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8  
9 **IN THE UNITED STATES DISTRICT COURT**  
10 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
11 **SAN JOSE DIVISION**

12 CARL BARRETT, et al.,

13 Plaintiffs,

14 v.

15 APPLE INC., et al.,

16 Defendants.

Case No. 5:20-cv-04812-EJD

**PLAINTIFFS' NOTICE OF MOTION  
AND MOTION FOR FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT;  
MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT THEREOF**

Judge: Hon. Edward J. Davila  
Courtroom: 4, 5th Floor  
Date: December 12, 2024  
Time: 9:00 a.m.

**NOTICE OF MOTION AND MOTION****TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

**PLEASE TAKE NOTICE** that, pursuant to the Court’s Order Preliminarily Approving Settlement (ECF No. 269), on December 12, 2024, at 9:00 a.m., in Courtroom 4 of the United States District Court for the Northern District of California, Robert F. Peckham Federal Building & United States Courthouse, 280 South First Street, San Jose, California 95113, the Honorable Edward J. Davila presiding, Plaintiffs,<sup>1</sup> through their undersigned counsel and on behalf of the proposed Settlement Class, will and hereby do move this Court, for entry of an Order: (i) granting final certification of the Settlement Class; (ii) granting final approval of the proposed Settlement and plan of allocation; (iii) finding the proposed plan of allocation is fair, reasonable and adequate; (iv) finding that notice has been conducted in accordance with the Court-approved notice plan; and (v) dismissing with prejudice Plaintiffs’ and the Settlement Class Members’ claims against Apple.

The Motion is based upon this Notice of Motion and Motion, the Memorandum of Points and Authorities set forth below, the Declaration of Carla A. Peak Regarding Implementation of the Settlement Notice Program (“Peak Declaration” or “Peak Decl.”) and the exhibits attached thereto, the Joint Declaration of Nyran Rose Rasche, Anthony F. Fata, and Joseph P. Guglielmo in Support of Plaintiffs’ Motion for Final Approval (“Joint Declaration” or “Joint Decl.”), which are filed contemporaneously with this Motion, the Settlement Agreement and exhibits attached thereto, the pleadings and records on file in this Action, and other such matters and argument as the Court may consider at the hearing of this Motion.

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<sup>1</sup> Unless otherwise indicated, defined terms have the meanings set forth in the Settlement Agreement and Release (“Settlement” or “Settlement Agreement”). The Settlement Agreement and its exhibits are attached as Exhibit A to the Joint Declaration of Nyran Rose Rasche, Anthony F. Fata, and Joseph P. Guglielmo in Support of Plaintiffs’ Motion for Preliminary Approval of Proposed Settlement, filed on April 2, 2024. ECF No. 266-2.

1 On these grounds, Plaintiffs respectfully request that the Court grant Plaintiffs’ Motion and  
2 enter the proposed Final Approval Order.

3 **STATEMENT OF ISSUES TO BE DECIDED**

4 1. Whether the Court should grant final certification of the Settlement Class under  
5 Federal Rules of Civil Procedure Rule 23(a) and 23(b)(3);

6 2. Whether the Court should grant final approval of the Settlement and plan of  
7 allocation under Federal Rule of Civil Procedure Rule 23(e)(2);

8 3. Whether the proposed plan of allocation is fair, reasonable, and adequate;

9 4. Whether the notice has been conducted in accordance with the Court-approved  
10 notice plan; and

11 5. Whether the Court should enter judgment of dismissal of Plaintiffs’ and Settlement  
12 Class Members’ claims against Apple Inc. and Apple Value Services, LLC (collectively, “Apple”  
13 or “Defendants”).

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 After years of hard-fought and contentious litigation, the Parties reached a Settlement to  
4 resolve the Settlement Class's claims against Apple. The Settlement was reached after extensive  
5 arm's-length negotiations between experienced counsel, including an all-day, in-person private  
6 mediation session facilitated by a highly respected mediator, Randall W. Wulff. Plaintiffs are  
7 pleased to submit for final approval the proposed Settlement, based upon a "mediator's proposal,"  
8 of a \$35 million non-reversionary cash fund for the benefit of Settlement Class Members.

9 During the course of the litigation, Plaintiffs, through Class Counsel, among other things:  
10 (i) conducted a wide-ranging investigation into the Settlement Class's claims; (ii) filed two  
11 comprehensive complaints; (iii) successfully opposed Apple's second motion to dismiss as to  
12 certain theories of liability; (iv) engaged in a comprehensive discovery program, which included  
13 taking ten (10) Apple depositions and defending five (5) Plaintiff depositions, responding to  
14 hundreds of discovery requests, propounding third-party discovery, reviewing over 680,000 pages  
15 of documents produced by Apple and third parties, and briefing numerous discovery disputes; (v)  
16 consulted with experts, including retaining two experts on class certification issues and overseeing  
17 the drafting of their reports on critical components of this Action; and (vi) filed a comprehensive  
18 motion for class certification supported by a compendium of evidence from the record. As a result,  
19 Plaintiffs and Class Counsel had a thorough understanding of the relative strengths and weaknesses  
20 of the claims asserted at the time the Settlement was negotiated.

21 As demonstrated below, this is an excellent recovery for the Settlement Class considering  
22 the substantial risks at class certification and trial. Based on an informed evaluation of the facts  
23 and governing legal principles, and their recognition of the substantial risk and expense of  
24 continued litigation, Plaintiffs submit that the proposed Settlement is fair, reasonable, and adequate  
25 under Rule 23(e). Joint Decl. ¶ 15. Furthermore, the Court-approved notice plan was implemented  
26 by the Court-appointed Claims Administrator and satisfies due process by adequately providing  
27 notice to Settlement Class Members.

## II. PROCEDURAL HISTORY

### A. Summary of Litigation

On July 17, 2020, Plaintiffs filed this Action, individually and on behalf of a putative nationwide class, asserting claims relating to Apple’s alleged conduct in connection with a common gift card scam in which unwitting consumers were tricked into purchasing Apple App Store & iTunes gift cards by third-party scammers who contacted victims under false pretenses. *See* Complaint, ECF No. 1. The litigation which followed is described in detail in the previously filed motion for attorneys’ fees, costs, and service awards (ECF No. 273), and that description is incorporated herein and summarized only briefly here.

On October 8, 2020, Apple filed a motion to dismiss Plaintiffs’ initial Complaint (ECF No. 33), which Plaintiffs opposed. ECF No. 39. On October 15, 2020, Plaintiffs served their first set of document requests, and on October 22, 2020, the Court denied Apple’s motion for a stay of discovery pending resolution of the motion to dismiss. ECF No. 38. On March 4, 2021, the Court granted Apple’s motion to dismiss in full, with leave to amend. ECF No. 51.

On April 14, 2021, Plaintiffs filed their First Amended Complaint (“FAC”). ECF No. 59. On April 28, 2021, Apple filed a motion to dismiss Plaintiffs’ FAC (ECF No. 61), which Plaintiffs opposed. ECF No. 67. On June 13, 2022, the Court granted in part and denied in part Apple’s motion to dismiss Plaintiffs’ FAC. ECF No. 97. On June 24, 2022, Apple answered Plaintiffs’ FAC. ECF No. 102. By that point, the Parties had been engaging in substantial discovery efforts for nearly two years, including written discovery requests and responses, voluminous document productions, and third-party discovery. Joint Decl. ¶ 6. On June 15, 2023, after taking the depositions of ten Apple witnesses and defending five Plaintiff depositions, Plaintiffs disclosed two expert reports and filed a motion seeking to certify a nationwide class. *See* Plaintiffs’ Motion for Class Certification, ECF No. 238 (“Class Cert.”); §§ 6.2, 6.3.<sup>2</sup>

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<sup>2</sup> Unless otherwise noted, all citations to “§ \_\_” refer to paragraphs of the Settlement Agreement.

1           **B. Settlement Negotiations and Mediation**

2           The parties engaged in extensive, arms-length negotiations over the course of many  
3 months, including an all-day, in-person mediation session before Randall W. Wulff, Esquire, a  
4 well-respected neutral mediator who has mediated thousands of cases since 1994, including many  
5 complex cases with claims of the kind at issue here. Joint Decl. ¶ 7. The mediation session  
6 concluded with a Mediator’s Proposal, which was ultimately accepted by the Parties. *Id.*

7           **C. Settlement Terms**

8           The Settlement is a comprehensive resolution of all claims in this Action. It provides for a  
9 non-reversionary settlement fund of \$35 million to be allocated to Settlement Class Members who  
10 submit a valid and approved claim and in exchange Defendants are released of liability stemming  
11 from the allegations in this Action. §§ 2.2, 2.3, 8.5. Under the Settlement, Plaintiffs may also seek  
12 a service award for each Named Plaintiff and Class Counsel may seek an award of attorneys’ fees  
13 and reimbursement of reasonable out-of-pocket costs and expenses. §§ 7.1, 7.2. In a separate  
14 motion filed September 10, 2024, Class Counsel requested the Court award Service Awards of  
15 \$10,000 for each of the four named Plaintiffs, attorneys’ fees to Class Counsel equal to just under  
16 one third of the non-reversionary \$35 million Settlement Fund, and unreimbursed litigation  
17 expenses. ECF No. 273. If after paying all Class Payments, notice and administration expenses,  
18 and any attorneys’ fees, costs, and Service Awards approved by the Court there are funds  
19 remaining in the Settlement Account, the Parties will present to the Court a proposal for *cy pres*  
20 distribution. § 2.4. In no event shall the unclaimed Settlement amount revert to Apple. *Id.*

21           **D. Preliminary Approval**

22           On April 2, 2024, Plaintiffs filed their motion for preliminary approval of the Settlement  
23 (the “Preliminary Approval Motion” or “Prelim. Motion”). ECF No. 266. On May 16, 2024, the  
24 parties attended a preliminary approval hearing before the Court. ECF No. 268. On May 16, 2024,  
25 the Court granted Plaintiffs’ Preliminary Approval Motion, provisionally certified the Settlement  
26 Class, appointed KCC Class Action Services, LLC (“KCC”) to serve as Settlement Administrator,<sup>3</sup>

27  
28 <sup>3</sup> KCC and Gilardi & Co. LLC rebranded as Verita Global LLC in June 2024.

1 directed notice to be issued to Settlement Class Members pursuant to the Settlement and  
 2 Preliminary Approval Motion, and set a final approval hearing for December 12, 2024 (the  
 3 “Preliminary Approval Order” or “Prelim. Order”). ECF No. 269.

4 **E. Notice to the Class**

5 Notice was successfully disseminated to the Class by KCC. Peak Decl. ¶¶ 8-25. KCC  
 6 completed distribution of the notices to Settlement Class Members, in compliance with the  
 7 Preliminary Approval Order, including Email Notice, Mail Notice, Publication Notice, and  
 8 Website Notice as well as maintaining a case-specific toll-free number and email address and  
 9 causing CAFA Notice Packets to be mailed. *Id.* ¶¶ 5-28 & Exs. A-L; *see also* §§ 2.3, 6.2.2-6.2.6.  
 10 The multipart notice program was designed to, and did, provide the “best notice that is practicable  
 11 under the circumstances.” *See* Fed. R. Civ. P. 23(c)(2)(B).

12 1. Direct Notice

13 KCC received from Apple a list of persons identified as the Class List and from Class  
 14 Counsel a list of persons identified as current and former named Plaintiffs. Peak Dec. ¶ 8. Both  
 15 lists included email addresses and/or mailing addresses. *Id.* KCC formatted the lists for mailing  
 16 purposes, removed duplicate records and records with missing or invalid addresses, and processed  
 17 the names and addresses through the National Change of Address Database to update any  
 18 addresses on file with the USPS and processed the email addresses through an Email Cleanse. *Id.*  
 19 A total of 15,874 mailing addresses and 81,666 emails were considered valid and used to provide  
 20 direct notice to approximately 95,000 “known” claimants. *Id.* ¶¶ 9, 13.

21 KCC caused the initial Mail Notice to be sent to 15,874 known claimants. *Id.* ¶ 9 & Ex. C.  
 22 When 274 of those Mail Notices were returned with forwarding addresses, KCC immediately  
 23 caused Mail Notice to be sent to the forwarding addresses. *Id.* ¶ 10. Since the Mail Notices were  
 24 sent, KCC has performed address searches for 2,377 Mail Notices returned with undeliverable  
 25 addresses and was able to find updated addresses for 536 class members, to whom KCC promptly  
 26 caused Mail Notices to be sent. *Id.* ¶ 11. KCC also caused Mail Notices to be sent to 4,526 persons  
 27 whose email notification bounced and for whom mailing notices were available. *Id.* ¶ 12. Of the  
 28

1 4,526 persons whose email notification bounced, 253 did not have mailing addresses and were not  
2 sent a Mail Notice. *Id.*

3 KCC also caused the Email Notice to be emailed to the 81,666 valid email addresses. *Id.*  
4 ¶ 13 & Ex. D. KCC received a report from the email vendor confirming 76,887 emails were sent  
5 successfully without a notification of a bounce, resulting in a 94% success rate. *Id.* ¶ 14.

6 The Parties later agreed to send a reminder notice, via email and U.S. Mail, to known  
7 claimants who had not yet filed claims. The Parties requested, and the Court approved, an  
8 extension of the claims deadline to October 31, 2024, to ensure Settlement Class Members had  
9 adequate time to file claims after receiving the reminder notice. ECF Nos. 280, 281. KCC caused  
10 reminder notices to be sent both by email and U.S. Mail to all known class members who had not  
11 yet submitted a Claim; accordingly, the reminder notice went to 76,684 known email addresses  
12 and 95,062 known mailing addresses, with many known class members receiving the reminder  
13 notice in both formats. Form. Peak Decl. ¶¶ 15-16 & Exs. E-F. In compliance with the Court's  
14 order, the new October 31, 2024 claim submission deadline was reflected on the settlement  
15 administration website, giftcardscamsettlement.com; and included in the supplemental reminder  
16 notice. ECF No. 281. On October 21, 2024, KCC received a report from the email vendor  
17 confirming that 76,195 emails were sent successfully without a bounce notification, reflecting a  
18 success rate of 99%. *Id.* ¶ 18.

## 19 2. Publication Notice

20 The Parties designed, and the Court approved, an extensive publication notice program  
21 designed to reach “unknown” class members, *i.e.*, those whose contact information did not appear  
22 on the Class List provided by Apple. KCC caused a press release to be distributed nationally via  
23 PR Newswire, which was distributed via PR Newswire's national Newsline and included  
24 syndicated distribution via AP News. *Id.* ¶ 19 & Ex. G. KCC also contacted a variety of senior  
25 organizations, requesting their assistance in sharing information with interested parties. *Id.* ¶ 20.  
26 KCC caused the Notice to be published as a one-third page ad in the July 29, 2024 (on-sale date  
27 July 19, 2024) issue of *People* magazine, the August/September 2024 (on-sale date July 27, 2024)  
28 issue of *AARP The Magazine*, and the September/October 2024 (on-sale date August 27, 2024)

1 issue of *Good Housekeeping*. *Id.* ¶ 21 & Ex. H. KCC also purchased approximately 316,100,000  
2 electronic impressions to be distributed programmatically via various websites and mobile apps,  
3 as well as on Facebook from July 15, 2024 through October 15, 2024. *Id.* ¶ 22 & Ex. I. The  
4 impressions were targeted to adults 18 years of age and older and to appear alongside content  
5 related to news and/or seniors. *Id.* A total of 320,962,888 impressions were delivered, resulting in  
6 4,862,888 impressions more than were required by the approved notice plan. *Id.* Additional  
7 impressions were delivered via a paid search campaign through Google Search. *Id.* The search  
8 terms used for the paid search campaign directly related to the settlement, as well as the subject  
9 matter of the Action. *Id.*

10 KCC also established a website, [www.giftcardscamsettlement.com](http://www.giftcardscamsettlement.com), dedicated to this  
11 Action to provide information to the Settlement Class Members and answer frequently asked  
12 questions. *Id.* ¶ 24. The website URL was included in the Mail Notice, Email Notice, Publication  
13 Notice, Website Notice, claim form, and reminder notices, as well as in the press release and  
14 organizational outreach materials sent by KCC. *Id.* at Ex. J-L. As of November 11, 2024, the  
15 website has received 160,953 visits. *Id.* ¶ 24. KCC established an email address,  
16 [admin@giftcardscamsettlement.com](mailto:admin@giftcardscamsettlement.com), for Class Members to email and obtain information about  
17 the settlement. *Id.* ¶ 26. As of the date of this Motion, KCC has responded to 239 emails. *Id.* KCC  
18 established and continues to maintain a toll-free telephone number, 1-877-519-3812, for potential  
19 Settlement Class Members to call and obtain information about the Settlement, request a notice  
20 packet, and/or seek assistance from a live operator during regular business hours. *Id.* ¶ 27. As of  
21 the date of this Motion, KCC has received and responded to a total of 1,584 calls to the telephone  
22 hotline. *Id.* Finally, KCC established a P.O. box address for Class Members to use to obtain  
23 information about the settlement. *Id.* ¶ 28. As of the date of this Motion, KCC has received and  
24 responded to 43 pieces of mail correspondence. *Id.*

#### 25 **F. Class Response**

26 The deadline to submit opt outs and any objections to the Settlement was October 15, 2024,  
27 and the deadline to submit claims to the Settlement Administrator was October 31, 2024, providing  
28 substantial time (approximately five months) for Class Members to respond to the Settlement after



preliminary approval was granted and notice was disseminated. *See* Prelim. Order ¶¶ 12-13; *see also* ECF No. 281. KCC has received 49,130 timely-filed claim forms.<sup>4</sup> Peak Decl. ¶ 29. Of the 49,130 claim forms, 1,994 were submitted by known class members, and 14 of those were duplicates, resulting in a 2.10% known claims rate. The remaining 47,136 claims forms were submitted by unknown class members, and 3,586 of those were duplicates, resulting in a 10.75% unknown claims rate. *Id.* KCC has reviewed the claim forms and supporting documentation submitted by known class members and determined that at least 96% of the known claims are valid. *Id.* ¶ 30. Thus, as of the date of this Motion, at least 2% of all known claimants have submitted valid claims. *Id.* KCC is in the process of conducting a detailed review and analysis of the claim forms and supporting documentation submitted by unknown class members to verify the accuracy and validity of each claim submitted. *Id.*

Additionally, KCC received 1 (one) request for exclusion. *Id.* ¶ 34 & Ex. M. No objections to the Settlement were filed. *Id.* ¶ 35.

