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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

IN RE APPLE iPhone 4 PRODUCTS  
LIABILITY LITIGATION

Case No. 5:10-md-02188-RMW

**[PROPOSED] FINAL JUDGMENT AND ORDER APPROVING SETTLEMENT  
AND DISMISSING CLAIMS OF SETTLEMENT CLASS MEMBERS WITH  
PREJUDICE**

1 This matter came on for hearing on July 13, 2012 at 9:00 a.m. The Court has  
2 considered the Settlement Agreement and Release (“Agreement”), oral and/or written  
3 objections and comments received regarding the proposed settlement, the record in the  
4 Action and the arguments and authorities of counsel. Good cause appearing,

5 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

6 1. The Court, for purposes of this Final Judgment and Order Approving  
7 Settlement and Dismissing Claims of Settlement Class Members With Prejudice  
8 (“Judgment”), adopts the terms and definitions set forth in the Agreement.

9 2. The Court has jurisdiction over the subject matter of the Action, the  
10 Named Plaintiffs, the Settlement Class Members, and defendant Apple Inc. (“Apple”).

11 3. The Court finds that the notice to the Settlement Class of the pendency of  
12 the Action and of this settlement, as provided by the Agreement and by an Order of this  
13 Court, constituted the best notice practicable under the circumstances to all persons and  
14 entities within the definition of the Settlement Class, and fully complied with the  
15 requirements of Federal Rules of Civil Procedure Rule 23 and due process.

16 4. The Court approves the settlement as set forth in the Agreement and finds  
17 that the settlement is in all respects fair, reasonable, adequate and just to the Settlement  
18 Class Members.

19 5. Pursuant to Rule 23(c), the Settlement Class as finally certified shall be  
20 defined as follows:

21 All United States residents who are or were the original owners  
22 of an iPhone 4 as of February 17, 2012. The Settlement Class  
23 excludes Apple; any entity in which Apple has a controlling  
24 interest; Apple’s directors, officers, and employees; and Apple’s  
25 legal representatives, successors, and assigns.

26 6. Pursuant to the Agreement, Apple shall do the following:

27 a. Settlement Administration  
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1 Apple shall, in good faith, administer the process of receiving, handling,  
2 processing and paying claims through an Administrator. Class Counsel shall have the  
3 right to inquire of Apple's counsel regarding any aspect of implementation of the  
4 settlement, including but not limited to the settlement administration process and the  
5 treatment of individual Settlement Class Member's claims.

6 b. Payments for Settlement Class Members

7 Apple shall pay \$15 to Settlement Class Members who submit a valid and timely  
8 Claim Form. The Administrator shall have the right to reject claims deemed to be  
9 fraudulent, insufficient, or incomplete.

10 c. Apple Bumpers

11 Since July 2010, Apple has offered a free Bumper for iPhone 4 owners who have  
12 experienced antenna or reception issues. Apple has confirmed in connection with the  
13 settlement that it will continue to offer free Apple Bumpers as described at  
14 <http://support.apple.com/kb/HT4389> for at least eighteen (18) months after it  
15 discontinues the iPhone 4, at no cost to any Class Members.

16 d. Insufficient or Incomplete Claims; Cure Period

17 Settlement Class Members will be notified after receipt of any timely claim if the  
18 claim is incomplete, insufficient or if the Settlement Administrator cannot otherwise  
19 process the claim, at which time the Settlement Class Member will be provided with a  
20 fourteen (14) day opportunity to cure his or her timely claim. The 14-day cure period  
21 may extend after the end of the period for submission of Claim Forms so long as the  
22 original Claim Form was timely submitted. Settlement Class Members shall have only  
23 one opportunity to cure.

24 e. Disputed Claims

25 Class Counsel shall have a reasonable opportunity to inspect the Claim Forms of  
26 any rejected claim. Counsel for the Parties will first attempt to resolve through meet and  
27 confer any disputes concerning rejected claims informally between themselves. If  
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1 counsel cannot reach an agreement concerning a claim, the claim will be submitted to the  
2 Court for determination.

