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~~CONFIDENTIAL~~

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

1 On August 10, 2012, the Court signed and entered its Order Granting Motion for
2 Final Settlement Approval of Settlement; Granting in Part and Denying in Part Plaintiffs'
3 Request for Attorneys' Fees and Costs (the "August 10, 2012 Order") in the above-
4 captioned matter with respect to the following class of persons:

5 All United States residents who are or were the original owners
6 of an iPhone 4 as of February 17, 2012. The Settlement Class
7 excludes any persons or entities who have validly and timely
8 requested exclusion from the Settlement Class; Apple; any
entity in which Apple has a controlling interest; Apple's
directors, officers, and employees; and Apple's legal
representatives, successors, and assigns.

9 Accordingly:

10 **JUDGMENT IS HEREBY ENTERED**, pursuant to Federal Rule of Civil
11 Procedure 58(a), as to the above-specified class of persons, plaintiffs Stacey Milrot,
12 Christopher DeRose, Steve Tietze, Jeffrey Rodgers, Hung Michael Nguyen, Anthony
13 Cologna, Joy Bearden, David Popik, Charles Fasano, Greg Aguilera II, Thomas Gionis,
14 Christopher Bensberg, David Purdue, Michael James Goodglick, Karen Young, Joshua
15 Gilson, Brandon Ellison Reininger, Trevor Antunez, Jessica Lares, Jaywill Sands, Bryan
16 Colver, Jaclyn Badolato, Nicole Stankovitz, Vinny Curbelo, Kevin McCaffrey, James
17 Blackwell, and Jethro Magat, and defendant Apple Inc. on the terms and conditions of the
18 Settlement Agreement and Release ("Agreement") approved by the Court's August 10,
19 2012 Order.

20 1. The Court, for purposes of this Final Judgment adopts the terms and
21 definitions set forth in the Agreement.

22 2. Payments and benefits to Settlement Class Members shall be made as
23 specified in the Agreement.

24 3. The Class Representatives and Settlement Class Members are permanently
25 barred and enjoined from initiating, asserting and/or prosecuting any action or proceeding
26 that involves or asserts any of the Released Claims against any Released Person.

27 4. Without affecting the finality of this Final Judgment in any way, the Court
28 reserves exclusive and continuing jurisdiction over the Action, the Class Representatives,

1 the Settlement Class Members, and Apple for the purposes of supervising the
2 implementation, enforcement, construction, and interpretation of the Agreement, the
3 August 10, 2012 Order, and this Final Judgment.

4 5. The Agreement and this Final Judgment are not admissions of liability or
5 fault by Apple or the Released Persons, or a finding of the validity of any claims in the
6 Action or of any wrongdoing or violation of law by Apple or the Released Persons. The
7 Agreement and settlement are not a concession by the Parties and to the extent permitted
8 by law, neither this Final Judgment, nor any of its terms or provisions, nor any of the
9 negotiations or proceedings connected with it, shall be offered as evidence or received in
10 evidence in any pending or future civil, criminal, or administrative action or proceeding
11 to establish any liability of, or admission by Apple, the Released Persons, or any of them.
12 Notwithstanding the foregoing, nothing in this Final Judgment shall be interpreted to
13 prohibit the use of this Final Judgment in a proceeding to consummate or enforce the
14 Agreement or Final Judgment, or to defend against the assertion of Released Claims in
15 any other proceeding, or as otherwise required by law.

16 JUDGMENT APPROVED AS TO FORM:

17 By:

18 

19 _____
20 THE HONORABLE RONALD M. WHYTE
21 UNITED STATES DISTRICT JUDGE

22 JUDGMENT ENTERED: ~~FGDE~~ _____, 2012

23 By: CLERK OF THE UNITED STATES DISTRICT COURT
24 FOR THE NORTHERN DISTRICT OF CALIFORNIA