### III. ARGUMENT

#### A. Legal Standard for Final Approval

Final approval is a multi-step inquiry: first, the Court must certify the proposed settlement class; second, it must determine that the settlement proposal is “fair, reasonable, and adequate;” and third, it must assess whether notice has been provided in a manner consistent with Rule 23 and due process. Fed. R. Civ. P. 23(e)(2); *Adoma v. Univ. of Phoenix Inc.*, 913 F. Supp. 2d 964, 972 (E.D. Cal. 2012). Further, “class settlements reached prior to formal class certification require a ‘heightened fairness inquiry.’” *MacBook Keyboard Litig.*, No. 18 Civ. 2813 (EJD), 2023 WL 3688452, at \*6 (N.D. Cal. May 25, 2023) (quoting *In re Apple Inc. Device Performance Litig.*, 50 F.4th 769, 783 (9th Cir. 2022)). “When reviewing such a pre-certification settlement, the district court must . . . look for and scrutinize any subtle signs that class counsel have allowed pursuit of their own self-interests . . . to infect the negotiations.” *MacBook Keyboard Litig.*, 2023 WL

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<sup>4</sup> Class member responses are provided as of the date of this Motion. Plaintiffs will provide an update on later responses received, including late-filed claims, at the Final Approval hearing.



3688452, at \*6 (cleaned up). These procedures safeguard class members’ due process rights and enable the Court to fulfill its role as the guardian of class interests. The Settlement satisfies each of these requirements.

**B. The Court Should Certify the Settlement Class**

Class certification under Rule 23 is a two-step process. First, the plaintiff must demonstrate that numerosity, commonality, typicality, and adequacy are met. Fed. R. Civ. P. 23(a). “Class certification is proper only if the trial court has concluded, after a ‘rigorous analysis,’ that Rule 23(a) has been satisfied.” *Wang v. Chinese Daily News, Inc.*, 737 F.3d 538, 542 (9th Cir. 2013) (quoting *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 351 (2011)). A plaintiff must then establish that one of the bases for class certification in Rule 23(b) is met. Here, Plaintiffs must demonstrate that “questions of law or fact common to Class Members predominate over any questions affecting only individual members, and . . . [that] a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3).

On May 16, 2024, the Court preliminarily approved the following Settlement Class definition:

All persons who purchased an Apple App Store & iTunes gift card (an “Eligible Gift Card”) in the United States and its territories from January 1, 2015 to July 31, 2020, provided the redemption code of such Eligible Gift Card to a third party unknown to them who sought the code under false pretenses, and did not receive a full refund or other form of compensation for their complete losses from Apple or any third party.

Prelim. Order ¶ 3; § HH. The Court also approved the categories of individuals excluded from the definition, such as officers, directors, and employees of Apple or its subsidiaries. *Id.*

Nothing has occurred that would change the Court’s previous determination that Plaintiffs have satisfied the requirements of Rule 23. First, pursuant to Rule 23(a)(1), there can be no doubt that numerosity is satisfied as it is undisputed that the class consists of approximately 95,000 known class members for whom Apple had contact information, and additional unknown class members, for a total of approximately 500,000 Settlement Class members based on discovery produced in this case. Joint Decl. ¶ 11. Pursuant to Rule 23(a)(2), there are questions of law or fact common to the class including, *inter alia*: (i) whether Apple was obligated to refund consumers in

1 connection with “false pretenses” gift card scams; (ii) whether Settlement Class members suffered  
 2 resulting losses; and (iii) the manner in which to calculate Settlement Class members’ losses. *See*  
 3 Prelim. Motion, at 12. Plaintiffs’ Class Certification Motion identifies additional questions  
 4 common to all Settlement Class members. *See* Class Cert., at 13-14. Rule 23(a)(3) requires that  
 5 “the claims or defenses of the representative parties are typical of the claims or defenses of the  
 6 class.” Fed. R. Civ. P. 23(a)(3). Here, the proposed class representatives are typical of the  
 7 Settlement Class they seek to represent, and were injured in the same manner as other Settlement  
 8 Class Members, that is, by Apple’s refusal to refund money stolen from them in false pretenses  
 9 gift card scams, and related conduct. Prelim. Motion, at 13; Class Cert., at 14-15. Under Rule  
 10 23(a)(4), neither the proposed class representatives nor Class Counsel have any conflicts of interest  
 11 with any Settlement Class Members, and both have demonstrated their commitment to prosecute  
 12 the action vigorously on behalf of the Class. Joint Decl. ¶ 12.

13 The requirements under Rule 23(b) are also satisfied. Plaintiffs seek certification under  
 14 Rule 23(b)(3), which provides that a class action can be maintained where: (1) the questions of  
 15 law and fact common to members of the class predominate over any questions affecting only  
 16 individuals; and (2) the class action mechanism is superior to the other available methods for the  
 17 fair and efficient adjudication of the controversy. *Noll v. eBay, Inc.*, 309 F.R.D. 593, 604 (N.D.  
 18 Cal. 2015). Here, each proposed class representative alleged that they, and all Settlement Class  
 19 Members, were subjected to the same alleged conduct in connection with “false pretenses” App  
 20 Store and iTunes-gift card scams conducted by third parties. Prelim. Motion, at 11-12, 14-15. Thus,  
 21 common questions can be resolved for all members of the proposed Settlement Class in a single  
 22 adjudication. *Id.* In addition, the class action mechanism is superior for resolving this matter given  
 23 the size of the proposed class weighed against the expense and burden of individual actions.<sup>5</sup>

24  
 25 \_\_\_\_\_  
 26 <sup>5</sup> “[I]n the context of settlement, the other requirements of Rule 23(b)(3) such as ‘the desirability  
 27 or undesirability of concentrating the litigation of the claims in the particular forum’ and ‘the likely  
 28 difficulties in managing a class action[]’ *see* Fed. R. Civ. P. 23(b)(3)(C)-(D), ‘are rendered moot

Because Plaintiffs satisfy the requirements of Rule 23(a)-(b), the Court should grant final certification of the Settlement Class. *See* Newberg & Conte, 2 Newberg on Class Actions § 11.28 at 11-57 (3d ed. 1992) (noting the requirements of Rule 23 are “more readily satisfied in the settlement context, where the circumstances are less complex,” than if the class was intended for actual litigation).

### C. The Court Should Grant Final Approval of the Settlement

Rule 23(e) requires the district court to determine whether a proposed settlement is “fair, reasonable, and adequate.” *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 944 (9th Cir. 2015). To assess the fairness of a class settlement, Ninth Circuit courts consider a number of factors, including: (1) the strength of the plaintiffs’ case; (2) the risk, expense, complexity, and likely duration of future litigation; (3) the risk of maintaining class action status throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental participant; and (8) the reaction of class members to the proposed settlement. *Id.* (citing *Churchill Vill., LLC v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004)).

This Court previously made a preliminary determination that the Settlement satisfies each of the requirements of Rule 23(e)(2). *See* Prelim. Order ¶ 2. There is no reason to depart from the Court’s preliminary conclusion that the proposed Settlement is fair, adequate, and reasonable.

#### 1. The Proposed Settlement Provides A Substantial Recovery, Taking Into Account the Risks and Benefits of Continued Litigation

This class action was at the highest end of the risk scale. Class Counsel stepped into a void by pursuing this case when no governmental or law enforcement entity had ever pursued recovery for gift card scam victims. In fact, to date, neither Apple nor any other gift card issuer has ever been sanctioned or held liable for the type of conduct at issue here.

\_\_\_\_\_ and are irrelevant.” *Spann v. JC Penney Corp.*, 314 F.R.D. 312, 323 (C.D. Cal. 2016) (quoting *Barbosa v. Cargill Meat Sols. Corp.*, 297 F.R.D. 431, 444 (E.D. Cal. 2013); *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997)).

1 The result achieved through this class action and the Settlement is outstanding in light of  
 2 that level of risk. Joint Decl. ¶ 13. Each Settlement Class Member who submitted a valid claim is  
 3 eligible to recover the full amount of the face value of the Eligible Gift Card(s), less any amounts  
 4 the Settlement Class Member has already been refunded, cashed out, or received in compensation  
 5 from any source. *Id.*; § 2.2. In other words, all Settlement Class Members who submit valid claims  
 6 will be eligible to recover the full amount they lost in the scam. *See* Prelim. Motion, at 5. Indeed,  
 7 preliminary settlement claims data confirms that Settlement Class Members who submit valid  
 8 claims will almost certainly be paid at 100% of their claimed damages. Peak Decl. ¶ 31.

9 The case remained extraordinarily risky at the time of settlement. Certain claims had been  
 10 sustained, but there is a marked difference between alleging facts which are taken as true and  
 11 considered in a light favorable to plaintiffs, and proving those facts based on the total mix of  
 12 information gleaned in discovery. *See Thomas v. Dun & Bradstreet Credibility Corp.*, No. 15 Civ.  
 13 3194, 2017 WL 11633508, at \*11 (C.D. Cal. Mar. 22, 2017) (recognizing that, although the court  
 14 denied defendants’ motion to dismiss, plaintiffs’ case “did not answer many of these legal  
 15 questions, which likely would have been raised by Defendant in future dispositive motions” and  
 16 plaintiff “faced the risk of not prevailing had the case progressed to trial.”).

17 Further, and critically, at the time of settlement, no class had been certified. Class  
 18 certification entails a rigorous analysis and some consideration of the merits. *Wal-Mart Stores,*  
 19 *Inc.*, 564 U.S. at 351. The Court may ultimately have determined that class certification was  
 20 unwarranted. And even if a class were certified, class members may have lost at summary  
 21 judgment based on Apple’s defenses, which are predicated in part on the fact that the scammers  
 22 are third parties. And even if Plaintiffs obtained class certification for trial and successfully  
 23 opposed any motion for summary judgment, and even if Plaintiffs successfully proved liability at  
 24 trial, Plaintiffs’ recovery could have been adversely affected by the uncertain and conflicting  
 25 perspectives regarding the existence and amount of damages. *See Pulaski & Middleman, LLC v.*  
 26 *Google, Inc.*, 802 F.3d 979, 989 (9th Cir. 2015) (the fact that the amount of damages may not be  
 27 susceptible of exact proof or may be uncertain, contingent, or difficult of ascertainment does not  
 28

1 bar recovery). In sum, it is far from certain that the Court would ultimately certify a litigation class,  
 2 deny Apple’s motion for summary judgment, or find that Plaintiffs are entitled to any damages.

3 Like other cases in this district where settlements have been approved, this Settlement  
 4 constitutes a substantial percentage of projected recoverable damages; approximately 21%. *See*  
 5 ECF No. 266 at 18. *See also Liney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1242 (9th Cir. 1998)  
 6 (noting that “the fact that a proposed settlement may only amount to a fraction of the potential  
 7 recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and  
 8 should be disapproved”) (citation omitted); *Schaffer v. Litton Loan Servicing, LP*, No. 05 Civ.  
 9 7673, 2012 WL 10274679, at \*11 (C.D. Cal. Nov. 13, 2012) (“Estimates of a fair settlement figure  
 10 are tempered by factors such as losing at trial, the expense of litigating the case, and the expected  
 11 delay in recovery (often measured in years)”; *Roe v. Frito-Lay, Inc.*, No. 14 Civ. 0751, 2016 WL  
 12 4154850, at \*7 (N.D. Cal. Aug. 5, 2016) (noting that “the risks and costs associated with class  
 13 litigation weigh strongly in favor of settlement” where “Plaintiff would [have been] required to  
 14 successfully move for class certification under Rule 23, survive summary judgment, and receive a  
 15 favorable verdict capable of withstanding a potential appeal”).

16 Given the disputes that would inevitably lie ahead, including class certification and  
 17 summary judgment, and given Apple’s vigorous arguments as to the merits and damages, it is not  
 18 an overstatement to say that Plaintiffs faced significant risk at the time of settlement. In  
 19 comparison, the Settlement provides a guaranteed cash payment of \$35 million—a substantial  
 20 portion of the estimated total losses of the Settlement Class.

## 21 2. The Stage of the Proceedings and the Discovery Completed Support the 22 Settlement

23 In a class action setting, courts look for indications that the parties carefully investigated  
 24 the claims before reaching a resolution, including propounding and reviewing discovery. *In re*  
 25 *Volkswagen “Clean Diesel” Mktg., Sales, Practices, & Prods. Liab. Litig.*, MDL No. 2672, 2016  
 26 WL 6248426, at \*14 (N.D. Cal. Oct. 25, 2016) (“[E]xtensive review of discovery materials  
 27 indicates [Plaintiffs have] sufficient information to make an informed decision about the  
 28

Settlement. As such, this factor favors approving the Settlement”); *see also In re Portal Software Sec. Litig.*, No. 03 Civ. 5138, 2007 WL 4171201, at \*4 (N.D. Cal. Nov. 26, 2007).

Here, Class Counsel engaged in extensive research, litigation, and analysis of the Settlement Class’s claims. By the time the FAC claims were sustained, Plaintiffs had been aggressively pursuing discovery from Apple for more than 18 months through multiple requests for production of documents and interrogatories, dozens of intensive meet and confers, and discovery motion practice. Joint Decl. ¶ 6. Discovery continued for nearly an additional year after that point. Apple produced and Class Counsel reviewed over 680,000 pages of fact-related materials. *Id.* Apple also produced, and Class Counsel reviewed, several voluminous files of sample and classwide electronic data, including data on the purchase, redemption, and spending of gift cards subject to scams, as well as data relating to reports of scams by consumers. Plaintiffs took ten (10) Apple depositions, defended five (5) Plaintiff depositions, subpoenaed documents from third-parties, and engaged in multiple discussions concerning the subpoenas with third-parties, as well as collected and reviewed documents in connection with the subpoenas. *Id.* These discovery efforts allowed Plaintiffs to adequately evaluate the merits of their claims.

Moreover, the Parties engaged in an all-day mediation and received a reasonable assessment of the strengths and weaknesses of their case and a mediator’s proposal. Joint Decl. ¶ 7. Thus, Class Counsel and Plaintiffs had sufficient bases to make informed decisions about the relative merits of the case and the fairness of the settlement.

### 3. The Proposed Settlement is the Product of a Mediator’s Proposal and is Supported by Experienced Counsel

Courts recognize that the opinion of experienced counsel supporting settlement after vigorous arm’s-length negotiations is entitled to considerable weight. *See Ellis v. Naval Air Rework Facility*, 87 F.R.D. 15, 18 (N.D. Cal. 1980), *aff’d*, 661 F.2d 939 (9th Cir. 1981) (“the fact that experienced counsel involved in the case approved the settlement after hard-fought negotiations is entitled to considerable weight”); *Spann*, 314 F.R.D. at 323-24. Courts also recognize that agreements based upon a mediator’s proposal demonstrate non-collusive conduct. *See Ebarle v. Lifelock, Inc.*, No. 15 Civ. 0258, 2016 WL 234364, at \*6 (N.D. Cal. Jan. 20, 2016)

(finding that acceptance of a mediator’s proposal following mediation sessions “strongly suggests the absence of collusion or bad faith”); *see also In re Portal Software, Inc. Sec. Litig.*, 2007 WL 1991529, at \*6. The use of an experienced mediator is an “important factor” supporting a finding that this requirement is satisfied. *In re Banc of Cal. Sec. Litig.*, No. 17 Civ. 0118, 2019 WL 6605884, at \*2 (C.D. Cal. Dec. 4, 2019); *Todd v. STAAR Surgical Co.*, No. 14 Civ. 5263, 2017 WL 4877417, at \*2 (C.D. Cal. Oct. 24, 2017).

Here, the Parties actively and aggressively litigated the Action, and Class Counsel conducted an extensive investigation into the prosecution of the alleged claims. Joint Decl. ¶ 6. Class Counsel also engaged in a rigorous negotiation process with Apple’s counsel, and fully considered and evaluated the fairness of the Settlement to the Settlement Class. *Id.* ¶ 7. The Parties’ settlement negotiations were protracted and hard-fought and included the determined assistance of an experienced mediator. *Id.* The Parties submitted mediation statements and attended a full-day in-person mediation before Randall W. Wulff, Esquire on July 28, 2023. *Id.* The Parties gave detailed and thoughtful presentations of their respective positions and Mr. Wulff gave the Parties a reasonable assessment of the strengths and weaknesses of their respective cases. *Id.* It was only after intense discussions and a mediator’s proposal that the Parties were ultimately able to reach an agreement. *Id.* It then took several months of further negotiations before the Parties agreed on the final terms of the Settlement Agreement. *Id.*

Throughout the Action and settlement negotiations, Apple has been vigorously represented by two renowned national law firms; first by Jenner & Block LLP, and then by Weil Gotshal & Manges LLP, their representation being no less rigorous than Class Counsel’s representation of the Settlement Class. Because the Settlement is the product of serious, informed, and non-collusive negotiations among experienced counsel and the product of a mediator’s proposal, it deserves final approval. *See Villegas v. J.P. Morgan Chase & Co.*, No. 09 Civ. 0261, 2012 WL 5878390, at \*6 (N.D. Cal. Nov. 21, 2012) (noting that private mediation “tends to support the conclusion that the settlement process was not collusive”); *see also* Preliminary Approval Motion, ECF No. 266 at 16 (explaining why the Settlement easily survives the “heightened scrutiny” search for signs of self-dealing).