3 7. The Court adjudges that the payment of attorneys' fees and expenses in  
4 the total amount of \$\_\_\_\_\_ to Class Counsel and the payment of a stipend to  
5 plaintiffs Stacey Milrot, Christopher DeRose, Steve Tietze, Jeffrey Rodgers, Hung  
6 Michael Nguyen, Anthony Cologna, Joy Bearden, David Popik, Charles Fasano, Greg  
7 Aguilera II, Thomas Gionis, Christopher Bensberg, David Purdue, Michael James  
8 Goodglick, Karen Young, Joshua Gilson, Brandon Ellison Reininger, Trevor Antunez,  
9 Jessica Lares, Jaywill Sands, Bryan Colver, Jaclyn Badolato, Nicole Stankovitz, Vinny  
10 Curbelo, Kevin McCaffrey, James Blackwell, and Jethro Magat ("Named Plaintiffs") in  
11 the amount of \$\_\_\_\_\_ each are fair, reasonable and adequate, and that said attorneys' fees  
12 and expenses shall be paid to Class Counsel and said stipend shall be paid to Named  
13 Plaintiffs pursuant to the terms of the Agreement.

14 8. As of the Effective Date, the Named Plaintiffs and all Settlement Class  
15 Members shall be forever barred from bringing or prosecuting, in any capacity, any  
16 action or proceeding that involves or asserts any of the Released Claims against any  
17 Released Person and shall conclusively be deemed to have released and forever  
18 discharged the Released Persons from all Released Claims.

19 9. The Named Plaintiffs and all Settlement Class Members shall, as of the  
20 Effective Date, conclusively be deemed to have acknowledged that the Released Claims  
21 may include claims, rights, demands, causes of action, liabilities, or suits that are not  
22 known or suspected to exist as of the Effective Date. The Named Plaintiffs and all  
23 Settlement Class Members nonetheless release all such Released Claims against the  
24 Released Persons. Further, as of the Effective Date, the Named Plaintiffs and all  
25 Settlement Class Members shall be deemed to have waived any and all protections, rights  
26 and benefits of California Civil Code section 1542 and any comparable statutory or  
27 common law provision of any other jurisdiction.

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1           10.     The benefits and payments described in Paragraphs 6 and 7 are the only  
2 consideration, fees, and expenses Apple or the Released Persons shall be obligated to  
3 give to the Named Plaintiffs, Settlement Class Members, and Class Counsel in  
4 connection with the Agreement and the payment of attorneys' fees and expenses.

5           11.     The Action and all claims asserted in the Action are settled and dismissed  
6 on the merits and with prejudice as to the Named Plaintiffs and all Settlement Class  
7 Members. Notwithstanding the foregoing, this Judgment does not dismiss any claims  
8 that have been or may be asserted in the future by any persons or entities who have  
9 validly and timely requested exclusion from the Settlement Class as provided for in  
10 section IV.F. of the Agreement. A list of persons and entities who validly and timely  
11 requested exclusion is on file with this Court. Notwithstanding the dismissal of the  
12 Action, Apple shall not claim and may not be awarded any costs, attorneys' fees, or  
13 expenses.

14           12.     The Settlement Class Members are permanently barred and enjoined from  
15 initiating, asserting and/or prosecuting any Released Claims against any Releasing  
16 Parties.

17           13.     Without affecting the finality of this Judgment in any way, the Court  
18 reserves exclusive and continuing jurisdiction over the Action, the Named Plaintiffs, the  
19 Settlement Class Members, and Apple for the purposes of supervising the  
20 implementation, enforcement, construction, and interpretation of the Agreement, the  
21 Court's Order dated February 17, 2012, and this Judgment.

22           14.     The Agreement and this Judgment are not admissions of liability or fault  
23 by Apple or the Released Persons, or a finding of the validity of any claims in the Action  
24 or of any wrongdoing or violation of law by Apple or the Released Persons. The  
25 Agreement and settlement are not a concession by the Parties and to the extent permitted  
26 by law, neither this Judgment, nor any of its terms or provisions, nor any of the  
27 negotiations or proceedings connected with it, shall be offered as evidence or received in  
28 evidence in any pending or future civil, criminal, or administrative action or proceeding

1 to establish any liability of, or admission by Apple, the Released Persons, or any of them.  
2 Notwithstanding the foregoing, nothing in this Final Judgment shall be interpreted to  
3 prohibit the use of this Judgment in a proceeding to consummate or enforce the  
4 Agreement or Judgment, or to defend against the assertion of Released Claims in any  
5 other proceeding, or as otherwise required by law.

6 All other relief not expressly granted to the Settlement Class Members is denied.

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8 Dated: \_\_\_\_\_, 2012

By: Order of the United States  
District Court for the Northern District  
of California

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The Honorable Ronald Whyte  
DISTRICT JUDGE

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