

EXHIBIT G

E-FILED

Apr 20, 2012 10:33 AM
David H. Yamasaki
Chief Executive Officer/Clerk
Superior Court of CA, County of Santa Clara
Case #1-09-CV-146501 Filing #G-42132
By R. Walker, Deputy

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA**

GABRIEL JOHNSON, DANIEL OWENS, and
BARBARA OWENS, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

APPLE INC., and Does 1-10, inclusive,
Defendants.

Case No. 1-09-CV-146501

CLASS ACTION

Judge: Honorable Joseph Huber
Dept: 21



~~PROCESSED~~ **FINAL JUDGMENT AND ORDER APPROVING SETTLEMENT AND
DISMISSING CLAIMS OF CLASS REPRESENTATIVES AND FINAL SETTLEMENT
CLASS MEMBERS**

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2 This matter came on for hearing on February 10, 2012. The Court has considered the
3 Settlement Agreement and Release (“Agreement”) in the above-referenced Lawsuit; notice to the
4 class; the record in the Action; all objections filed; and the written submissions, arguments, and
5 authorities of counsel. Good cause appearing,

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

7 1. The Court, for purposes of this Final Judgment and Order Approving Settlement and
8 Dismissing Claims of Class Representatives and the Final Settlement Class (“Final Judgment”),
9 adopts the terms and definitions set forth in the Agreement as modified herein.

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

12 3. The Court finds that the notice to the Settlement Class of the pendency of the Action
13 and of this settlement, as provided by the Agreement and this Court’s Order Granting
14 Conditional Certification of a Settlement Class, Approval of Forms and Methods of Notice, and
15 Preliminary Approval of Settlement Agreement and Release (“Preliminary Approval Order”),
16 constituted the best notice practicable under the circumstances to all persons and entities within
17 the definition of the Settlement Class, and fully complied with the requirements of due process
18 and of all applicable statutes and laws.

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

21 5. Having fully considered all objections filed, the Court finds all objections without
22 merit and they are specifically overruled for the reasons stated in the submissions of the parties
23 and at oral argument.

24 6. Pursuant to California Code of Civil Procedure section 382, the Settlement Class as
25 finally certified (“Final Settlement Class”) shall be defined as follows:

26 All United States residents who purchased or received an iTunes Gift
27 Card where the card or the packaging to which it was attached
28 contained language that “songs are 99¢,” or other language indicating
that songs are priced at 99¢, and used it to purchase one or more \$1.29
songs from the iTunes Store on or before May 10, 2010. The
Settlement Class excludes Apple; any entity in which Apple has a
controlling interest; Apple’s directors, officers, and employees; Apple’s

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legal representatives, successors, and assigns; and all persons who validly request exclusion from the Settlement Class.

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7. Pursuant to the Agreement, Apple shall do the following:

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a. Claims Administration

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Apple shall, in good faith, administer the process of receiving, handling, processing, and fulfilling claims, either directly or, at its sole option, through a third-party settlement administrator ("Settlement Administrator").

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b. Issuing iTunes Store Credit

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Following the Effective Date, Apple or the Settlement Administrator, at Apple's election, shall email each Final Settlement Class Member who submits a valid claim form an alphanumeric code enabling the Final Settlement Class Member to redeem a \$3.25 iTunes Store credit into their iTunes account. Final Settlement Class Members will have one (1) year from receipt of the code to enter the iTunes Store credit into their account.

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c. Limit of One Claim per Settlement Class Member

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Final Settlement Class Members shall be limited to one claim for a \$3.25 iTunes Store credit.

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d. Settlement Administration; Invalid or Disputed Claims

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i. Apple shall have the right to reject any claims deemed to be fraudulent, insufficient, or incomplete. Class Counsel shall have the right to inquire of Apple's counsel regarding any aspect of implementation of the settlement, including but not limited to the settlement administration process and the treatment of individual Settlement Class Member's claims.

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ii. Apple will provide Class Counsel a reasonable opportunity to inspect the Claim Forms of any rejected claim. Counsel for the Parties will first attempt to resolve through meet and confer regarding any disputes concerning rejected claims informally between themselves. If counsel cannot reach an agreement concerning a claim, the claim will be submitted to the Court for determination.