**D. The Proposed Plan of Allocation is Fair, Reasonable, and Adequate**

“Approval of a plan for the allocation of a class settlement fund is governed by the same legal standards that are applicable to approval of the settlement; the distribution plan must be ‘fair, reasonable, and adequate.’” *In re Citic Acid Antitrust Litig.*, 145 F. Supp. 2d 1152, 1154 (N.D. Cal. 2001) (citations omitted). When allocating funds, “[i]t is reasonable to allocate the settlement funds to class members based on the extent of their injuries or the strength of their claims on the merits.” *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1045-46 (N.D. Cal. 2008) (citations omitted) (approving securities class action settlement allocation on a “per-share basis”); *Four in One Co., Inc. v. S.K. Foods, L.P.*, No. 08 Civ. 3017, 2014 WL 4078232, at \*15 (E.D. Cal. Aug. 14, 2014) (approving “plan of allocation providing for a pro rata distribution of the net settlement fund based on verified claimants’ volume of qualifying purchase” as “fair, adequate, and reasonable.”).

Here, as discussed, the Settlement Class will receive a non-reversionary Settlement of \$35 million and each Settlement Class Member submitting a valid claim will be eligible to recover the full amount of their losses, and will receive that amount unless the funds available to pay claims must be reduced pro rata, which will occur only if the funds available to pay claims (*i.e.*, the funds remaining after all notice and administration expenses, any attorneys’ fees and costs, and any service awards are paid) are less than the total value of valid claims by eligible Settlement Class Members. § 2.2. Based on a preliminary assessment of these factors, a pro rata reduction is highly unlikely to occur. If any Unclaimed Settlement Amount remains, then the Parties will meet and confer to discuss a proposal to present to the Court regarding a *cy pres* distribution. § 2.4; Joint Decl. ¶ 14. In no event would any of the Unclaimed Settlement Amount revert to Apple. § 2.4; Joint Decl. ¶ 14. This plan of allocation is consistent with both the case law set forth in the paragraph above and the case law set forth in the section relating to *cy pres* relief, below.

**E. The Proposed Attorneys’ Fee Award is Reasonable**

The terms of any proposed attorneys’ fee award, including the timing of payment, is a factor requiring analysis under Rule 23(e)(2)(C). As set forth in Plaintiffs’ Motion for Attorneys’ Fees, Expenses, and Service Awards, Class Counsel seeks attorneys’ fees of just under one third



of the non-reversionary \$35 million Settlement Fund, or \$11.65 million, and unreimbursed litigation expenses totaling \$546,657.27. Plaintiffs incorporate by reference all arguments in the Motion for Attorneys’ Fees, Expenses, and Service Awards and Reply in Support of Plaintiffs’ Motion. ECF Nos. 273, 279. Critically, no Settlement Class Member objected to the Settlement or the attorneys’ fee request. Only Apple argues that the Court should reduce the requested fee. ECF No. 275. Class Counsel respectfully submits, however, that Apple lacks standing to seek a reduction. ECF No. 279. In addition to the absence of class member objections, it is also important to reiterate that this case involved no governmental action, untested facts, and highly novel application of legal theories to those facts, all against one of the world’s largest and most sophisticated corporate entities—Apple—which has virtually endless resources and highly skilled attorneys. ECF Nos. 273, 279.

#### **F. The Class Members’ Positive Reaction Favors Final Approval**

The Court should consider the reaction of class members to the proposed settlement when determining the Settlement’s fairness. *Churchill Vill., LLC*, 361 F.3d at 575. “It is established that the absence of a large number of objections to a proposed class action settlement raises a strong presumption that the terms of a proposed class action are favorable to the class members.” *Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 529 (C.D. Cal. 2004) (collecting cases); *see also In re Fleet/Norstar Sec. Litig.*, 935 F. Supp. 99, 107 (D.R.I. 1996).

While the notice program reached a large volume of Settlement Class Members, **no objections** to the settlement have been filed and **only one** request for exclusion has been received—the deadline to object to or be excluded from the settlement was October 15, 2024. Peak Decl. ¶¶ 34-35. Courts view similar responses by settlement classes as support for approving settlements, even where the claims rate is lower than the at least 2% claims rate for known claimants here. *See, e.g., In re Packaged Ice Antitrust Litig.*, No. 08 MD 1952, 2011 WL 6209188, at \*14 (E.D. Mich. Dec. 13, 2011) (approving settlement where the claims rate was just under 1% of the total number of notices because few class members sought exclusion and no objections were filed); *Schneider v. Chipotle Mexican Grill, Inc.*, 336 F.R.D. 588, 599 (N.D. Cal. 2020) (approving settlement with 0.83% claims rate where only one class member sought to be excluded and the

only objection filed was solely concerned with attorney's fees); *In re Carrier IQ, Inc., Consumer Priv. Litig.*, No. 12 MD 2330, 2016 WL 4474366, at \*4 (N.D. Cal. Aug. 25, 2016) (approving settlement with 0.14% response rate where the "number of objections and opt-outs is small.").

**G. The Court-Approved Notice Program Satisfies Due Process and Adequately Provided Notice to Class Members**

Before final approval of a class action settlement, the Court must find that class members were notified in a reasonable manner. Fed. R. Civ. P. 23(e)(1). When a settlement class is certified under Rule 23(b)(3), a class member must receive "the best notice that is practicable under the circumstances." Fed. R. Civ. P. 23(b)(3). The notice program cannot "systematically leave any group without notice." *Officers for Just. v. Civil Serv. Comm'n of City & Cty. of S.F.*, 688 F.2d 615, 624 (9th Cir. 1982). The notice of settlement must describe "the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard." *Lane v. Facebook, Inc.*, 696 F.3d 811, 826 (9th Cir. 2012). The notice plan must ultimately comply with due process requirements. *Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 963 (9th Cir. 2009). Here, the Court-approved notice plan, proposed by Plaintiffs in their Preliminary Approval Motion (ECF No. 266) and approved by the Court in its Preliminary Approval Order (ECF No. 269), provided the best notice practicable under the circumstances of this case, satisfied due process, and met the "reasonably certain to inform" due process communications standard of *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950). Peak Decl. ¶¶ 38-40. In addition, the notice plan conformed to all aspects of the Federal Rules of Civil Procedure 23. *Id.* KCC estimates that the notice program, as implemented, reached more than 85% of the Class, on average, 2.8 times each, through the direct and indirect (media) notice efforts described in Section II.E. *Id.* ¶ 38. Coverage was further enhanced through the press release, organizational outreach, and reminder notice. *Id.* This reach percentage is consistent with other effective court-approved notice programs and meets the 70-95% reach standard set forth in the Federal Judicial Center's *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* and comports with the guidance for effective notice articulated in the *Manual for Complex Litigation*,

1 *Fourth*, and the FJC Checklist, which considers 70% reach among class members to be a “high  
2 percentage” and reasonable. *Id.* ¶¶ 39-40.

### 3 1. The Approved Notice Plan Was Implemented

4 As set forth in the accompanying Declaration of the Court-approved Settlement  
5 Administrator, since the entry of the Preliminary Approval Order, KCC has: (i) caused Email  
6 Notice to be emailed to 81,666 valid email addresses on the Class List; (ii) caused Mail Notice to  
7 be printed and mailed to the 15,874 names and mailing addresses on the Class List; (iii) caused to  
8 be emailed 76,684 Email Reminders to Class Members who had not yet submitted a Claim Form;  
9 (iv) caused to be mailed 95,062 Reminder Postcards to Class Members who had not yet submitted  
10 a Claim Form; (v) caused a press release to be distributed nationally and published the notice in  
11 three media outlets; (vi) created and managed the Settlement website; (vii) created and managed  
12 an email mailbox; (viii) obtained and managed the toll-free number; and (ix) obtained and managed  
13 a P.O. box address. *See* Peak Decl. ¶¶ 9-28. The Settlement Website provides information to  
14 potential Settlement Class Members about the litigation and Settlement, contains links to important  
15 settlement documents, and allows Settlement Class Members to file claims electronically. *Id.* ¶ 24  
16 & Exs. J-L. The toll-free line, available 24 hours a day, 7 days a week, is dedicated to answering  
17 Settlement Class Member questions. *Id.* ¶ 27.

18 KCC and Class Counsel have undergone extensive efforts to ensure all individuals who  
19 wished to file a claim were able to do so. KCC has received and responded to 1,584 calls to the  
20 toll-free line, 239 emails sent to the email mailbox, and 43 pieces of mail correspondence sent to  
21 the P.O. box. *Id.* ¶¶ 26-28. Additionally, Class Counsel have also responded to dozens of inquiries  
22 from potential Settlement Class Members regarding how and where to submit Claim Forms. Joint  
23 Decl. ¶ 9. Class Counsel have answered questions by email and phone, provided potential  
24 settlement Class Members with the Settlement Website, and worked with KCC to effectively  
25 resolve any issues encountered by Settlement Class Members. *Id.*

### 26 2. The Notice Plan Satisfies Due Process

27 Under Rule 23(c)(2)(B), settlement notice must be “the best notice that is practicable under  
28 the circumstances, including individual notice to all members who can be identified through

reasonable effort.” *See* Fed. R. Civ. P. 23(e)(1) (“[t]he court must direct notice in a reasonable manner to all class members who would be bound by the propos[ed settlement].”). Notice “must generally describe[] the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard.” *Lane*, 696 F.3d at 826 (citation omitted).

Due process also requires the best notice that is practicable under the circumstances. *See Rodriguez*, 563 F.3d at 963. It does not require actual notice to each and every class member. *Briseno v. ConAgra Foods, Inc.*, 844 F.3d 1121, 1128 (9th Cir. 2017) (“neither Rule 23 nor the Due Process Clause requires actual notice to each individual class member”). Courts recognize that “it might be *impossible* to identify some class members for purposes of actual notice.” *Mullins v. Direct Digit., LLC*, 795 F.3d 654, 665 (7th Cir. 2015) (emphasis in original).

Here, the notice program was designed to reach all known class members directly via email and U.S. Mail, and also included a significant investment in publication notice, including a press release, organization outreach, digital notice, and print publication (“Class Notice”). The notices approved by the Court make all the information required under Rule 23(c)(2)(B) available to Settlement Class Members, including: (1) the nature, history, and status of the Action; (2) the definition of the Settlement Class and who is excluded from it; (3) the reasons the Parties propose the Settlement; (4) the Settlement Amount; (5) the estimated payment per individual; (6) the Settlement Class’s claims and issues; (7) the Parties’ disagreement over damages and liability; (8) the amount of the proposed Service Awards for Named Plaintiffs; (9) the plan for allocating the Settlement proceeds to the Settlement Class; and (10) the date, time, and place of the Final Hearing. *See* Peak Decl., Exs. C-L. The Class Notice also satisfies the requirements of Rule 23(h)(1), as it notifies Settlement Class Members that Class Counsel will apply to the Court for attorneys’ fees as a percentage of the Settlement and reimbursement of litigation expenses, and its impact on Settlement Class Members. *Id.* ¶¶ J-L. The Class Notice complies with Rule 23(e)(5) in that it discusses the rights Settlement Class Members have concerning the Settlement. *Id.* It also includes information on a Settlement Class Member’s right to: (1) request exclusion and the manner for submitting such a request; (2) object to the Settlement, or any aspect hereof, and the manner for

1 filing an objection; and (3) participate in the Settlement and instructions on how to complete and  
 2 submit a Claim Form to the Settlement Administrator. *Id.* When the deadline to file a claim was  
 3 extended as a result of the supplemental reminder notice, both the notices and website were  
 4 updated to reflect the new date. *Id.* Finally, the Class Notice provides contact information for  
 5 Class Counsel and the postal address for the Court. *Id.* The Class Notice thus conveys all  
 6 information necessary for class members to make informed decisions relating to the Settlement, it  
 7 meets the requirements of Rule 23(c)(2)(B) and 23(e)(1), and is consistent with the Northern  
 8 District’s Procedural Guidance for Class Action Settlements. As the Court found in its Preliminary  
 9 Approval Order, this notice plan was the best practicable notice under the circumstances of this  
 10 case. ECF No. 269; Peak Decl. ¶ 40.

11 The notice program approved by this Court and implemented by KCC also satisfies due  
 12 process. Peak Dec. ¶ 40; *see, e.g., Online DVD-Rental*, 779 F.3d at 941, 946 (notice was first  
 13 emailed and then sent via U.S. mail to class members whose email addresses generated bounce-  
 14 back messages); *McCrary v. The Elations Co.*, No. 13 Civ. 0242, 2016 WL 769703, at \*7 (C.D.  
 15 Cal. Feb. 25, 2016) (notice was sent via U.S. mail and email); *Briseno*, 844 F.3d at 1129 (“[N]otice  
 16 by publication . . . on a website . . . is sufficient to satisfy due process.”). Indeed, this Court has  
 17 previously approved similar notice programs whereby email was the primary notice vehicle, *In re*  
 18 *Magsafe Apple Power Adaptor Litig.*, No. 91 Civ. 1911 (EJD), 2015 WL 428105, at \*10 (N.D.  
 19 Cal. Jan. 30, 2015) (emails sent to over 5 million class members), and courts routinely find that  
 20 comparable notice procedures meet the requirements of due process and Rule 23. *See Williamson*  
 21 *v. McAfee, Inc.*, No. 14 Civ. 0158 (EJD), 2016 WL 4524307, at \*7-8 (N.D. Cal. Aug. 30, 2016);  
 22 *Russell v. Kohl’s Dep’t Stores, Inc.*, No. 15 Civ. 1143, 2016 WL 6694958, at \*5 (C.D. Cal. Apr.  
 23 11, 2016).

### 24 3. The Notice Plan Adequately Addresses the Risk of Fraud

25 It is elemental that settlement funds must be protected from fraud so that they can be  
 26 distributed to legitimate class members and, if funds remain, to *cy pres* recipients serving the  
 27 interests of the settlement class. The notice plan designed by the Parties, approved by the Court,  
 28 and implemented by the Settlement Administrator adequately addresses the risk of fraudulent

1 claims, which is higher than normal in this case because the underlying facts involve fraud by third  
2 parties, some of whom were sure to learn of the settlement and file fraudulent claims. The direct  
3 notices sent to known claimants whose contact information appears in Apple’s records, whether  
4 sent via email or U.S. mail, all contain a unique Claim ID and PIN for that known claimant. Peak  
5 Decl. ¶ 33. When the Claim ID and PIN are entered using the Settlement Website, or shared with  
6 the Settlement Administrator, the claim form that is generated contains options to submit  
7 attestations—rather than documentation such as register receipts and police reports—as both proof  
8 of purchase and proof that the claimant was a victim of the type of fraud. *Id.* Thus, claimants who  
9 are known to the Parties and able to attest to purchase and fraud need not upload documents to the  
10 Settlement Website or mail them in with a paper claim. However, claimants who did not receive  
11 direct notice and instead learned of the Settlement via publication notice (“unknown claimants”)  
12 must submit documentation to prove that they were victims of a gift card scam and the amount lost  
13 in that scam. *Id.* The information required by the Settlement Agreement, and implemented through  
14 the notice program, will allow KCC to determine whether unknown claimants are eligible to  
15 participate in the Settlement and whether the amounts they have claimed are accurate. § 6. “[T]here  
16 is nothing unfair about requiring a claimant to meet the eligibility requirements for a particular  
17 benefit.” *In re Equifax Inc. Customer Data Sec. Breach Litig.*, No. 17 MD 2800, 2020 WL 256132,  
18 at \*30 (N.D. Ga. Mar. 17, 2020) (citing MANUAL FOR COMPLEX LITIGATION (Fourth) § 21.66  
19 (“Class members must usually file claims forms providing details about their claims and other  
20 information needed to administer the settlement.”)). The notice program adequately addressed the  
21 risk of fraud by distinguishing between known and unknown claimants, and requiring specific  
22 documentation of unknown claimants. Peak Decl. ¶ 33. However, even if a high percentage of the  
23 claims submitted are ultimately determined to be fraudulent, final approval will be appropriate, as  
24 Courts have found that a high number of thwarted fraudulent claims pose no barrier to final  
25 approval. *See In re Juul Labs, Inc., Mktg., Sales Pracs., & Prod. Liab. Litig.*, No. 19 MD 2913,  
26 2024 WL 1122420, at \*2 (N.D. Cal. Mar. 14, 2024) (approving settlement where court expected  
27 that less than 20% of the submitted claims were valid).

1                   4.       The Claims Rate Supports Final Approval

2           While the total number of valid claims is not yet known because KCC is still evaluating  
3 the 49,130 timely-filed claim forms and supporting documentation for fraud and other deficiencies,  
4 it is clear that at least 2% of known claimants submitted valid claims. Peak Decl. ¶ 30. This is  
5 within the range approved by the courts, as discussed below. Moreover, to the extent the claims  
6 rate ultimately falls in the lower end of the range for consumer cases, that is an expected function  
7 of the nature of the claims and the nature of the Settlement Class here, rather than an indication  
8 that the robust notice program was inadequate in any way. The notice program here was carefully  
9 developed by Class Counsel and the Claims Administrator—with ample input from Apple, which  
10 was highly cooperative in providing information and input needed to maximize efforts to reach the  
11 Class. Joint Decl. ¶ 8. The notice program was highly effective, as demonstrated by the number of  
12 impressions generated, the number of visits to the Settlement Website, and the numbers of phone  
13 calls and emails made to the Settlement Administrator. Peak Decl. ¶¶ 22, 24, 26-27. There is no  
14 indication that a large number of emails bounced back; quite the opposite. *Id.* ¶¶ 14, 18. Nor is  
15 there any indication that a large number of mailings were returned; again, quite the opposite. *Id.*  
16 ¶¶ 9-12. Finally, the Publication Notice was broad and sweeping, going to several sources designed  
17 to have the widest possible reach, while focusing on the known characteristics of the Settlement  
18 Class. *Id.* ¶¶ 19-23.

