	S	Buckley		
63	Victoria		Raschke		
64	steve		peskin		
65	Janet		Brandt		
66	James	V	Williams		
67	Mark	E	Huber		
68	Leslie	Q	Brown		
69	Paul	C	Hixson		
70	Lisa	K	Timm		
71	Kelly	M	Dakin		
72	Gary	B	Strong		
73	Kyros		Porres		
74	Arthur		Prelle		
75	George		Cheuk		
76	Jason	R	Schneider		
77	Xavier		Quinones		
78	Peaches		Hood		
79	Josiah		Lewis		
80	David		DeLaune		
81	Ivette		Perez		
82	Samuel	E	Davies		
83	Whitney		Westerfield		
84	Josselin		Guichard		
85	Martin		Kuffel		
86	Denecia		Watkins		
87	Jason	P	Lecht		
88	Nelly	R	Unger		
89	Andrew		Liu		
90	Aykut		Zidanoglu		
91	Lief		Fox		
92	Christopher		Book		
93	Erik		Allen		

94	Russ		Hatcher		
95	Ed		Kozerka		
96	Dustin		Reischman		
97	Andrew		Law		
98	Abhishek		Bachhan		
99	Alan	R	Schwartz		
100	Timothy	C	Tyson		
101	Ryan		Stavely		
102	David		Hull		
103	Lucien		Dupont		
104	Troy		Gaul		
105	Sachin		Prakash		
106	Sebastian		Lofaro		
107	Jungwan		Uhm		
108				Cavell Inc	John White
109	Shawn		Takatsu		
110	Andrew	N	Feaster		
111	Paola	L	Yanez		
112	Gary		Massey		
113	Corena		Nunez		
114	Andrew	W	Greenman		
115	Michael	J	Oria		
116	Jeremiah	J	Schwartz		
117	MARIA		MOREIRA		
118	OMAR		AGUIRRE		
119	Emily		Mueller		
120	Dan		Lewis		
121	Albert	K	Brigoli		
122	Wesley	A	Templeton		
123	Akos		Kokai		
124	Jeremy		Goetzinger		
125	Steven		Palmen		
126	Africa		Piury Marassi		
127	Sally		Dewan		
128	Ann		Vrabel		
129	Joseph		Olschewski		
130	Herbert	H	Chau		
131	Stiljan		Nika		
132	Fook Mun		Lam		
133	Jon	N	Hohol		
134	konstantinos		kokkinos		
135	Christi		Ellwanger		



# Attachment 6



Opt Out Count	First Name	Middle Name	Last Name
1	Cynthia		Williams
2	Kathleen		Yeaton
3	Marvin		Kirsner
4	Christian		Dulu
5	Jaime		Burns-France
6	Julia		Karakozoff
7	Alexandra		Walker
8	Matthew		Marks
9	Kathleen		Miller
10	Monica		Garcia
11	Lauren	B	Pena
12	Bruce		Harrington
13	Arni		Sumarlidason
14	Thomas		Reyes
15	Craig		Alvarez
16	Patricia		Kerr
17	Saylee		Parab
18	Jayson	J	Estrada

1 Steve W. Berman (*pro hac vice*)  
HAGENS BERMAN SOBOL SHAPIRO LLP  
2 1301 Second Avenue, Suite 2000  
Seattle, WA 98101  
3 Telephone: (206) 623-7292  
Facsimile: (206) 623-0594  
4 Email: steve@hbsslaw.com

5 Robert B. Carey (*pro hac vice*)  
Michella A. Kras (*pro hac vice*)  
6 HAGENS BERMAN SOBOL SHAPIRO LLP  
11 West Jefferson, Suite 1000  
7 Phoenix, AZ 85003  
Telephone: (602) 840-5900  
8 Facsimile: (602) 840-3012  
Email: rob@hbsslaw.com  
9 Email: michellak@hbsslaw.com

10 *Attorneys for Plaintiffs*

11 UNITED STATES DISTRICT COURT  
12 NORTHERN DISTRICT OF CALIFORNIA  
13 SAN FRANCISCO DIVISION

14 VICKY MALDONADO AND JUSTIN CARTER,  
15 individually and on behalf of themselves and all  
16 others similarly situated,

17 Plaintiffs,

18 v.

19 APPLE INC., APPECARE SERVICE  
20 COMPANY, INC., AND APPLE CSC, INC.,

21 Defendants.  
22  
23  
24  
25  
26  
27  
28

No. 3:16-cv-04067-WHO

Related Case:  
*English v. Apple Inc. et al.*  
Case No. 3:14-cv-01619-WHO

[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT AND AWARD OF FEES  
AND COSTS

Judge: Hon. William H. Orrick  
Courtroom: 2, 17th Floor  
Complaint Filed: July 20, 2016

1 This matter comes before the Court to determine whether to approve Plaintiffs Vicky  
2 Maldonado and Justin Carter’s settlement with Defendants Apple Inc., AppleCare Service  
3 Company, Inc., and Apple CSC, Inc. and Plaintiffs’ Plan of Allocation. The Court, having  
4 reviewed Plaintiffs’ Motion for Final Approval of Settlement (“Motion”), Plaintiffs’ Motion for  
5 Attorneys’ Fees, Costs, and Class Representative Incentive Awards, the Settlement Agreement, the  
6 pleadings and other papers on file in this action, and the statements of counsel and the parties,  
7 including at the Fairness Hearing, hereby finds that the Settlement and Plan of Allocation should be  
8 approved. Accordingly, the Court enters this Order of Final Approval.