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8. The Court adjudges that the payment of attorneys' fees in the amount of ~~\$2,049,660~~ ^{\$1,751,898.00} and reimbursement of expenses in the amount of \$67,831 to Class Counsel is fair, reasonable and

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2 adequate, and that said attorneys' fees and expenses shall be paid to Class Counsel pursuant to
3 the terms of the Agreement.

4 9. Class Counsel submitted a lodestar of 2481.52 hours representing \$1,347,614.35
5 worth of time, which the Court finds is a reasonable and fair amount of time. The award of
6 ~~\$1,347,614.35~~ ^{\$1,751,898.00} therefore represents a multiplier of ~~1.5~~ ^{1.3} of the lodestar. The Court finds that given the
7 novelty and difficulty of the case, the contingent nature of the representation, the quality of the
8 representation, and the results obtained on behalf of the class, a multiplier of ~~1.5~~ ^{1.3} is reasonable, *an*
9 appropriate, and fair.

10 The Court further adjudges that payment of a service award in the amount of \$2,500 to
11 each of the Class Representatives is appropriate and that said service awards shall be paid
12 pursuant to the terms of the Agreement.

13 8. As of the Effective Date, the Class Representatives and all Final Settlement Class
14 Members shall be forever barred from bringing or prosecuting, in any capacity, any action or
15 proceeding that involves or asserts any of the "Released Claims" against any "Released Person"
16 and shall conclusively be deemed to have released and forever discharged the Released Persons
17 from all Released Claims (as such terms are defined in the Agreement).

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

27 10. The benefits and payments described in Paragraphs 6 and 7 are the only
28 consideration, fees, and expenses Apple or the Released Persons shall be obligated to give to the

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2 Class Representatives, the Final Settlement Class Members, and Class Counsel in connection
3 with the Agreement and the payment of attorneys' fees and expenses.

4 11. The Lawsuit and all claims asserted in the Lawsuit are dismissed with prejudice as to
5 the Class Representatives and all Final Settlement Class Members. Notwithstanding the
6 foregoing, this Judgment does not dismiss any of the individual claims asserted by any persons
7 or entities who have validly and timely requested exclusion from the Settlement Class as
8 provided for in section V.C. of the Agreement. A list of persons and entities who validly and
9 timely requested exclusion is on file with this Court. Notwithstanding the dismissal of the
10 Lawsuit, Apple shall not claim and may not be awarded any costs, attorneys' fees, or expenses.

11 13. Without affecting the finality of this Judgment in any way, the Court reserves
12 exclusive and continuing jurisdiction over the Lawsuit, the Class Representatives, the Final
13 Settlement Class Members, and Apple for the purposes of supervising the implementation,
14 enforcement, construction, and interpretation of the Agreement, the Preliminary Approval Order,
15 and this Judgment.

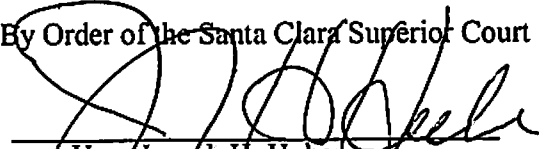
16 14. The Agreement and this Judgment are not admissions of liability or fault by Apple or
17 the Released Persons, or a finding of the validity of any claims in the Action or of any
18 wrongdoing or violation of law by Apple or the Released Persons. The Agreement and
19 settlement are not a concession by the Parties and to the extent permitted by law, neither this
20 Judgment, nor any of its terms or provisions, nor any of the negotiations or proceedings
21 connected with it, shall be offered as evidence or received in evidence in any pending or future
22 civil, criminal, or administrative action or proceeding to establish any liability of, or admission
23 by Apple, the Released Persons, or any of them. Notwithstanding the foregoing, nothing in this
24 Final Judgment shall be interpreted to prohibit the use of this Judgment in a proceeding to
25 consummate or enforce the Agreement or Judgment, or to defend against the assertion of
26 Released Claims in any other proceeding, or as otherwise required by law.

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

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Dated: 4-18, 2012

By Order of the Santa Clara Superior Court


Hon. Joseph H. Huber
JUDGE OF THE SUPERIOR COURT