19           Indeed, not a single Class member has raised any objections to the notice program. *Id.* ¶ 35.  
20 There was only one opt-out, and that individual said nothing about the notice program. *Id.* ¶ 34.  
21 And, as a “belt and suspenders” tool to maximize notice, the Parties agreed to go above and beyond  
22 by issuing a reminder notice. *Id.* ¶¶ 15-18.

23           A relatively low claims rate would not be surprising under the circumstances. Settlement  
24 Class Members were vulnerable scam victims and many of them were elderly. FAC ¶ 64; Class  
25 Cert. at 1. The scams at issue occurred between 2015 and 2020, and thus victims who were elderly  
26 at the time have aged further and some have surely passed away. Moreover, many victims who did  
27 not contact Apple—and thus are not eligible to attest to their membership in the Settlement  
28 Class’—neither kept the gift cards they purchased or their receipts nor obtained police reports.



1 Accordingly, not only are these victims ineligible to recover under the Settlement due to the  
 2 necessary fraud-prevention features of the notice plan (see above), but they would also be unable  
 3 to prove their claims in Court today. Joint Decl. ¶ 10.

4 Final approval has consistently been granted in cases with claims rates below 2%—a  
 5 threshold already met here. For example, in *Schneider*, 336 F.R.D. at 599, the court approved a  
 6 settlement with a 0.83% claims rate. *Id.* Despite being lower than the 1-2% claims rate anticipated  
 7 by class counsel, the rate was still “on par with other consumer cases, and does not otherwise  
 8 weigh against approval.” *Id.* In fact, the court not only granted final approval in that case, but also  
 9 granted class counsel’s request for attorneys’ fees of 30% of the settlement fund. *Id.* at 600. Indeed,  
 10 courts have found a claims rate under 1% “while not ideal, is not necessarily indicative of a  
 11 deficient notice plan” as “[i]t [was] apparent that many class members received notice, but opted  
 12 not to participate for any number of reasons.” *Pollard v. Remington Arms Co., LLC*, 896 F.3d 900,  
 13 906-07 (8th Cir. 2018) (affirming the district court’s approval of settlement with a 0.29% claims  
 14 rate); *see also In re Yahoo! Inc. Customer Data Sec. Breach Litig.*, No. 16 MD 02752, 2020 WL  
 15 4212811, at \*20 (N.D. Cal. July 22, 2020), *aff’d*, No. 20-16633, 2022 WL 2304236 (9th Cir. June  
 16 27, 2022) (0.6% claims rate); *Bostick v. Herbalife Int’l of Am., Inc.*, No. 13 Civ. 2488, 2015 WL  
 17 12731932, at \*27 (C.D. Cal. May 14, 2015) (in a case with a “response rate of less than 1%” the  
 18 court acknowledged that “[m]any courts have found that the class response rate is not a touchstone  
 19 of the adequacy of the notice”); *see also In re Serzone Prods. Liab. Litig.*, 231 F.R.D. 221, 236  
 20 (S.D. W. Va. 2005) (“the adequacy of notice is measured by whether notice reached [c]lass  
 21 [m]embers and gave them an opportunity to participate, not by actual participation.”); *In re Carrier*  
 22 *IQ, Inc., Consumer Priv. Litig.*, 2016 WL 4474366, at \*3 (0.14% response rate including both  
 23 timely and untimely claims); *Fraley v. Facebook, Inc.*, 966 F. Supp. 2d 939, 941 (N.D. Cal. 2013)  
 24 (0.4% claims rate); *In re Target Corp. Customer Data Sec. Breach Litig.*, No. 14 MD 2522, 2017  
 25 WL 2178306, at \*1-2 (D. Minn. May 17, 2017), *aff’d*, 892 F.3d 968 (8th Cir. 2018) (approximately  
 26 0.23% claims rate); *Bostick*, 2015 WL 12731932, at \*27 (“response rate of less than 1%”);  
 27 *Poertner v. Gillette Co.*, No. 12 Civ. 0803, 2014 WL 4162771 (M.D. Fla. Aug. 21, 2014), *aff’d*,  
 28 618 F. App’x 624 (11th Cir. 2015) (0.76% claims rate).



## 1 H. The Parties Will Identify Appropriate *Cy Pres* Recipients

2 After completion of the claims administration process, the Parties will determine the  
 3 amount of unclaimed funds and will meet and confer on appropriate *cy pres* recipients. § 2.4. No  
 4 Class member has objected to the distribution of unclaimed funds to *cy pres* recipients. Peak Decl.  
 5 ¶ 35. In fact, distribution to *cy pres* recipients constitutes important and valuable consideration to  
 6 a settlement class as it directly and indirectly benefits the interests of the class. The parties here  
 7 are currently meeting and conferring on appropriate *cy pres* recipients, consistent with the standard  
 8 set forth by the Ninth Circuit in *Lane v. Facebook, Inc.*, 696 F.3d 811, 821-22 (9th Cir. 2012) and  
 9 applied by this Court in *In re Google Location Hist. Litig.*, No. 18 Civ. 5062 (EJD), 2024 WL  
 10 1975462, at \*7 (N.D. Cal. May 3, 2024). Courts have approved settlement terms and allocation  
 11 plans in class actions similar to those the Parties are entering into here, including where a  
 12 significant portion of the parties' settlement could go to *cy pres*. *See Smith v. Keurig Green*  
 13 *Mountain, Inc.*, No. 18 Civ. 6690, 2023 WL 2250264, at \*2 (N.D. Cal. Feb. 27, 2023) (approving  
 14 \$10 million non-reversionary settlement of UCL/CLRA class action awarding funds unclaimed by  
 15 class members to *cy pres* recipients where only \$3.5 million would be distributed to class  
 16 members); *see also In re LivingSocial Mktg. & Sales Prac. Litig.*, 298 F.R.D. 1, 14 (D.D.C. 2013)  
 17 (approving settlement distributing \$2.5 million to *cy pres* recipients and \$1.9 million to class  
 18 members); *In re Dep't of Veterans Affairs (VA) Data Theft Litig.*, 653 F. Supp. 2d 58, 61 (D.D.C.  
 19 2009) (approving settlement likely distributing more than \$14 million to *cy pres* recipients and  
 20 \$2.1 million to class members). Additionally, this Court has approved settlements where the  
 21 entirety of the fund was awarded to *cy pres* recipients. *In re Google Location Hist. Litig.*, 2024  
 22 WL 1975462, at \*2 (approving \$62 million non-reversionary settlement where fund was awarded  
 23 to *cy pres* recipients without distributions to class members); *In re Netflix Priv. Litig.*, No. 11 Civ.  
 24 0379 (EJD), 2013 WL 1120801, at \*1 (N.D. Cal. Mar. 18, 2013) (approving \$9 million non-  
 25 reversionary settlement where fund was awarded to *cy pres* recipients without distributions to class  
 26 members).

1 **IV. CONCLUSION**

2 For the reasons discussed herein, Plaintiffs respectfully request that this Court: (i) grant  
3 final certification of the Settlement Class under Rules 23(a) and 23(b)(3); (ii) grant final approval  
4 of the proposed Settlement reached between Plaintiffs and Apple under Rule 23(e); (iii) find that  
5 the proposed plan of allocation is fair, reasonable, and adequate, (iv) find that notice has been  
6 conducted in accordance with the Court-approved notice plan and due process; and (v) dismiss  
7 with prejudice Plaintiffs' and Settlement Class Members' claims against Defendants.

1 Dated: November 12, 2024

Respectfully submitted,

2 **KIRBY McINERNEY LLP**

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*Attorneys for Plaintiffs and the Class*

**CERTIFICATE OF SERVICE**

I, Anthony F. Fata, certify that on November 12, 2024 the foregoing document entitled PLAINTIFFS’ NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF was filed electronically in the Court’s ECF; thereby upon completion the ECF system automatically generated a “Notice of Electronic Filing” as service through CM/ECF to registered e-mail addresses of parties of record in this case.

/s/ Anthony F. Fata  
ANTHONY F. FATA

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8  
9 **IN THE UNITED STATES DISTRICT COURT**  
10 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
11 **SAN JOSE DIVISION**

12 CARL BARRETT, et al.,

13 Plaintiffs,

14 v.

15 APPLE, INC., et al.,

16 Defendants.

Case No. 5:20-cv-04812-EJD

**JOINT DECLARATION IN SUPPORT  
OF PLAINTIFFS' MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Judge: Hon. Edward J. Davila  
Courtroom: 4, 5th Floor  
Date: December 12, 2024  
Time: 9:00 a.m.

18 We, Nyran Rose Rasche, Anthony F. Fata, and Joseph P. Guglielmo, on behalf of our  
19 respective firms ("Class Counsel"), submit this Joint Declaration and declare under penalty of  
20 perjury pursuant to 28 U.S.C. § 1746 as follows:

21 1. I, Nyran Rose Rasche, am a partner at the law firm of Cafferty Clobes Meriwether  
22 & Sprengel LLP ("Cafferty Clobes"). I am admitted *pro hac vice* to this Court to represent  
23 Plaintiffs in the above captioned matter (the "Action").<sup>1</sup>  
24

25 <sup>1</sup> Unless otherwise indicated, defined terms have the meanings set forth in the Settlement  
26 Agreement and Release ("Settlement" or "Settlement Agreement"). The Settlement Agreement  
27 and its exhibits are attached as Exhibit A to the Joint Declaration of Nyran Rose Rasche, Anthony  
28

1           2.       I, Anthony F. Fata, am a partner at the law firm of Kirby McInerney LLP (“Kirby  
2       McInerney”). I am admitted pro hac vice to this Court to represent Plaintiffs in the Action.

3           3.       I, Joseph P. Guglielmo, am a partner at the law firm of Scott+Scott Attorneys at  
4       Law LLP (“Scott+Scott”). I am admitted pro hac vice to this Court to represent Plaintiffs in the  
5       Action.

6           4.       On February 17, 2023, Class Counsel were appointed interim co-lead class counsel  
7       in the Action. ECF No. 132. On May 16, 2024, Class Counsel were appointed to represent the  
8       proposed Settlement Class in the Action. ECF No. 269.

9           5.       We respectfully submit this Joint Declaration in support of Plaintiffs’ Motion for  
10       Final Approval of Class Action Settlement. We have been actively involved in this case since  
11       before the Action was originally filed on July 17, 2020, are familiar with the proceedings, and have  
12       personal knowledge of the matters stated herein.

13          6.       During the course of this litigation and the settlement negotiations, Plaintiffs,  
14       Michel Polston, Nancy Martin, Maria Rodriguez, and Andrew Hagene (collectively, “Plaintiffs”),  
15       and Defendants, Apple Inc. and Apple Value Services, LLC (collectively, “Defendants” or  
16       “Apple,” and with Plaintiffs, the “Parties”), exchanged information sufficient to enable Class  
17       Counsel to evaluate the strength of the claims and risks of continued litigation. Specifically,  
18       Plaintiffs aggressively pursued discovery from Apple through multiple requests for production of  
19       documents and interrogatories, intensive meet and confers, and discovery motion practice. Apple  
20       produced, and Class Counsel reviewed, over 680,000 pages of fact-related materials and several  
21       sets of sample and class-wide electronic data. Plaintiffs took 10 Apple depositions, defended 5  
22       Plaintiff depositions, subpoenaed documents from third-parties, and engaged in multiple  
23       discussions concerning the subpoenas with third-parties, as well as collected and reviewed  
24       documents in connection with the subpoenas.

25          7.       The Parties submitted mediation statements and attended a full-day in-person  
26  
27       F. Fata, and Joseph P. Guglielmo in Support of Plaintiffs’ Motion for Preliminary Approval of  
28       Proposed Settlement, filed on April 2, 2024. ECF No. 266-2.

1 mediation before Randall W. Wulff, Esquire on July 28, 2023. Mr. Wulff is a well-respected  
2 neutral who has mediated thousands of cases since 1994, including many complex cases with  
3 claims of the kind at issue here. At the mediation, the Parties gave detailed and thoughtful  
4 presentations of their respective positions and Mr. Wulff gave the Parties a reasonable assessment  
5 of the strengths and weaknesses of their respective cases. It was only after intense discussions and  
6 a mediator's proposal at the conclusion of the initial mediation session that the Parties were  
7 ultimately able to reach an agreement. It took several more months of further negotiations before  
8 the Parties agreed on the final terms of the Settlement Agreement.

9       8.       The notice program here was carefully developed by Class Counsel and the Claims  
10 Administrator—with ample input from Apple, which was highly cooperative in providing  
11 information and input needed to maximize efforts to reach the Class.

12       9.       Since the Court granted Preliminary Approval of the Settlement, extensive efforts  
13 were made by Class Counsel and the Court-appointed claims administrator, KCC Class Action  
14 Services, LLC (“KCC”)<sup>2</sup> to work with Settlement Class Members to ensure all individuals who  
15 wished to file a claim were able to do so. For example, Class Counsel has also responded to dozens  
16 of inquiries from potential Settlement Class Members regarding how and where to submit Claim  
17 Forms. Class Counsel answered questions by email and phone, provided potential settlement Class  
18 Members with the Settlement Website, and worked with KCC to effectively resolve any issues  
19 encountered by Settlement Class Members.

20       10.      Class Counsel learned through conversations with potential Settlement Class  
21 Members that many victims who did not contact Apple neither kept the gift cards they purchased  
22 in the scam or their receipts, nor obtained police reports, and thus not only would be unable to  
23 prove their claims in Court today, but are ineligible to recover under the Settlement.

24       11.      The Settlement Class consists of approximately 95,000 known class members for  
25 whom Apple had contact information and additional class members for a total of approximately  
26 500,000 Settlement Class members based on discovery produced in this case.

27  
28 <sup>2</sup> KCC and Gilardi & Co. LLC rebranded as Verita Global LLC in June 2024.





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*Attorneys for Plaintiffs and the Class*

**CERTIFICATE OF SERVICE**

I, Anthony F. Fata, certify that on November 12, 2024 the foregoing document entitled JOINT DECLARATION IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT was filed electronically in the Court's ECF; thereby upon completion the ECF system automatically generated a "Notice of Electronic Filing" as service through CM/ECF to registered e-mail addresses of parties of record in this case.

/s/ Anthony F. Fata  
ANTHONY F. FATA

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7 [Additional counsel on signature page]  
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9  
10

11 **UNITED STATES DISTRICT COURT**  
12 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
13 **SAN JOSE DIVISION**

14 CARL BARRETT, et al.,

15 Plaintiffs,

16 v.

17 APPLE INC., et al.,

18 Defendants.  
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Case No. 5:20-cv-04812-EJD

**DECLARATION OF CARLA A. PEAK  
REGARDING IMPLEMENTATION OF  
THE SETTLEMENT NOTICE  
PROGRAM**

1 I, Carla A. Peak, pursuant to 28 U.S.C. § 1746 declare as follows:

2 1. My name is Carla A. Peak. I have personal knowledge of the matters set forth  
3 herein, and if called as a witness I could and would testify competently to them.

4 2. I am a Vice President of Legal Notification Services for Verita Global LLC  
5 formerly known as KCC Class Action Services, LLC (“KCC”).<sup>1</sup>

6 3. KCC was chosen by the parties and approved by the Court to design and implement  
7 the settlement notice program (the “Notice Program”) and notice documents to inform Settlement  
8 Class Members about their rights and options under the class action Settlement. Details about the  
9 Notice Program, along with KCC’s experience, were included with my prior declaration,  
10 Declaration of Carla A. Peak In Support of Settlement Notice Plan (ECF No. 266-2, Ex. A-7).

11 4. Pursuant to the Court’s Order Preliminarily Approving Settlement and Providing  
12 for Notice dated May 16, 2024 (ECF No. 269), KCC began implementing the Notice Program.  
13 This Declaration provides relevant details and substantiates the notice activities performed.

14 **CAFA NOTIFICATION**

15 5. In compliance with the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715,  
16 KCC compiled a CD-ROM containing the following documents: Class Action Complaint;  
17 Amended Class Action Complaint; Answer to Amended Class Action Complaint; Proposed Order  
18 Granting Motion for Preliminary Approval of Class Action Settlement; Motion for Preliminary  
19 Approval; Declaration of Carla A. Peak, KCC Resume; Website Notice; Publication Notice; Email  
20 Notice; Mail Notice; Settlement Agreement; Proposed Final Judgment; and a Cover Letter  
21 (collectively, the “CAFA Notice Packet”). A true and correct copy of the Cover Letter is attached  
22 as **Exhibit A**.

23 6. On May 28, 2024, KCC caused 58 CAFA Notice Packets to be mailed via Priority  
24 Mail from the U.S. Post Office in Memphis, Tennessee to the U.S. Attorney General, the Attorneys  
25 General of each of the 50 states in which Settlement Class Members reside and the District of  
26

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<sup>1</sup> KCC and Gilardi & Co. LLC rebranded as Verita Global LLC in June 2024.

Columbia, as well as the parties of interest to this Action. The list of parties that received the CAFA Notice Packet is attached as **Exhibit B**.

7. As of the date of this Declaration, KCC has not received any responses to the CAFA Notice Packet from any of the recipients identified in Exhibit B.

