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

Defendants.

No. 3:16-cv-04067-WHO

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

PRELIMINARY APPROVAL ORDER

1 This matter comes before the Court on Plaintiffs’ Motion for Preliminary Approval of Class
2 Action Settlement with Defendants and Dissemination of Class Notice (“Motion”).

3 WHEREAS Vicky Maldonado and Justin Carter (“Plaintiffs”), on behalf of themselves and
4 of the previously certified class (“Certified Class”), and Defendants Apple Inc., AppleCare Service
5 Company, Inc., and Apple CSC, Inc. (“Apple”) have agreed, subject to Court approval following
6 notice to the Class and a hearing, to settle the above-captioned matter (“Lawsuit”) upon the terms
7 set forth in the Parties’ Settlement Agreement;

8 WHEREAS, this Court has reviewed and considered the Settlement Agreement entered into
9 among the parties, together with all exhibits thereto, the record in this case, and the briefs and
10 arguments of counsel;

11 WHEREAS, Plaintiffs have applied for an order granting preliminary approval of the
12 Settlement Agreement;

13 WHEREAS, this Court preliminarily finds, for purposes of settlement only, that the action
14 meets all the prerequisites of Rule 23 of the Federal Rules of Civil Procedure;

15 WHEREAS, all defined terms contained herein shall have the same meanings as set forth in
16 the Settlement Agreement;

17 NOW, THEREFORE, IT IS HEREBY ORDERED:

18 1. The Court does hereby preliminarily approve the Parties’ Settlement Agreement and
19 the settlement set forth therein, subject to further consideration of a hearing (the “Fairness
20 Hearing”).

21 2. The Fairness Hearing shall be held before this Court on April 27, 2022, at 2:00 p.m.,
22 at the United States District Court, located in Courtroom 2- 17th Floor, at 450 Golden Gate
23 Avenue, San Francisco, CA 94102 (a date no sooner than 90 days following completion of the
24 notice being issued pursuant to 28 U.S.C. § 1711 *et seq.*), to determine whether to approve
25 certification of the class for settlement purposes; whether the proposed settlement of the Lawsuit
26 on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and
27 adequate to the Certified Class and should be approved by the Court; whether a final judgment
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1 should be entered herein; whether the proposed plan of distribution should be approved; to
2 determine the amount of fees and expenses that should be awarded to Class Counsel; and to
3 determine the amount of the incentive awards that should be provided to the Class Representatives.
4 The Court may adjourn the Fairness Hearing without further notice to the members of the Certified
5 Class.

6 3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court previously
7 certified the Certified Class as follows:

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

10 4. The Class period cutoff date is September 30, 2021, the execution date of
11 Settlement Agreement.

12 5. The Court previously designated Plaintiffs Maldonado and Carter as Class
13 Representatives for the Certified Class.

14 6. The Court previously designated Hagens Berman Sobol Shapiro LLP as Class
15 Counsel for the Certified Class.

16 7. The Court approves the form and content the proposed notice forms, including the
17 Email Notice, Postcard Notice, and Long Form Notice, Attachments 1–3 to the Declaration of
18 Cameron Azari. The Court further finds that the proposed plan of notice, and the proposed contents
19 of these notices, meet the requirements of Rule 23 and due process, and are the best notice
20 practicable under the circumstances and shall constitute due and sufficient notice to all persons
21 entitled thereto.

22 8. The Court appoints the firm of Epiq Class Action & Claims Solutions, Inc., along
23 with Epiq’s Notice business unit, Hilsoft Notifications, as the Settlement Administrator. Plaintiffs
24 and their designees, including the Settlement Administrator, are authorized to expend funds from
25 the escrow accounts to pay taxes, tax expenses, notice, and administration costs as set forth in the
26 Settlement Agreement. The Court appoints the Settlement Administrator to supervise and
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1 administer the notice procedure, as well as distribution of the settlement funds, as more fully set
2 forth below:

3 a. No later than January 3, 2022, the Settlement Administrator shall cause the
4 full version of the Settlement Agreement and the Preliminary Approval Order to be published on a
5 public website;

6 b. Beginning no later than 30 days following Epiq's receipt of final and
7 approved Class member contact data (the "Notice Date"), the Settlement Administrator shall begin
8 issuing direct notice by email to all Certified Class members for whom there is a valid email
9 address, substantially in the form attached as Attachment 1 to the Declaration of Cameron Azari
10 and direct notice by first class U.S. mail to all Certified Class members for whom there are no
11 email addresses, but whose mailing addresses can be identified with reasonable effort, substantially
12 in the form attached as Attachment 2 to the Declaration of Cameron Azari;

13 9. All members of the Certified Class shall be bound by all determinations and
14 judgments in the Lawsuit concerning the settlement, whether favorable or unfavorable to the
15 Certified Class.

16 10. Class Counsel shall file their motion for attorneys' fees, costs, and service awards
17 for Class Representatives, and all supporting documentation and papers, by January 28, 2022, or
18 thirty-five days before the deadline for exclusions and objections.

19 11. Any person who desires to request exclusion from the Certified Class who was not
20 previously given the opportunity to request exclusion shall do so within 60 days of the Notice Date.
21 To be excluded from the Settlement, the completed exclusion form must be received no later than
22 60 days after the Notice Date. All persons who either: (a) previously submitted valid and timely
23 requests for exclusion or, (b) who were not previously given the opportunity to request exclusion
24 and submit valid and timely requests for exclusion, shall have no rights under the Settlement
25 Agreement, shall not share in the distribution of the settlement funds, and shall not be bound by the
26 final judgment relating to the defendants entered in the litigation.

1 12. Any member of the Certified Class may enter an appearance in the litigation, at his
2 or her own expense, individually or through counsel of his or her own choice. If the member does
3 not enter an appearance, he or she will be represented by Class Counsel.

4 13. Any member of the Certified Class may appear and show cause, if he or she has any
5 reason, why the proposed settlement should or should not be approved as fair, reasonable, and
6 adequate; why a judgment should or should not be entered thereon; why the plan of distribution
7 should or should not be approved; why attorneys' fees and expenses should or should not be
8 awarded to Class Counsel; or why the incentive awards should or should not be awarded to Class
9 Representatives. All written objections and supporting papers must (a) clearly identify the case
10 name and number (*Maldonado, et al. v. Apple Inc., et al.*, No. 3:16-cv-04067-WHO), (b) be
11 submitted to the Court either by mailing to the Class Action Clerk, United States District Court for
12 the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, or by
13 filing them in person at any location of the United States District Court for the Northern District of
14 California, ~~with a copy to Class Counsel~~ and (c) be filed or postmarked on or before March 4,
15 2022.

16 14. All papers in support of the settlement and responses by Class Counsel regarding
17 objections and exclusions shall be filed and served by March 18, 2022.

18 15. All reasonable expenses incurred in identifying and notifying members of the
19 Certified Class, as well as administering the Settlement Fund, shall be paid for as set forth in the
20 Settlement Agreement.

21 16. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the
22 negotiations or proceedings connected with it, shall be construed as an admission or concession by
23 Plaintiffs or Apple of the truth or falsity of any of the allegations in the Lawsuit, or of any liability,
24 fault or wrongdoing of any kind.

25 17. All members of the Certified Class are temporarily barred and enjoined from
26 instituting or continuing the prosecution of any action asserting the claims released in the proposed
27 settlement, until the Court enters final judgment with respect to the fairness, reasonableness, and
28 adequacy of the settlement.

IT IS SO ORDERED.

DATED: November 5, 2021



HONORABLE WILLIAM H. ORRICK
UNITED STATES DISTRICT JUDGE

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