9 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

10 1. The Court has jurisdiction over the subject matter of this litigation, and all actions  
11 within this litigation (collectively, the “Action”) and over the parties to the Settlement Agreement,  
12 including all members of the Certified Class and Defendants.

13 2. For purposes of this Order, except as otherwise set forth herein, the Court  
14 incorporates the definitions contained in the Settlement Agreement. Berman Final App. Decl., Ex.  
15 A, Settlement Agreement (ECF No. 321-1). The Court hereby finally approves and confirms the  
16 settlement set forth in the Settlement Agreement, and finds that said settlement is fair, reasonable,  
17 and adequate to the Settlement Class under Rule 23 of the Federal Rules of Civil Procedure.

18 3. The following “Certified Class” was previously certified pursuant to Rule 23 of the  
19 Federal Rules of Civil Procedure:

20 All individuals who purchased AppleCare or AppleCare+, either directly or through  
21 the iPhone Upgrade Program, on or after July 20, 2012, and received a  
remanufactured replacement Device.

22 4. The Class period cutoff date is September 30, 2021.

23 5. Pursuant to Federal Rule of Civil Procedure 23(g), the Court previously appointed  
24 Hagens Berman Sobol Shapiro, LLP as Class Counsel, and the named Plaintiffs, Vicky Maldonado  
25 and Justin Carter, as the Class Representatives on behalf of the Certified Class.

26 6. Plaintiffs’ notice of the Class Settlement to the Certified Class was the best notice  
27 practicable under the circumstances. The notice satisfied due process and provided adequate  
28

1 information to the Certified Class of all matters relating to the Class Settlement, and fully satisfied  
2 the requirements of Federal Rules of Civil Procedure 23(c)(2) and (e)(1).

3 7. 153 members of the Certified Class timely and validly requested exclusion from the  
4 Certified Class, and are excluded from those Certified Class identified. These persons are reflected  
5 in the attached Exhibit A to this order. Such persons are not included in or bound by this Order as it  
6 relates to the specific settlement for which they opted-out. Such persons are not entitled to any  
7 recovery of the settlement proceeds obtained through the Class Settlement.

8 8. No valid objections were filed regarding the Class Settlement.

9 9. The Court finds that Plaintiffs' proposed Plan of Allocation, proposing to pay  
10 Settlement Class members an equal amount per remanufactured replacement device they received,  
11 is fair, reasonable, and adequate. *Noll v. eBay, Inc.*, 309 F.R.D. 593, 601, 607 (N.D. Cal. 2015).  
12 The Plan of Allocation does not unfairly favor any Class member, or group of Class members, to  
13 the detriment of others.

14 10. The Court awards to Class Counsel:

- 15 a. Costs in the amount of \$ \_\_\_\_\_; and
- 16 b. Attorneys' Fees in the amount of \$ \_\_\_\_\_.

17 11. The Court awards to Class Representatives:

- 18 a. An incentive award to Vicky Maldonado in the amount of \$ \_\_\_\_\_; and
- 19 b. An incentive award to Justin Carter in the amount of \$ \_\_\_\_\_.

20 12. Without affecting the finality of this Order in any way, this Court hereby retains  
21 continuing jurisdiction over:

- 22 a. implementation of this settlement and any distribution to members of the
- 23 Class pursuant to further orders of this Court;
- 24 b. disposition of the Settlement Fund;
- 25 c. determining attorneys' fees, costs, expenses, and interest;
- 26 d. the Action until Final Judgment contemplated hereby has become effective
- 27 and each and every act agreed to be performed by the parties all have been
- 28 performed pursuant to the Settlement Agreement;

- 1 e. hearing and ruling on any matters relating to the plan of allocation of  
2 settlement proceeds; and  
3 f. all parties to the Action and Releasing Parties, for the purpose of enforcing  
4 and administering the Settlement Agreement and the mutual releases and  
5 other documents contemplated by, or executed in connection with the  
6 Agreement.

7 13. The Court finds, pursuant to Rules 54(a) and (b) of the Federal Rules of Civil  
8 Procedure, that Final Judgment of Dismissal with prejudice as to the Defendants (“Judgment”)  
9 should be entered forthwith and further finds that there is no just reason for delay in the entry of the  
10 Judgment, as Final Judgment, in accordance with the Settlement Agreement.

11  
12  
13 **IT IS SO ORDERED.**

14  
15 DATED: \_\_\_\_\_  
16

17  
18 \_\_\_\_\_  
19 HONORABLE WILLIAM H. ORRICK  
20 UNITED STATES DISTRICT JUDGE  
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