#### **CLASS LIST**

8. On May 20, 2024, KCC received from Apple a list of persons identified as the Class List. On July 11, 2024, KCC received from Cafferty Clobes Meriwether & Sprengel LLP a list of persons identified as current and former named Plaintiffs. Both lists included names, addresses, and email addresses. KCC formatted the lists for mailing purposes and removed duplicate records, records that contained missing or invalid addresses, and records that were Apple store locations. KCC processed the names and addresses through the National Change of Address Database (“NCOA”) to update any addresses on file with the United States Postal Service (“USPS”) and processed the email addresses through an Email Cleanse. KCC updated its proprietary database with the Class List.

#### **MAILED NOTICE**

9. On July 15, 2024, KCC caused the Mail Notice to be printed and mailed to 15,874 known claimants in the Class List. A true and correct copy of the Mail Notice is attached as **Exhibit C**.

10. Since the Mail Notices were mailed to the Settlement Class Members, KCC has received 274 Mail Notices returned by the United States Postal Service (“USPS”) with forwarding addresses. KCC immediately caused Mail Notices to be re-mailed to the forwarding addresses supplied by the USPS.

11. Since the Mail Notices were mailed to the Settlement Class Members, KCC has received 2,377 Mail Notices returned by the USPS with undeliverable addresses. Through credit bureau and/or other public source databases, KCC performed address searches for these undeliverable Mail Notices and was able to find updated addresses for 536 Class Members. KCC promptly re-mailed Mail Notices to the updated addresses.

1           12.     On July 24, 2024, KCC caused the Mail Notice to be mailed to 4,526 persons whose  
2 email notification bounced. 253 people whose email notification bounced did not have a mailing  
3 address and were not sent a Mail Notice.

4                                   **EMAILED NOTICE**

5           13.     On July 15, 2024, KCC caused the Email Notice to be emailed to 81,666 known  
6 claimants on the Class List. A true and correct copy of the Email Notice is attached as **Exhibit D**.

7           14.     On July 18, 2024, KCC received a report from the email vendor confirming that  
8 76,887 emails were sent successfully without a notification of a bounce. There were 4,779 emails  
9 that were not successfully delivered. As a result, the Email Notice is estimated to have had a 94%  
10 success rate.

11                                   **REMINDER NOTICE**

12           15.     On October 15, 2024, KCC caused the Reminder Postcard to be mailed to 95,062  
13 Settlement Class Members who had not yet submitted a Claim Form. A true and correct copy of  
14 the Reminder Postcard is attached hereto as **Exhibit E**.

15           16.     On October 17, 2024, KCC caused an Email Reminder notice to be emailed to  
16 76,684 Settlement Class Members who had not yet submitted a Claim Form. A true and correct  
17 copy of the Email Reminder Notice is attached hereto as **Exhibit F**.

18           17.     In compliance with the Court's order, the new October 31, 2024 claim submission  
19 deadline was reflected on the settlement administration website, giftcardscamsettlement.com; and  
20 included in the supplemental reminder notice.

21           18.     On October 21, 2024, KCC received a report from the email vendor confirming that  
22 76,195 emails were sent successfully without a notification of a bounce. There were 489 emails  
23 that were not successfully delivered. As a result, the Email Reminder is estimated to have had a  
24 99% success rate.

25                                   **MEDIA CAMPAIGN**

26           19.     On July 15, 2024, KCC caused a press release to be distributed nationally via PR  
27 Newswire. The press release was distributed via PR Newswire's national Newswire and included  
28

1 syndicated distribution via AP News. A true and correct copy of the press release is attached hereto  
2 as **Exhibit G**.

3 20. In addition, as part of the notice program, KCC contacted a variety of senior  
4 organizations and requested their assistance in sharing information with interested parties.  
5 Organizations included groups such as AARP, the National Council on Aging, Association of  
6 Mature American Citizens, Senior Lifestyle, and the Alliance of Retired Americans.

7 21. KCC also caused the Publication Notice to be published as a one-third page ad in  
8 the July 29, 2024 (on-sale date July 19, 2024) issue of *People* magazine, the August /September  
9 2024 (on-sale date July 27, 2024) issue of *AARP The Magazine*, and the September/October 2024  
10 (on-sale date August 27, 2024) issue of *Good Housekeeping*. A true and correct copy of the  
11 Publication Notice as it appeared in each magazine is attached hereto as **Exhibit H**.

12 22. In addition, KCC purchased approximately 316,100,000 impressions to be  
13 distributed programmatically via various websites and mobile apps, as well as on Facebook from  
14 July 15, 2024 through October 15, 2024. The impressions were targeted to adults 18 years of age  
15 and older and to appear alongside content related to news and/or seniors. A total of 320,962,888  
16 impressions were delivered, resulting in an additional 4,862,888 impressions at no extra charge.  
17 Confirmation of the digital notices as they appeared on a variety of websites and on Facebook and  
18 each is attached hereto as **Exhibit I**.

19 23. The Notice Program also includes a paid search campaign to help drive Settlement  
20 Class Members who are actively searching for information about the litigation to the dedicated  
21 settlement website. Paid search ads are driven by the user's search activity, meaning that if  
22 someone searches for (or has recently searched for) terms related to the litigation, the user may be  
23 served with an advertisement directing them to the dedicated settlement website. The search terms  
24 used as part of the paid search campaign directly relate to the settlement, as well as the subject  
25 matter of the class action (*i.e.*, victim-assisted gift card fraud).

**SETTLEMENT WEBSITE**

24. On June 5, 2024, KCC established a website, [www.giftcardscamsettlement.com](http://www.giftcardscamsettlement.com), dedicated to this Action to provide information to the Settlement Class Members and answer frequently asked questions. The website URL was included in the Mail Notice, Email Notice, Publication Notice, Website Notice, claim form, and reminder notices, as well as in the press release and organizational outreach materials sent by KCC. True and correct copies of the Website Notice and claim form are attached as **Exhibits J, K, and L**. Visitors to the website can download copies of the Website Notice, claim form, and other case-related documents. Visitors can also submit claims online, and, if applicable, upload supporting documentation. As of November 11, 2024, the website has received 160,953 visits.

25. The settlement website also had a chat bot feature where class members can ask questions regarding the settlement. As of the date of this declaration, there have been 1,001 chats initiated without an agent, and 134 with an agent.

**EMAIL BOX**

26. KCC established an email shared mailbox for Settlement Class Members to email and obtain information about the Settlement. The email address, [admin@giftcardscamsettlement.com](mailto:admin@giftcardscamsettlement.com), was made available on the settlement website. As of the date of this Declaration, KCC has responded to 239 emails.

**TELEPHONE NUMBER**

27. KCC established and continues to maintain a toll-free telephone number, 1-877-519-3812, for potential Settlement Class Members to call and obtain information about the Settlement, request a notice packet, and/or seek assistance from a live operator during regular business hours. The telephone hotline became operational on July 12, 2024, and is accessible 24 hours a day, 7 days a week. As of the date of this Declaration, KCC has received a total of 1,584 calls to the telephone hotline. Of the 1,584 calls, 131 calls were transferred to a live agent.



**P.O. BOX**

28. KCC established a P.O. box address for Settlement Class Members to use to obtain information about the Settlement. The P.O. box address, *Barrett v. Apple* Settlement Administrator, P.O. Box 301172, Los Angeles, CA 90030-1172, was made available on the settlement website and the long form notice and used as the return address on the Mail Notice. As of the date of this Declaration, KCC has received and processed 43 pieces of mail correspondence.

**CLAIM FORMS AND EXPECTED PAYMENT PERCENTAGE**

29. The postmark and online filing deadline for Settlement Class Members to file claims in this Action was October 31, 2024. As of the date of this Declaration, KCC has received 49,130 timely-filed claim forms. Of the 49,130 claim forms, 1,994, including 14 duplicates, were submitted by known Settlement Class Members, resulting in a 2.10% known claims rate, and 47,136, including 3,586 duplicates, were submitted by unknown Settlement Class Members, resulting in a 10.75% unknown claims rate. KCC expects additionally timely-filed claim forms to arrive via U.S. Mail.

30. KCC has reviewed the 1,994 claim forms and supporting documentation submitted by known class members and determined at least 1900 are valid. As a result, 96% of the known claims are valid. Thus, as of the date of this Declaration, at least 2% of all known claimants have submitted valid claims. KCC is in the process of conducting a detailed review and analysis of the claim forms and supporting documentation submitted by unknown class members to verify the accuracy and validity of the unknown claims.

31. Preliminary settlement claims data confirms that Settlement Class Members who submit valid claims will almost certainly be paid at 100% of their claimed damages.

**ADDRESSING RISK OF FRAUD**

32. The Notice Program was developed by the Parties and KCC to address the unique facts of this case and was facilitated by the cooperation of Apple.

33. The Notice Program adequately addressed the risk of fraud by distinguishing between known and unknown claimants and requiring specific documentation of unknown

1 claimants. The direct notices sent to known claimants all contained a unique Claim ID and PIN for  
2 that known claimant. When the Claim ID and PIN are entered using the Settlement Website, or  
3 shared with KCC, the claim form which is generated contains options to submit attestations, rather  
4 than documentation required of unknown claimants such as register receipts and police reports, as  
5 both proof of purchase and proof that the claimant was a victim of the type of fraud, *i.e.*, that the  
6 claimant was a victim of the type of gift card scam at issue here. However, claimants without a  
7 Claim ID and PIN, or unknown claimants, must submit specific documentary proof that they were  
8 victims of the type of gift card scam at issue, and the amount of money lost in the scam.

### 9 **EXCLUSION REQUESTS**

10 34. The Notice Program informed Settlement Class Members that requests for  
11 exclusion from the Class were to be postmarked no later than October 15, 2024. As of the date of  
12 this Declaration, KCC has received 1 (one) request for exclusion. A true and correct copy of the  
13 request for exclusion is attached as **Exhibit M**.

### 14 **OBJECTIONS**

15 35. The Notice Program informed Class Members that objections were to be filed using  
16 ECF or mailed to the Clerk of Court for scanning and uploading to the docket and that the postmark  
17 deadline to object to the Settlement was October 15, 2024. As of the date of this Declaration, no  
18 objections to the Settlement have been filed.

### 19 **ADMINISTRATION COSTS**

20 36. As of October 31, 2024, KCC has incurred approximately \$661,118.01 for  
21 administrative fees and costs. This includes, but is not limited to, costs incurred in connection with  
22 CAFA notice, significant out-of-pocket spending on print and digital media for the publication  
23 notice program (KCC spent \$539,670.00), postage, developing the website, and monthly telephone  
24 charges. This amount does not include future costs related to claims processing, monthly telephone  
25 charges, distribution of funds, etc.

26 37. KCC is still administering this Settlement and expects to provide more information  
27 on its fees and costs in advance of the Final Approval Hearing. KCC's total fees and charges are  
28

1 capped at \$977,500.00 absent work outside the scope agreed upon with the Parties at the outset.  
2 To date, the only such work has been the reminder notice.

3 **CONCLUSION**

4 38. The Notice Program, as implemented, reached more than 85% of the Class, on  
5 average 2.8 times each, through the direct and indirect (media) notice efforts described above.  
6 Coverage was further enhanced through the press release, organizational outreach, and reminder  
7 notice.

8 39. In my experience, this reach percentage is consistent with other effective court-  
9 approved notice programs. In addition, it meets the 70-95% reach standard set forth in the Federal  
10 Judicial Center's *Judges' Class Action Notice and Claims Process Checklist and Plain Language*  
11 *Guide* ("FJC's Checklist").

12 40. In my opinion, the Notice Program provided the best notice practicable under the  
13 circumstances of this case, satisfied due process, and met the "reasonably certain to inform" due  
14 process communications standard of *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315  
15 (1950). In addition, the Notice Program conformed to all aspects of Federal Rule of Civil Procedure  
16 23, comported with the guidance for effective notice articulated in the *Manual for Complex*  
17 *Litigation, Fourth* and the FJC Checklist, which considers 70% reach among class members to be  
18 a "high percentage" and reasonable.

19  
20 I declare under penalty of perjury under the laws of the United States of America that the  
21 foregoing is true and correct.

22 Executed this 12<sup>th</sup> day of November 2024, at Ocean City, New Jersey.  
23  
24

25 

26 Carla A. Peak  
27  
28

# Exhibit A

## Weil, Gotshal & Manges LLP

201 Redwood Shores Parkway  
Redwood Shores, CA 94065-1134  
+1 650 802 3000 tel  
+1 650 802 3100 fax

**David R. Singh**  
+1 (650) 802-3010  
David.Singh@weil.com

May 28, 2024

VIA PRIORITY MAIL

«First» «Last»  
«Company\_1»  
«Company\_2»  
«Address\_2»  
«Address\_1»  
«City», «State» «Zip»

Re: Notice of Proposed Class Action Settlement Pursuant to 28 U.S.C. § 1715

Dear «First» «Last»:

KCC Class Action Services, LLC is the independent third-party Administrator in a putative class action lawsuit entitled *Barrett et al. v. Apple Inc. et al.*, Case No. 5:20-cv-04812. Weil, Gotshal & Manges LLP represents Apple Inc. and Apple Value Services LLC (collectively, “Defendants” or “Apple”) in that Action. The lawsuit is pending before the Honorable Edward J. Davila in the United States District Court for the Northern District of California, San Jose Division. This letter is to advise you that Michel Polston, Nancy Martin, Michael Rodriguez, and Maria Rodriguez (“Plaintiffs”) filed a Motion for Preliminary Approval of Class Action Settlement in connection with this class action lawsuit on April 4, 2024.

**Case Name:** *Barrett et al. v. Apple Inc. et al.*

**Case Number:** 5:20-cv-04812

**Jurisdiction:** United States District Court,  
Northern District of California, San Jose Division

**Date Settlement**  
**Filed with Court:** April 2, 2024

May 28, 2024

Page 2

Defendant denies any wrongdoing or liability whatsoever, but has decided to settle this action solely in order to eliminate the burden, expense, and uncertainties of further litigation. In compliance with 28 U.S.C. § 1715(b), the documents referenced below are included on the CD that is enclosed with this letter:

1. **28 U.S.C. § 1715(b)(1) – Complaint and Related Materials:** Copies of the *Class Action Complaint*, *Amended Class Action Complaint*, and the *Response to Amended Class Action Complaint* are included on the enclosed CD.
2. **28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearing:** The Court has scheduled the final fairness hearing in this matter for Thursday, December 12 at 9 AM Pacific Time, at 280 South 1st Street, San Jose, CA 95113, Courtroom 4 – 5th Floor. Plaintiff filed a *Motion for Preliminary Approval* requesting that the Honorable Edward J. Davila preliminarily approve the proposed Settlement. Copies of the *Order Granting Preliminary Approval of Class Action Settlement*, *Motion for Preliminary Approval*, *Declaration of Carla A Peak*, and *KCC Resume* are included on the enclosed CD.
3. **28 U.S.C. § 1715(b)(3) – Notification to Class Members:** Copies of the *Website Notice*, *Publication Notice*, *Email Notice*, and the *Postcard Notice* to be provided to the class are included on the enclosed CD.
4. **28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** A copy of the *Settlement Agreement* is included on the enclosed CD.
5. **28 U.S.C. § 1715(b)(5) – Any Settlement or Other Agreement:** As of May 28, 2024, no other settlement or agreement has been entered into by the Parties to this Action with each other, either directly or by and through their respective counsel.
6. **28 U.S.C. § 1715(b)(6) – Final Judgment:** No Final Judgment has been reached as of May 28, 2024, nor have any Notices of Dismissal been granted at this time. A copy of the *Proposed Final Judgment* is included on the enclosed CD.

**Weil, Gotshal & Manges LLP**

May 28, 2024

Page 3

7. **28 U.S.C. § 1715(b)(7)(A)-(B) – Names of Class Members/Estimate of Class Members:** While Defendant and KCC Class Action Services, LLC are in the process of gathering information on this issue, pursuant to 28 U.S.C. § 1715(b)(7)(A), at this time a complete list of names of class members as well as each State of residence is not available, because the parties do not presently know the names or current addresses of all the proposed settlement class members and will not learn this information until the Court authorizes dissemination of information about the Settlement through the Class Notice and the proposed settlement class members submit valid claims. Pursuant to 28 U.S.C. § 1715(b)(7)(B), it is estimated that there are approximately 547,000 individuals in the class.
8. **28 U.S.C. § 1715(b)(8) – Judicial Opinions Related to the Settlement:** As the proposed Settlement is still pending final approval by the Court, there are no other opinions available at this time. As of May 28, 2024, there has been no written judicial opinion related to the settlement.

Defendants do not intend to supplement this Notice. If you have questions about this Notice, the lawsuit, or the enclosed materials, or if you did not receive any of the listed materials, please feel free to contact me.

Thank you.

