

1 Michael W. Sobol (State Bar No. 194857)  
Roger N. Heller (State Bar No. 215348)  
2 LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
3 San Francisco, CA 94111-3339  
Telephone: (415) 956-1000  
4 Facsimile: (415) 956-1008

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5 *Class Counsel*

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

In Re Apple and AT&T iPad Unlimited  
Data Plan Litigation

Case No. 5:10-cv-02553 RMW

ALL CONSOLIDATED ACTIONS

**ORDER APPROVING**  
**APPLE SETTLEMENT AND**  
**DISMISSING CLAIMS OF SETTLEMENT**  
**CLASS MEMBERS WITH PREJUDICE**

1           This matter came on for hearing on February 7, 2014. The Court has considered the  
2 Stipulation of Settlement (“Agreement”) entered into by and among defendant Apple Inc.  
3 (“Apple”), plaintiffs Adam Weisblatt, Joe Hanna, David Turk, Colette Osetek and Aaron  
4 Friedman, as individuals and as “Class Representatives” (collectively the “Parties” in the above-  
5 referenced “Action”), together with all exhibits thereto, all oral and/or written objections and  
6 comments received regarding the Agreement, the arguments and authorities presented by the  
7 Parties and their counsel, and the record in the Action, and good cause appearing,

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

9           1. All terms and definitions used herein have the same meanings as set forth in the  
10 Agreement.

11           2. The Court has jurisdiction over the subject matter of the Action, the Class  
12 Representatives, the Settlement Class Members, and Apple, and venue is proper in this District.

13           3. The Court finds that the notice to the Settlement Class of the pendency of this  
14 Action, this settlement, Class Counsel’s application for attorneys’ fees and expenses, and the  
15 application for service awards for Class Representatives, as provided for in the Agreement and by  
16 Order of this Court, has been implemented and constituted the best notice practicable under the  
17 circumstances to all persons and entities within the definition of the Settlement Class, and fully  
18 complied with all requirements, including Federal Rule of Civil Procedure 23 and due process.

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, and in the best interests of, the  
21 Settlement Class Members.

22           5. The Court has specifically considered the factors relevant to class settlement  
23 approval (*see, e.g., Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566 (9th Cir. 2004)) —  
24 including, *inter alia*, the strength of Plaintiffs’ case; the risk, expense, complexity, and likely  
25 duration of further litigation; the risk of maintaining class action status throughout trial; the relief  
26 provided for in the settlement; the extent of discovery completed and stage of the proceedings; the  
27 experience and views of Class Counsel and the mediator; and the reaction of the Settlement Class  
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1 Members to the proposed settlement (including the claims submitted and the small number of opt-  
2 out requests and objections)—and upon consideration of such factors finds that the settlement is  
3 fair, reasonable and adequate to all concerned.

4           6.       The Court has also scrutinized the settlement and negotiation history for any signs  
5 of potential collusion (*see, e.g., In re Bluetooth Headset Products Liability Litigation*, 654 F.3d  
6 935 (9th Cir. 2011)), and finds that the settlement is not the product of collusion. This finding is  
7 supported by, among other things: the fact that the settlement was negotiated by experienced,  
8 well-qualified counsel and with the active involvement and assistance of neutral, well-qualified  
9 mediators; the settlement provides substantial monetary benefits to class members and such  
10 benefits are not disproportionate to the attorneys' fees and expenses awarded to Class Counsel;  
11 the benefits provided to Settlement Class Members are appropriate under the circumstances of  
12 this case; and the parties began negotiating regarding attorneys' fees and expenses only after  
13 reaching an agreement regarding the key deal terms.

14           7.       The Court has reviewed the two settlement objections that were submitted in this  
15 case. Neither of the two objections was sent to the Clerk of the Court, and thus both objections  
16 are invalid and overruled on the ground that they did not comport with the procedural  
17 requirements for submitting settlement objections as required by this Court's Orders (Docket No.  
18 187, ¶ 22, Docket No. 188, ¶22). Nevertheless, the Court has provisionally considered both  
19 objections and the arguments made therein, and finds that in any event both objections lack merit  
20 and fail to state a compelling basis for denying settlement approval. The objections are therefore  
21 overruled on that additional ground as well.