Sincerely,

/s/

David R. Singh

Enclosure – CD ROM





# Exhibit B

Last	First	Company 1	Company 2	Address 1	Address 2	City	State	Zip
Garland	Merrick	Attorney General of the United States		United States Department of Justice	950 Pennsylvania Avenue, NW	Washington	DC	20530-0001
Taylor	Treg	Office of the Alaska Attorney General		1031 W. 4th Avenue, Suite 200		Anchorage	AK	99501-1994
Marshall	Steve	Office of the Alabama Attorney General		501 Washington Avenue	PO Box 300152	Montgomery	AL	36130-0152
Griffin	Tim	Arkansas Attorney General Office		323 Center Street, Suite 200		Little Rock	AR	72201-2610
Mayes	Kris	Office of the Arizona Attorney General		2005 N. Central Avenue		Phoenix	AZ	85004
CAFA Coordinator		Office of the Attorney General		Consumer Law Section	455 Golden Gate Ave., Suite 11000	San Francisco	CA	94102
Weiser	Phil	Office of the Colorado Attorney General		Ralph L. Carr Colorado Judicial Center	1300 Broadway, 10th Floor	Denver	CO	80203
Tong	William	State of Connecticut Attorney General		165 Capitol Avenue		Hartford	CT	06106
Schwab	Brian	District of Columbia Attorney General		400 6th St., NW		Washington	DC	20001
Jennings	Kathy	Delaware Attorney General		Carvel State Office Building	820 N. French Street	Wilmington	DE	19801
Moody	Ashley	Office of the Attorney General of Florida		The Capitol, PL 01		Tallahassee	FL	32399-1050
Carr	Chris	Office of the Georgia Attorney General		40 Capitol Square, SW		Atlanta	GA	30334-1300
Lopez	Anne E.	Office of the Hawaii Attorney General		425 Queen Street		Honolulu	HI	96813
Bird	Brenna	Iowa Attorney General		Hoover State Office Building	1305 E. Walnut Street	Des Moines	IA	50319
Labrador	Raul	State of Idaho Attorney General's Office		700 W. Jefferson Street, Suite 210	P.O. Box 63720	Boise	ID	83720-1000
Laboul	Kwame	Illinois Attorney General		James R. Thompson Center	100 W. Randolph Street	Chicago	IL	60601
Rokita	Todd	Indiana Attorney General's Office		Indiana Government Center South	302 West Washington Street, 5th Floor	Indianapolis	IN	46204
Kobach	Kris	Kansas Attorney General		120 S.W. 10th Ave., 2nd Floor		Topeka	KS	66612-1597
Coleman	Russell	Office of the Kentucky Attorney General		700 Capitol Ave	Capitol Building, Suite 118	Frankfort	KY	40601-3449
Mumill	Liz	Office of the Louisiana Attorney General		1685 North Third Street		Baton Rouge	LA	70802
Campbell	Andrea	Attorney General of Massachusetts		1 Ashburton Place	20th Floor	Boston	MA	02108-1608
Brown	Anthony G.	Office of the Maryland Attorney General		200 St. Paul Place		Baltimore	MD	21202-2202
Frey	Aaron	Office of the Maine Attorney General		State House Station 6		Augusta	ME	04333
Nessel	Dana	Office of the Michigan Attorney General		P.O. Box 30212	525 W. Ottawa Street	Lansing	MI	48909-0212
Keith Ellison	Attorney General	Attention: CAFA Coordinator		445 Minnesota Street	Suite 1400	St. Paul	MN	55101-2131
Bailey	Andrew	Missouri Attorney General's Office		Supreme Court Building	207 W. High Street	Jefferson City	MO	65101
Fitch	Lynn	Mississippi Attorney General's Office		Department of Justice	P.O. Box 220	Jackson	MS	39205
Knudsen	Austin	Office of the Montana Attorney General		Justice Bldg.	215 N. Sanders Street	Helena	MT	59620-1401
Stein	Josh	North Carolina Attorney General		Department of Justice	P.O. Box 629	Raleigh	NC	27602-0629
Hilgers	Mike	Office of the Nebraska Attorney General		State Capitol P.O. Box 98920		Lincoln	NE	68509-8920
Ford	Aaron	Nevada Attorney General		Old Supreme Ct. Bldg.	100 North Carson St.	Carson City	NV	89701
Formella	John	New Hampshire Attorney General		Hew Hampshire Department of Justice	33 Capitol St.	Concord	NH	03301-6397
Platkin	Matthew J.	Office of the New Jersey Attorney General		Richard J. Hughes Justice Complex	25 Market St., P.O. Box 080	Trenton	NJ	08625-0080
Torrez	Raul	Office of the New Mexico Attorney General		P.O. Drawer 1508		Santa Fe	NM	87504-1508
James	Letitia	Office of the New York Attorney General		Dept. of Law - The Capitol	2nd Floor	Albany	NY	12224-0341
Wrigley	Drew H.	North Dakota Office of the Attorney General		State Capitol	600 E. Boulevard Ave., Dept. 125	Bismarck	ND	58505-0040
Yost	Dave	Ohio Attorney General		Rhodes State Office Tower	30 E. Broad St., 14th Flr.	Columbus	OH	43215
Drummond	Gentner	Oklahoma Office of the Attorney General		313 NE 21st St.		Oklahoma City	OK	73105
Rosenblum	Eileen F.	Office of the Oregon Attorney General		Justice Building	1162 Court St., NE	Salem	OR	97301-4096
Henry	Michelle A.	Pennsylvania Office of the Attorney General		16th Flr., Strawberry Square		Harrisburg	PA	17120
Neronha	Peter	Rhode Island Office of the Attorney General		150 South Main St.		Providence	RI	02903
Wilson	Alan	South Carolina Attorney General		Rembert C. Dennis Office Bldg.	P.O. Box 11549	Columbia	SC	29211
Jackley	Marily	South Dakota Office of the Attorney General		1302 East Highway 14, Suite 1		Pierre	SD	57501-8501
Skramett	Jonathan	Tennessee Attorney General and Reporter		425 5th Avenue North		Nashville	TN	37243
Paxton	Ken	Attorney General of Texas		Capitol Station	P.O. Box 12548	Austin	TX	78711-2548
Reyes	Sean	Utah Office of the Attorney General		P.O. Box 142320		Salt Lake City	UT	84114-2320
Claik	Charity R.	Office of the Attorney General of Vermont		169 State St.		Montpelier	VT	05609-1001
Myraes	Jason	Office of the Virginia Attorney General		202 North Ninth St.		Richmond	VA	23219
Ferguson	Bob	Washington State Attorney General		1125 Washington St. SE	P.O. Box 40100	Olympia	WA	98504-0100
Morrissey	Patrick	West Virginia Attorney General		State Capitol Complex, Bldg. 1, Rm. E-26	1900 Kanawha Blvd. E.	Charleston	WV	25305
Kaul	Josh	Office of the Wisconsin Attorney General		Dept. of Justice, State Capitol	Rm. 114 East, P.O. Box 7857	Madison	WI	53707-7857
Hill	Bridget	Office of the Wyoming Attorney General		109 State Capitol		Cheyenne	WY	82002
Ala'ilima-Utu	Faimu'utalei Falefatu	American Samoa Gov't		Dept. of Legal Affairs, c/o Attorney General	P.O. Box 7	Uutlei	AS	96799
Moylan	Douglas	Office of the Attorney General, ITC Building		590 S. Marine Corps Dr.	Suite 706	Tamuning	Guam	96913
Manibusan	Edward	Northern Mariana Islands Attorney General		Administration Building	P.O. Box 10007	Saipan	MP	96950-8907
Hernández	Domingo Emanuel	Puerto Rico Attorney General		Torre Chardon, Suite 1201	350 Carlos Chardon Ave.	San Juan	PR	00918
Clement	Ian S.A.	Virgin Islands Acting Atty. General, DOJ		3438 Kompindens Gate	6ERS Complex, 2nd Floor	St. Thomas	VI	00802
Le	Amy	Well, Gotshal & Manges LLP		201 Redwood Shores Parkway	Suite 400	Redwood Shores	CA	94065

# Exhibit C

**If you were tricked into  
purchasing an App Store  
& iTunes Gift Card and  
providing the redemption  
code to someone unknown  
to you, this Class Action  
Settlement may impact your  
legal rights.**

*A court authorized this Notice.  
This is not a solicitation.*

**1-877-519-3812**

**www.giftcardscamsettlement.com**



VISIT THE  
SETTLEMENT  
WEBSITE BY  
SCANNING  
THE PROVIDED  
QR CODE

**APBA**

*Barrett v. Apple* Settlement Administrator  
P.O. Box 301172  
Los Angeles, CA 90030-1172



Postal Service: Please Do Not Mark Barcode

APBA: ClaimID: «ClaimID»

PIN: «PIN»

«First1» «Last1»

«CO»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

A Settlement has been reached with Apple Inc. and Apple Value Services, LLC (“Apple”) in a class action lawsuit alleging that Apple did not provide consumers with refunds in connection with a certain type of gift card scam and sought to unlawfully limit its liability. Apple, which was not the party that perpetrated the scams, denies all allegations of wrongdoing.

**Who’s included?** The Settlement includes all persons who purchased an App Store & iTunes Gift Card (“Eligible Gift Card”) in the U.S. and its territories between January 1, 2015 and July 31, 2020, provided the redemption code of such Eligible Gift Card to a third party unknown to them who sought the code under false pretenses, and did not receive a full refund or other form of compensation for their complete losses from Apple or any third party (“Class Members”).

**What does the Settlement provide?** Apple has agreed to create a \$35 million Settlement Fund. After deducting administration expenses, attorneys’ fees and costs, and Service Awards, the balance of the fund will be used to make payments to Class Members who submit a valid Claim Package. Class Members may receive an amount up to the face value of their Eligible Gift Card at the time of purchase, less any amounts they have already been compensated in connection with their Eligible Gift Card purchase.

**How do I get a payment?** You must submit a valid Claim Package by **October 15, 2024**. Claim Packages are available and may be submitted online at [www.giftcardscamsettlement.com](http://www.giftcardscamsettlement.com).

**What are my other options?** If you do nothing, your rights will be affected and you won’t get a payment. If you don’t want to be legally bound by the Settlement, you must exclude yourself from it by **October 15, 2024**. Unless you exclude yourself, you won’t be able to sue or continue to sue Apple or Released Parties for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the Settlement (i.e., don’t exclude yourself), you may object to it and ask for permission for you or your lawyer to appear and speak at the hearing—at your own cost—but neither hiring your own lawyer nor appearing at the hearing are necessary to object. Objections are due by **October 15, 2024**.

**The Court’s Final Approval Hearing.** The Court will hold a Final Approval Hearing in this case (*Barrett v. Apple*, No. 5:20-cv-04812-EJD) on December 12, 2024 at 9:00 a.m. to consider whether to approve: the Settlement; a request for attorneys’ fees not to exceed one third of the \$35 million Settlement Amount and costs not to exceed \$700,000; and Service Awards not to exceed \$10,000 per Plaintiff.

**Want more information, including contact information for Class Counsel?** Call 1-877-519-3812, visit [www.giftcardscamsettlement.com](http://www.giftcardscamsettlement.com); or write to *Barrett v. Apple* Settlement Administrator, P.O. Box 301172, Los Angeles, CA 90030-1172.

# Exhibit D

Claim ID: <<ClaimID>>

PIN: <<PIN>>

**If you were tricked into purchasing an App Store & iTunes Gift Card and providing the redemption code to someone unknown to you at any point between January 2015 and July 2020, you should read this Notice of Class Action Settlement as it may impact your legal rights.**

*A court authorized this Notice. This is not a solicitation.*

**You must file a Claim Package by October 15, 2024 to receive cash benefits from this Settlement. To file a Claim Package, please visit the website, [www.giftcardscamsettlement.com](http://www.giftcardscamsettlement.com).**

A Settlement has been reached with Apple Inc. and Apple Value Services, LLC (“Apple” or “Defendants”) in *Barrett v. Apple*, No. 5:20-cv-04812-EJD (N.D. Cal.), a class action lawsuit alleging that Apple did not provide consumers with refunds in connection with a certain type of gift card scam conducted by third-party fraudsters, and allegedly sought to unlawfully limit its liability with regards to this type of scam. Apple, which was **not** the party that perpetrated the scams, denies that it had any responsibility to provide such refunds and denies all allegations of wrongdoing.

You received this email because Apple’s records indicate you may be a “Class Member” and entitled to receive a payment called the “Class Payment.” The Court has decided that everyone who fits the following description is a Class Member, and is thus included in the Settlement:

- “Settlement Class” shall mean all persons who purchased an App Store & iTunes Gift Card (an “Eligible Gift Card”) in the United States and its territories between January 1, 2015 and July 31, 2020, provided the redemption code of such Eligible Gift Card to a third party unknown to them who sought the code under false pretenses, and did not receive a full refund or other form of compensation for their complete losses from Apple or any third party.

#### **What are your options?**

- **Stay in the Class and Submit a Claim.** The Parties to the Lawsuit have settled for \$35 million. If you purchased an App Store & iTunes Gift Card between January 2015 and July 2020 anywhere in the United States, provided the redemption code for this gift card to someone unknown to you who sought the code under false pretenses, and did not receive a full refund or other form of compensation for your complete losses from Defendants or any other source, you are eligible to file a claim for the amount equal to the face value of the eligible App Store & iTunes Gift Card(s) you purchased.
- Instructions for filing a claim can be found on the Settlement Website at [www.giftcardscamsettlement.com](http://www.giftcardscamsettlement.com) and in Section 6.3 of the Settlement Agreement, available on the Settlement Website. Your Claim Package must be postmarked by October 15, 2024.

**[CLICK HERE TO FILE  
YOUR CLAIM FORM](#)**

- Please note that all claims are subject to the administrator verifying the authenticity of the submitted documentation. Please also note that the Class Payments may be reduced depending on the number of valid claims. Final payment amounts will be calculated and distributed based on the total number and value of valid claims submitted by Class Members.
- If you are a Class Member, you have the option of electing to receive a Class Payment by ACH transfer or by check. If you decide to stay in the Class, you will give up the right to sue Apple in a separate lawsuit related to the subject matter of this Lawsuit. The Released Claims are described in more detail in Section 8 of the Settlement Agreement available at [www.giftcardscamsettlement.com](http://www.giftcardscamsettlement.com).

- **Ask to Be Excluded (Opt Out).** If you decide to opt out of this Settlement, you will keep the right to sue Apple in a separate lawsuit related to the subject matter of the claims this Settlement resolves, but you give up the right to get a Class Payment from this Settlement. This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Apple related to the subject matter of this Lawsuit. If you elect to opt out of this Settlement and the Settlement is approved, you will no longer be represented by Class Counsel (see below) and will be responsible for retaining legal representation at your expense should you choose to sue Apple in a separate lawsuit. Instructions for requesting to opt out of the Settlement can be found in Section 5 of the Settlement Agreement, available at [www.giftcardscamsettlement.com](http://www.giftcardscamsettlement.com). Your opt-out request must be postmarked by October 15, 2024.
- **Object to the Settlement.** If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. If the Settlement is approved by the Court, you may still be able to receive a Class Payment. If you submit a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you wish to retain your own attorney for purposes of an objection, you are responsible for hiring and paying that attorney. Instructions for objecting and attending the Final Approval Hearing where the Parties will request that the Final Approval Order be entered approving the Settlement can be found in Section 4 of the Settlement Agreement, available at [www.giftcardscamsettlement.com](http://www.giftcardscamsettlement.com). Your objection must be filed or postmarked on or before October 15, 2024.
- The Final Approval Hearing is currently scheduled for December 12, 2024 at 9:00 a.m., but that date is subject to change without further notice. The current date of the Final Approval Hearing can be found on the Settlement Website.

#### **How are the lawyers paid?**

- Class Counsel may ask the Court for an award of Attorneys' Fees of up to one third of the \$35 million Settlement Amount, and Costs not to exceed \$700,000, as well as Service Awards not to exceed \$10,000 per Plaintiff.
- Class Counsel will move for both the Service Awards and for Attorneys' Fees and Costs at the Final Approval Hearing, and the Court will determine the amounts to be awarded. The Service Awards and Attorneys' Fees and Costs will be paid from the \$35 million that the Parties settled for before making Class Payments to Class Members. Apple reserves the right to object to the amount of the Service Awards and any Attorneys' Fees and Costs.

**More detailed information, including the Settlement Agreement, is available at [www.giftcardscamsettlement.com](http://www.giftcardscamsettlement.com) or by calling 1-877-519-3812.**

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, you may: (1) see the Settlement Agreement available at [www.giftcardscamsettlement.com](http://www.giftcardscamsettlement.com); (2) contact Class Counsel representing the Class Members (see below); (3) access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>; or (4) visit the office of the Clerk of Court for the United States District Court for the Northern District of California, Robert F. Peckham Federal Building & United States Courthouse, 280 South 1st Street, San Jose, CA 95113, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS NOTICE, THIS SETTLEMENT, OR THE CLAIMS PROCESS.**

The Court appointed the following attorneys to represent you as "Class Counsel":

Joseph P. Guglielmo, Scott + Scott Attorneys at Law LLP, 230 Park Avenue, 17th Floor, New York, NY 10169 ([jguglielmo@scott-scott.com](mailto:jguglielmo@scott-scott.com))



Nyran Rose Rasche, Cafferty Clobes Meriwether & Sprengel LLP, 135 South LaSalle Street, Suite 3210, Chicago, IL 60603 ([nrasche@caffertyclobes.com](mailto:nrasche@caffertyclobes.com))

Anthony F. Fata, Kirby McInerney LLP, 211 West Wacker Drive, Suite 550, Chicago, IL 60606 ([afata@kmlp.com](mailto:afata@kmlp.com))

# Exhibit E

**REMINDER NOTICE**

*Barrett v. Apple* Settlement Administrator  
P.O. Box 301172  
Los Angeles, CA 90030-1172

**If you were tricked into  
purchasing an Apple App  
Store & iTunes Gift Card, this  
Class Action Settlement may  
impact your legal rights.**

*A court authorized this Notice.  
This is not a solicitation.*

**1-877-519-3812**

**[www.giftcardscamsettlement.com](http://www.giftcardscamsettlement.com)**



Postal Service: Please Do Not Mark Barcode

APBA: ClaimID: «ClaimID»

PIN: «PIN»

«First1» «Last1»

«CO»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»



VISIT THE  
SETTLEMENT  
WEBSITE BY  
SCANNING  
THE PROVIDED  
QR CODE

**APBA**

**This is your final opportunity to file a claim and receive a payment from the**  
**Barrett v. Apple settlement.**

**Who’s included?** Victims who were tricked into purchasing Apple App Store & iTunes gift cards. Specifically, the Settlement includes all persons who purchased an App Store & iTunes Gift Card (“Eligible Gift Card”) in the U.S. and its territories between January 1, 2015 and July 31, 2020, provided the redemption code of such Eligible Gift Card to a third party unknown to them who sought the code under false pretenses, and did not receive a full refund or other form of compensation for their complete losses from Apple or any third party (“Class Members”).

**How do I get a payment?** You must submit a valid Claim Form by **October 31, 2024**. Claim Forms are available and may be submitted online at [www.giftcardscamsettlement.com](http://www.giftcardscamsettlement.com).

<b>YOUR CLAIM ID</b>	<b>&lt;&lt;ClaimID&gt;&gt;</b>
<b>YOUR PIN</b>	<b>&lt;&lt;PIN&gt;&gt;</b>
<b>USE THESE UNIQUE NUMBERS WHEN FILING YOUR CLAIM FORM TO RECEIVE A CASH BENEFIT</b>	

**Want more information, including contact information for Class Counsel?** Call 1-877-519-3812, visit [www.giftcardscamsettlement.com](http://www.giftcardscamsettlement.com); or write to *Barrett v. Apple* Settlement Administrator, P.O. Box 301172, Los Angeles, CA 90030-1172.

# Exhibit F

Claim ID: &lt;&lt;ClaimID&gt;&gt;

PIN: &lt;&lt;PIN&gt;&gt;

Dear &lt;&lt;FirstName&gt;&gt; &lt;&lt;LastName&gt;&gt;,

[CLICK HERE TO FILE YOUR CLAIM FORM](#)

**Reminder: the deadline is fast approaching. This is your final opportunity to file a claim and receive a cash payment from the *Barrett v. Apple* Gift Card Scam settlement.**

**The deadline to submit a claim is now October 31, 2024.**

To file a Claim Form, please visit the website, [www.giftcardscamsettlement.com](http://www.giftcardscamsettlement.com).

<b>YOUR CLAIM ID</b>	<<ClaimID>>
<b>YOUR PIN</b>	<<PIN>>
<b>USE THESE UNIQUE NUMBERS WHEN FILING YOUR CLAIM FORM</b>	

**Who's included?** Victims who were tricked into purchasing Apple App Store & iTunes gift cards.

Specifically, the Settlement includes all persons who purchased an App Store & iTunes Gift Card ("Eligible Gift Card") in the U.S. and its territories between January 1, 2015 and July 31, 2020, provided the redemption code of such Eligible Gift Card to a third party unknown to them who sought the code under false pretenses, and did not receive a full refund or other form of compensation for their complete losses from Apple or any third party ("Class Members").

**How do I get a payment?** You must submit a valid Claim Form by October 31, 2024. Claim Forms are available online and may be submitted online at [www.giftcardscamsettlement.com](http://www.giftcardscamsettlement.com).

**Do I need to submit documents?** Documents like receipts or police reports *may or may not* be required. When you enter your personal Claim ID and PIN (see blue box above), you will see the options available to you for your claim.

**Want more information, including contact information for Class Counsel?** Call 1-877-519-3812, visit [www.giftcardscamsettlement.com](http://www.giftcardscamsettlement.com); or write to *Barrett v. Apple* Settlement Administrator, P.O. Box 301172, Los Angeles, CA 90030-1172.

# Exhibit G

# Attention victims of gift card scams: \$35 million settlement reached regarding App Store & iTunes Gift Cards in class action lawsuit

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NEWS PROVIDED BY

**Cafferty Clobes Meriwether Sprengel LLP, Kirby McInerney LLP and Scott + Scott Attorneys at Law LLP**  
→

Jul 15, 2024, 08:00 ET

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*Were you tricked into buying an App Store & iTunes Gift Card and giving the code to someone else?*

SAN JOSE, Calif., July 15, 2024 /PRNewswire/ -- Cafferty Clobes Meriwether & Sprengel LLP, Kirby McInerney LLP and Scott + Scott Attorneys at Law LLP announce that a settlement has been reached with Apple Inc. and Apple Value Services, LLC ("Apple") in *Barrett v. Apple*, No. 5:20-cv-04812-EJD (N.D. Cal.), a class action lawsuit asserting claims relating to Apple's alleged conduct in connection with a common gift card scam in which unwitting consumers were tricked into purchasing App Store & iTunes Gift Cards by third-party scammers. Apple, which was not the party that perpetrated the scams, denies that it had any responsibility to provide refunds in such circumstances, and denies all allegations of wrongdoing.

If you were tricked into purchasing an App Store & iTunes Gift Card at any point between January 2015 and July 2020, and you provided the redemption code to someone unknown to you who sought the code under false pretenses, this class action settlement may impact your legal rights.

You must file a valid claims package by October 15, 2024 to receive cash benefits from this Settlement.



To file a claim, or to learn more about your options, including opting out of or objecting to the \$35 million settlement, you may visit the Settlement Website, available at **www.GiftCardScamSettlement.com** or call 1-877-519-3812. The deadline to file a claim, opt out, or object is October 15, 2024.

SOURCE Cafferty Clobes Meriwether Sprengel LLP, Kirby McInerney LLP and Scott + Scott Attorneys at Law LLP

# Exhibit H

**SPECIAL REPORT**

**ASSASSINATION ATTEMPT ON  
FORMER PRESIDENT TRUMP**

**EXCLUSIVE**

**Richard  
Simmons  
His Emotional  
Final  
Interview**

**1971-2024**

**Shannen  
Doherty**

# A Life of Strength & Courage

Even after stage 4 breast cancer spread to her bones, the *Beverly Hills, 90210* actress lived every day to the fullest. Now loved ones remember her fighting spirit: 'She was a force of nature'

July 29, 2024



Did you lose money in a gift card scam?

**If you were tricked into purchasing an App Store & iTunes Gift Card and providing the redemption code to someone unknown to you at any point between January 2015 and July 2020, you should read this Notice of Class Action Settlement as it may impact your legal rights.**

*A court authorized this notice.  
This is not a solicitation.*

**You must file a Claims Package by October 15, 2024 to receive cash benefits from this Settlement.**  
**To file a Claims Package, please visit the website, [www.GiftCardScamSettlement.com](http://www.GiftCardScamSettlement.com).**

A Settlement has been reached with Apple Inc. and Apple Value Services, LLC ("Apple") in *Barrett v. Apple*, No. 5:20-cv-04812-EJD (N.D. Cal.), a class action lawsuit alleging that Apple did not provide consumers with refunds in connection with a certain type of gift card scam conducted by third-party fraudsters, and allegedly sought to unlawfully limit its liability with regards to this type of gift card scam. Apple, which was *not* the party that perpetrated the scams, denies that it had any responsibility to provide such refunds and denies all allegations of wrongdoing.

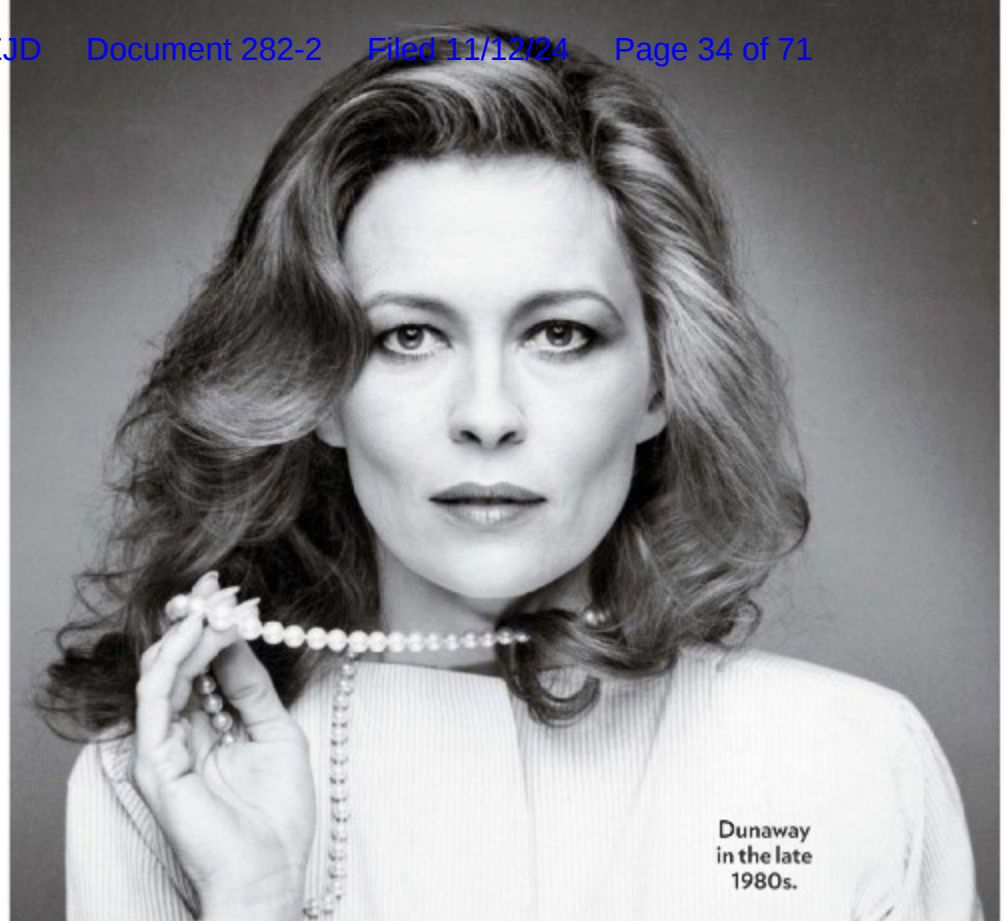
Your options are: (1) stay in the class and submit a claim; (2) ask to be excluded from the class (opt out); or (3) object to the Settlement.

The Court has appointed Class Counsel to represent you, and will decide whether to approve the Settlement at a Final Approval Hearing currently scheduled for December 12, 2024. That date is subject to change without further notice. The current date of the Final Approval Hearing can be found on the Settlement Website.

Class Counsel may ask the Court for an award of Attorneys' Fees of up to one third of the \$35 million Settlement Amount, and Costs not to exceed \$700,000, as well as Service Awards not to exceed \$10,000 per Plaintiff. The Court will determine the amounts to be paid, which will come from the Settlement Amount.

To learn more about your options or to contact Class Counsel, you may visit the Settlement Website at [www.GiftCardScamSettlement.com](http://www.GiftCardScamSettlement.com) or call 1-877-519-3812. The deadline to file a claim, opt out, or object is October 15, 2024.

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Dunaway  
in the late  
1980s.

## MAX | Faye

**DOCUMENTARY** Faye Dunaway, a Hollywood star who at her peak possessed both phenomenal beauty and a talent that had the hard, cold gleam of a knife, sets the record straight in this eye-opening film. Despite her legendary reputation for being difficult—Bette Davis described her as “totally impossible”—the 83-year-old Dunaway reveals that she struggled with bipolar disorder, now treated. And, in the long run, her career may have suffered as well because she was never America’s sweetheart—an almost imperious presence, she had no sentimental hold on the audience. She was, as she puts it, a “down-and-dirty, really dramatic actress.” (*Streaming now*)

## Faye Dunaway at Her Best

Watch these towering performances.



**Chinatown (1974)**  
In this masterpiece of L.A. noir, she plays Evelyn Mulwray, a woman of wealth and tragic mystery. Jack Nicholson is the private eye who falls for her. (*Paramount+*)



**Network (1976)**  
She won Best Actress for her unforgettable performance as Diana Christensen, a sexy but soulless television executive gunning—almost literally—for higher ratings. (*Max*)



**Mommie Dearest (1981)**  
Dunaway thinks this camp classic, about Hollywood star and abusive mom Joan Crawford, hurt her career. But she’s electric. (*Apple TV*)





"All right," I said. "Let's get to work."

Then that May came the horrific shooting at Robb Elementary School in Uvalde. Our whole town was shocked and devastated. Still, during practice, I tried to keep it business as usual. The band room was a place where kids could make music without having to worry about anything else going on in the wider world.

When fall came, my new seniors stepped up. The Fab Five, I called them. They never missed a rehearsal. I give them all the credit for how well we played at regionals in February 2023. Every day after school, we worked on all the little things: how we step onstage, when to lift our hats, how we look at each other, how we bow. Our advancing to state was a big deal for the whole town of Uvalde. The community gathered with signs wishing us luck. Everyone needed something positive to root for.

At state later the same month, the kids put their hearts and souls into their performance, and the judges were moved. Each judge gives a score from 1 to 5, with 1 meaning perfect. We scored two 1s and a 2. And we won. When they brought out the trophy, the kids were in disbelief; hands over their mouths, jaws on the floor, hugging, crying, families rejoicing, on the phone telling everybody,

calling Mexico, "They won the state championships!" And I told the kids, "Nobody can take that away from you. In 50 years, you will still be a state champion."

To get a group from where they started, which was the bottom, and to accomplish what we did in a year and a half, it's special. After I'd taken the job in Uvalde, somebody asked me, "Why are you working way out there?" And I said, "If you see these kids, it's a diamond in the rough. They're amazing." They're all talented in so many different ways.

This year, we advanced to state again, but we didn't win. And that teaches them something too. Things aren't always going to go your way. Your responsibility is just to show up and do the best you can do.

I mean, I love mariachi, but it's not the end-all and be-all. It's about the life lessons it teaches the students for their future. It's unlikely any of my students will come back in five years and say, "I'm still playing mariachi." It's more likely they come back and say: "Hey, remember when you told us about not giving up when we make a mistake? I didn't stop. I kept going."

—As told to Gregg Segal

*Musician and educator Albert Martinez, 51, is the mariachi director at Uvalde High School and Morales Junior High in Uvalde, Texas, and the director of performing arts for the Uvalde school district.*



**MEMBERS ONLY** Our photographer spent time in Texas with the Uvalde High School mariachi band. To see more of these talented young musicians in a photo gallery available only to AARP members, scan this code or visit [aarp.org/mariachi](https://aarp.org/mariachi).

*Did you lose money in a gift card scam?*

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Your options are: (1) stay in the class and submit a claim; (2) ask to be excluded from the class (opt out); or (3) object to the Settlement.

The Court has appointed Class Counsel to represent the class, and will decide whether to approve the Settlement at a Final Approval Hearing currently scheduled for December 12, 2024. That date is subject to change without further notice. The current date of the Final Approval Hearing can be found on the Settlement Website.

Class Counsel may ask the Court for an award of Attorneys' Fees of up to one third of the \$35 million Settlement Amount, and Costs not to exceed \$700,000, as well as Service Awards not to exceed \$10,000 per Plaintiff. The Court will determine the amounts to be paid, which will come from the Settlement Amount.

To learn more about your options or to contact Class Counsel, you may visit the Settlement Website at [www.GiftCardScamSettlement.com](http://www.GiftCardScamSettlement.com) or call 1-877-519-3812. The deadline to file a claim, opt out, or object is October 15, 2024.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS NOTICE, THIS SETTLEMENT, OR THE CLAIMS PROCESS.**

*Did you lose money in a gift card scam?*

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# Exhibit I



# Digital Media PoP


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*Barrett v. Apple Inc.*






# AtlantaMagazine.com | 300x600



## Photos: Sammy Hagar performs at Ameris Bank Amphitheatre

ATLANTA MAGAZINE - JULY 17, 2024


Sammy Hagar, the "Red Rocker," played to a packed Ameris Bank Amphitheatre on Tuesday night. Here, check out the scenes photographer Perry Julien captured at the show.



## Discover rides, slides, and fun besides at these parks around the South

ARTHUR LEVINE - JULY 17, 2024


Throughout the South, amusement parks of all shapes and sizes draw visitors in search of classic summer fun. Florida lays claim to many of them, hence its nickname: the...



## Younger women are being diagnosed with breast cancer. But better screening practices can save more lives.

RACHEL GARBUS - JULY 17, 2024

For reasons researchers are still struggling to understand, rates of breast cancer in women 20 to 49 years old have increased over the last 20 years. These troubling increases have shifted the medical community's approach to the disease. Catching breast cancer early can make all the difference: In localized cases where the cancer has not spread beyond the breast (also known as stage 1), the five-year survival rate for most breast cancers is 99 percent. But as researchers learn more about who gets breast cancer, when they get it, and why, it's becoming clear that a one-size-fits-all approach to screening won't be enough. It will take more than a general recommendation for regular mammograms to drive down breast cancer rates: We'll need methods that help women understand their individual risk, access the preventive measures they need, and get the healthcare they deserve—regardless of how old they are, where they get their care, or the color of their skin.




Click here to receive *Atlanta Magazine's* latest event news and fresh new content

**DID YOU LOSE MONEY IN A GIFT CARD SCAM?**


If you were tricked into purchasing an App Store & iTunes Gift Card and providing the redemption code to someone you didn't know, this Class Action Settlement may impact your legal rights.

[LEARN MORE](#)

GiftCardScamSettlement.com



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GiftCardScamSettlement.com

BREAKING

34 minutes ago

South Korea Retaliates To North Korea's Trash-Filled Balloons By...

45 minutes ago

Every Big Name Urging Biden To Drop Out: Third Senator Joins 28...

57 minutes ago

Ex-Trump Org CFO Weisselberg Released From Jail After Perjury...

1 hour ago

CrowdStrike's Massive Global Tech Outage: Airlines, Banks, 911, Stat...

2 hours ago

CrowdStrike Global Outage: CEO Debunks Cyberattack Claims


2 hours ago

Massive Global Tech Outage: CrowdStrike Update Slams Banks...



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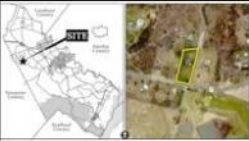
### TODAY'S HEADLINES



#### Global tech outage impacts air travel, banks, stores; Virginia sees widespread disruptions


INSIDENOVA STAFF 2 hrs ago

Gov. Glenn Youngkin says some state systems are experiencing some disruptions following a global technology outage overnight that has impacted air travel, banks, stores, media outlets and more. [Read more](#)




#### Prince William supervisors approve home-based gun shop near Nokesville

By Lilly Riddle, For InsideNoVa 2 hrs ago



#### UPDATED: Woman, 18, found shot to death in woods near Manassas

INSIDENOVA STAFF 3 hrs ago




#### DID YOU LOSE MONEY IN A GIFT CARD SCAM?

If you were tricked into purchasing an App Store & iTunes Gift Card and providing the redemption code to someone you didn't know, this Class Action Settlement may impact your legal rights.