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

24                   All United States residents who purchased or ordered an Apple iPad  
25 with 3G capability (iPad 3G) in the United States on or before  
26 June 7, 2010. The Settlement Class excludes Apple; any entity in  
27 which Apple has a controlling interest; Apple's directors, officers,  
28 and employees; Apple's legal representatives, successors, and  
assigns; and wholesalers, resellers, retailers and distributors.

1           9.       Excluded from the Settlement Class are persons and entities who submitted timely  
2 and valid requests for exclusion pursuant to section IV.K of the Agreement and this Court’s  
3 September 26, 2013 Preliminary Approval Order (Docket No. 187), as determined by the  
4 Settlement Administrator. A list of persons and entities who validly and timely requested  
5 exclusion is on file with this Court at Docket No. 198-3, Ex. A.

6           10.       The Parties and the Settlement Administrator shall, in good faith, implement and  
7 administer the process of verifying, processing and paying claims pursuant to the terms set forth  
8 in the Agreement.

9           11.       In connection with this settlement, the Court adjudges that the payment of  
10 attorneys’ fees and expenses in the total amount of \$1,500,000 to Class Counsel is consistent with  
11 applicable law and is fair, reasonable and justified under the circumstances of this case—given,  
12 *inter alia*, the relief achieved for the Settlement Class Members, the time and effort devoted by  
13 Class Counsel, the complexity of the legal and factual issues involved, and the contingent nature  
14 of the fee—and hereby orders that said attorneys’ fees and expenses shall be paid to Class  
15 Counsel pursuant to the terms of the Agreement.

16           12.       The Court adjudges that the payment of service awards in the amount of \$1,000 to  
17 each of the Class Representatives, to compensate them for their efforts and commitment on behalf  
18 of the Settlement Class, is fair, reasonable, and justified under the circumstances of this case, and  
19 hereby orders that said awards shall be paid to the Class Representatives pursuant to the terms of  
20 the Agreement.

21           13.       As of the Effective Date, the Class Representatives and all Settlement Class  
22 Members shall be forever barred from bringing or prosecuting, in any capacity, any action or  
23 proceeding that involves or asserts any of the Released Claims against any Released Person and  
24 shall conclusively be deemed to have released and forever discharged the Released Persons from  
25 all Released Claims.

26           14.       The Class Representatives and all Settlement Class Members shall, as of the  
27 Effective Date, conclusively be deemed to have acknowledged that the Released Claims may  
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1 include claims, rights, demands, causes of action, liabilities, or suits that are not known or  
2 suspected to exist as of the Effective Date. The Class Representatives and all Settlement Class  
3 Members nonetheless release all such Released Claims against the Released Persons. Further, as  
4 of the Effective Date, the Class Representatives and all Settlement Class Members shall be  
5 deemed to have waived any and all protections, rights and benefits of California Civil Code  
6 section 1542 and any comparable statutory or common law provision of any other jurisdiction.

7 15. The benefits and payments described in the Agreement are the only consideration,  
8 fees, and expenses Apple or the Released Persons shall be obligated to give to the Class  
9 Representatives, Settlement Class Members, and Class Counsel in connection with the Agreement  
10 and the payment of attorneys' fees and expenses.

11 16. All claims asserted against Apple in the Action are settled and dismissed on the  
12 merits and with prejudice as to the Class Representatives and all Settlement Class Members.  
13 Notwithstanding the foregoing, this Order does not dismiss any claims that have been or may be  
14 asserted in the future by any persons or entities who have validly and timely requested exclusion  
15 from the Settlement Class as provided for in section IV.K of the Agreement.

16 17. Notwithstanding the dismissal of the claims asserted against Apple in the Action,  
17 Apple shall not claim and may not be awarded any costs, attorneys' fees, or expenses. Apple  
18 shall not sue the Class Representatives, Class Counsel, or the Class Members for malicious  
19 prosecution or abuse of process based on the filing of the Action.

20 18. Without affecting the finality of the Judgment in any way, the Court reserves  
21 exclusive and continuing jurisdiction over the Action, the Class Representatives, the Settlement  
22 Class Members, and Apple for the purposes of supervising the implementation, enforcement,  
23 construction, and interpretation of the Agreement, this Order, and the Judgment.

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

20. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Agreement which are not materially inconsistent with either this Order or the terms of the Agreement.

IT IS SO ORDERED.

Dated: March 11, 2014



THE HONORABLE RONALD M. WHYTE  
United States District Judge