[LEARN MORE](#)

[GiftCardScamSettlement.com](#)



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**DID YOU LOSE MONEY IN A GIFT CARD SCAM?**  
 If you were tricked into purchasing an App Store & iTunes Gift Card and providing the redemption code to someone you didn't know, this Class Action Settlement may impact your legal rights.  
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**DID YOU LOSE MONEY IN A GIFT CARD SCAM?**

If you were tricked into purchasing an App Store & iTunes Gift Card and providing the redemption code to someone you didn't know, this Class Action Settlement may impact your legal rights.


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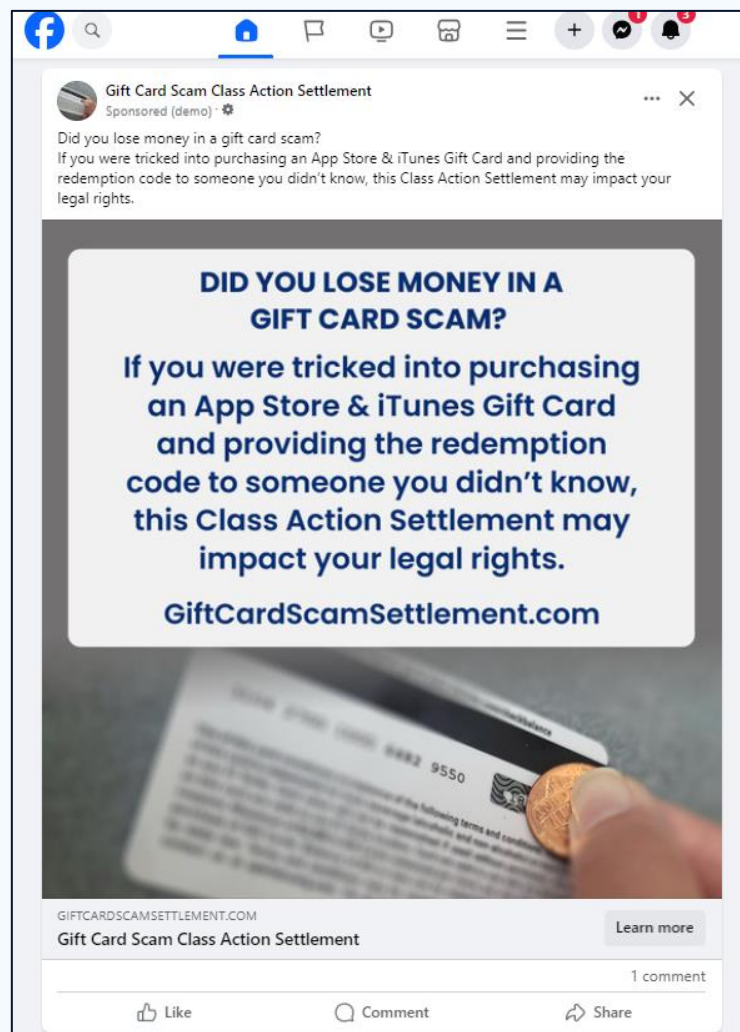


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**Lose money in gift card scams? - You may be affected.**

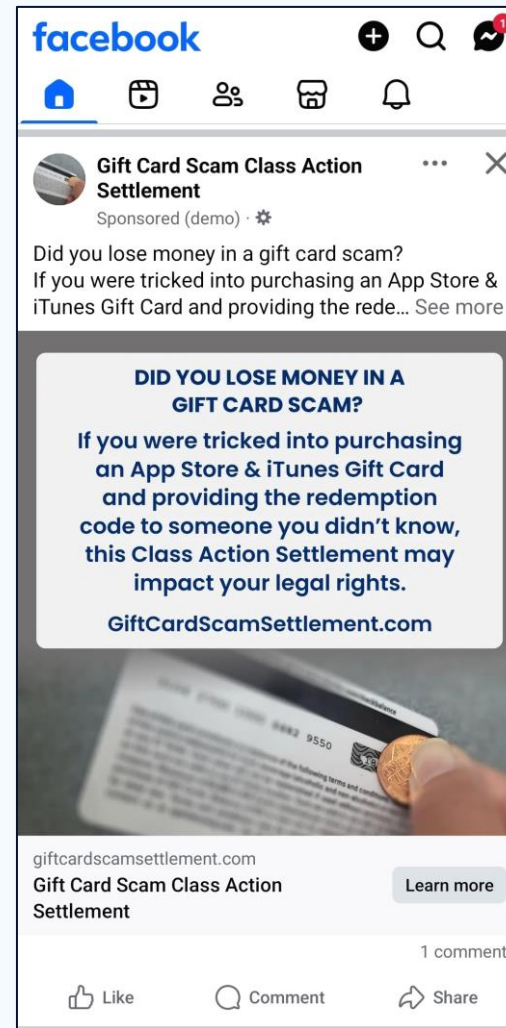
Did you purchase a gift card and give the redemption code to someone you didn't know? This Class Action Settlement may impact your legal rights.

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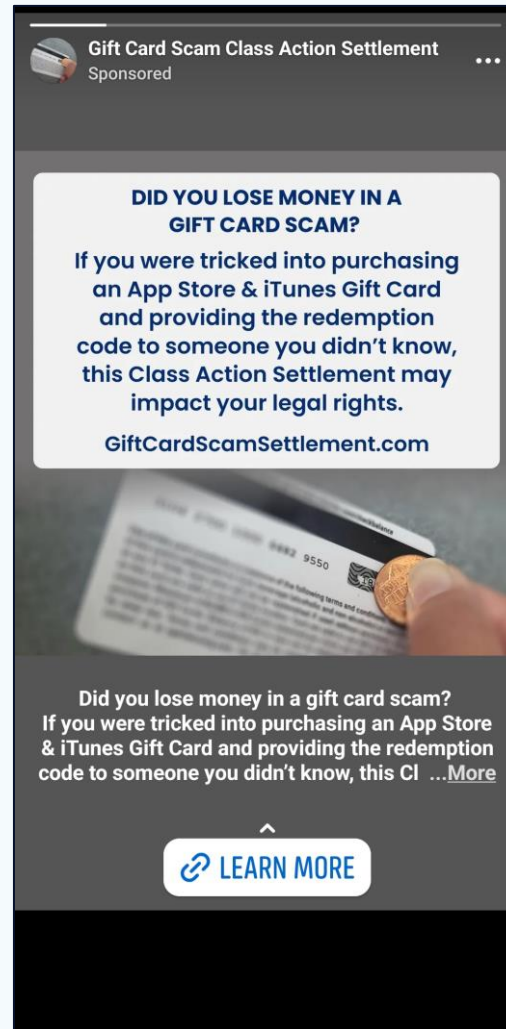




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# Thank you

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Settlement Administration | Legal Notification



# Exhibit J

**IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA**

**IF YOU WERE TRICKED INTO PURCHASING AN APP STORE & iTUNES GIFT CARD AND PROVIDING THE REDEMPTION CODE TO SOMEONE UNKNOWN TO YOU AT ANY POINT BETWEEN JANUARY 2015 AND JULY 2020, YOU SHOULD READ THIS NOTICE OF CLASS ACTION SETTLEMENT AS IT MAY IMPACT YOUR LEGAL RIGHTS.**

*A court authorized this Notice. This is not a solicitation.*

- A Settlement has been reached with Apple Inc. and Apple Value Services, LLC (“Apple” or “Defendants”) in *Barrett v. Apple*, No. 5:20-cv-04812-EJD (N.D. Cal.), a class action lawsuit alleging that Apple did not provide consumers with refunds in connection with a certain type of gift card scam conducted by third-party fraudsters, and allegedly sought to unlawfully limit its liability with regards to this type of scam. Apple, which was **not** the party that perpetrated the scams, denies that it had any responsibility to provide such refunds and denies all allegations of wrongdoing.
- You may be included in this Settlement as a “Class Member” and entitled to receive a payment called the “Class Payment” if you purchased an App Store & iTunes Gift Card between January 2015 and July 2020 anywhere in the United States, you provided the redemption code for this gift card to someone unknown to you who sought the code under false pretenses, and you did not receive a full refund or other form of compensation for your complete losses from Defendants or any third party.
- The criteria to be a Class Member are defined more fully in the answers to Questions 5 and 6 below. Together, all Class Members are collectively known as the “Class.”
- You must file a Claim Package by October 15, 2024 to receive cash benefits from this Settlement.
- Your rights are affected whether you act or don’t act. Read this Notice carefully.
- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>STAY IN THE CLASS</b>	<p>The Parties to the Lawsuit have settled for \$35 million. If you purchased an App Store &amp; iTunes Gift Card between January 2015 and July 2020 anywhere in the United States, you provided the redemption code for this gift card to someone unknown to you who sought the code under false pretenses, and you did not receive a full refund or other form of compensation for your complete losses from Defendants or any third party, you are eligible to file a claim for the amount equal to the face value of the eligible App Store &amp; iTunes Gift Card(s) you purchased, less any amounts you have already been refunded, cashed out, or received in compensation from any source in connection with your purchase of the App Store &amp; iTunes Gift Card(s). Please note that the Class Payments may be reduced depending on the number of valid claims. Final payment amounts will be calculated and distributed based on the total number and value of valid claims submitted by Class Members.</p> <p>If you are a Class Member, you have the option of electing to receive a Class Payment by ACH transfer or by check.</p> <p>If you decide to stay in the Class, you will give up the right to sue Apple in a separate lawsuit related to the subject matter of the claims in the Lawsuit. The Released Claims are described in more detail in Section 8 of the Settlement Agreement available at <a href="http://www.giftcardscamsettlement.com">www.giftcardscamsettlement.com</a>.</p>
<b>ASK TO BE EXCLUDED (OPT OUT)</b>  <b>DEADLINE: OCTOBER 15, 2024</b>	<p>If you decide to opt out of this Settlement, you will keep the right to sue Apple at your expense in a separate lawsuit related to the subject matter of the claims this Settlement resolves, but you give up the right to get a Class Payment from this Settlement.</p> <p>This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Apple related to the subject matter of the claims in this Lawsuit. If you opt out of this Settlement and the Settlement is approved, you will no longer be represented by Class Counsel.</p>
<b>OBJECT TO THE SETTLEMENT</b>  <b>DEADLINE: OCTOBER 15, 2024</b>	<p>If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement.</p> <p>You may object to the Settlement, and if the Settlement is approved by the Court, you may still be able to receive a Class Payment.</p>
<b>GO TO A HEARING ON:</b> <b>DECEMBER 12, 2024</b>	<p>You may object to the Settlement and ask the Court for permission to speak at the Final Approval Hearing where the Parties will request that the Final Approval Order be entered approving the Settlement.</p> <p>You may object to the Settlement and speak at the Final Approval Hearing, and if the Settlement is approved by the Court, you may still be able to receive a Class Payment.</p>

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court overseeing this case still has to decide whether to approve the Settlement.
- This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, you may: (1) see the Settlement Agreement available at [www.giftcardscamsettlement.com](http://www.giftcardscamsettlement.com); (2) contact Class Counsel representing the Class Members (contact info listed under Question 16 below); (3) access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>; or (4) visit the office of the Clerk of Court for the United States District Court for the Northern District of California, Robert F. Peckham Federal Building & United States Courthouse, 280 South 1st Street, San Jose, CA 95113, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS NOTICE, THIS SETTLEMENT, OR THE CLAIMS PROCESS.**

<b>WHAT THIS NOTICE CONTAINS</b>
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**BASIC INFORMATION****1. Why was this Notice issued?**

A federal Court authorized this Notice because you have a right to know about the proposed Settlement of the Lawsuit and all of your options before the Court decides whether to approve the proposed Settlement. This Notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available, and who can get them.

Judge Edward Davila of the United States District Court for the Northern District of California is currently overseeing this case and will decide whether to approve the Settlement. The case is entitled *Barrett v. Apple Inc.*, No. 5:20-cv-04812-EJD (N.D. Cal.). The people who sued (in this case, Nancy Martin, Michel Polston, Michael Rodriguez, Maria Rodriguez, and Andrew Hagene) are called the Plaintiffs. The companies they are suing are Apple Inc. and Apple Value Services, LLC, which are called the Defendants.

**2. What is a class action?**

In a class action, one or more people called “Class Representatives” (in this case, Michael Rodriguez, Maria Rodriguez, and Andrew Hagene) are appointed to represent people who have similar claims. All of the people with similar claims are a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who opt out of the Class.

**3. What is the Lawsuit about?**

Plaintiffs brought claims under California laws based on allegations that Apple did not provide consumers with refunds in connection with a certain type of gift card scam conducted by third-party fraudsters, and allegedly sought to unlawfully limit its liability with regards to this type of gift card scam.

Apple, which is *not* the party that perpetrated the gift card scams, maintains that it did nothing wrong and asserts numerous defenses to the claims in this case. The proposed Settlement to resolve this Lawsuit is not an admission of guilt or any wrongdoing of any kind by Apple, and it is not an admission by Apple of the truth of any of the allegations in the Lawsuit.

**4. Why is there a Settlement?**

The Court has not decided in favor of the Class or Defendants. Instead, the Class Representatives and Defendants agreed to a Settlement. This way, they avoid the cost, burden, and uncertainty of a trial and people who lost money in the type of gift card scam at issue can get benefits. The Class Representatives and their attorneys think the proposed Settlement is best for all Class Members.

**WHO IS INCLUDED IN THE SETTLEMENT****5. How do I know if I am part of the Settlement?**

Plaintiffs and Defendants have decided that everyone who fits the following description is a Class Member, and is thus included in the Settlement:

“Settlement Class” shall mean all persons who purchased an App Store & iTunes Gift Card (an “Eligible Gift Card”) in the United States and its territories between January 1, 2015 and July 31, 2020, provided the redemption code of such Eligible Gift Card to a third party unknown to them who sought the code under false pretenses, and did not receive a full refund or other form of compensation for their complete losses from Apple or any third party. Excluded from the Class are Defendants, their parents, subsidiaries, affiliates, officers, directors, and employees; any entity in which Defendants have a controlling interest; all employees of any law firm involved in prosecuting or defending this litigation, as well as their immediate family members; and all judges assigned to hear any aspect of this litigation, as well as their staff and immediate family members. Also excluded from the Class are Settlement Class Members who timely and validly request exclusion.

**6. I’m still not sure if I am included in the Class.**

If you are still not sure whether you are included in the Class, you can visit the website [www.giftcardscamsettlement.com](http://www.giftcardscamsettlement.com), call toll-free 1-877-519-3812, or write to the *Barrett v. Apple* Settlement Administrator, P.O. Box 301172, Los Angeles, CA 90030-1172, for more information.



**THE SETTLEMENT BENEFITS-WHAT YOU GET IF YOU QUALIFY****7. What does the Settlement provide?**

The Parties to the Lawsuit have agreed to a \$35 million Settlement. Apple will provide to the Settlement Administrator information for all Class Members for whom it has records. The Settlement Administrator will contact all such Class Members via email or U.S. mail, and will additionally publish notice of this Settlement in print publications and in a digital media campaign. The Settlement Administrator will evaluate all claims by potential Class Members to determine their validity and eligibility and will determine the Class Payment that will be made available to Class Members in accordance with the description provided in the response to Question 8 below.

**8. How much will my Class Payment be?**

You may receive the full amount you paid for the gift cards. Class Members shall be compensated in an amount equal to the face value at the time of purchase of the App Store & iTunes Gift Card(s) which are the subject of the Class Member's claim, less any amounts the Class Member has already been refunded, cashed out, or received in compensation from any source in connection with their purchase of such App Store & iTunes Gift Card(s). If, after all notice and administration expenses, any attorneys' fees and costs, and any Service Awards are paid, the total value of payments to eligible Class Members would exceed the remaining Settlement Amount, the payments of all eligible Class Members shall be reduced pro rata.

**HOW TO GET A CLASS PAYMENT****9. How do I get a Class Payment?**

To receive a Class Payment, you must submit all of the following items through the website, [www.giftcardscamsettlement.com](http://www.giftcardscamsettlement.com):

- Your name, address, telephone number, and email address.
- Any necessary information to complete payment via your payment method of choice (e.g., check or ACH transfer).
- An attestation by you that: (1) you purchased the App Store & iTunes Gift Card(s) that are the subject of your claim during the Class Period and provided the redemption code of these App Store & iTunes Gift Card(s) to a third party; (2) the third party was unknown to you and sought the redemption code under false pretenses; and (3) your claim excludes any amounts you have already been refunded, cashed out, or received in compensation from any source in connection with your purchase of the App Store & iTunes Gift Card(s) at issue.
- Proof of purchase of the App Store & iTunes Gift Card(s) that are the subject of your claim. This requirement may be satisfied by submitting:
  - A sales receipt that includes: (i) the purchase date; (ii) the original purchase price; and (iii) at least the last four digits of any gift card number(s) associated with the App Store & iTunes Gift Card(s) that are the subject of your claim; or
  - Evidence of a report to a law enforcement or other government agency that includes: (i) the purchase or scam date; (ii) the original purchase price or amount lost in the scam; and (iii) the gift card number(s) associated with the App Store & iTunes Gift Card(s) that are the subject of your claim; or
  - Evidence of a contemporaneous report to a gift card retailer, gift card integrator, bank, credit card company, or the AARP that includes: (i) the purchase or scam date; (ii) the original purchase price or amount lost in the scam; and (iii) the gift card number(s) associated with the App Store & iTunes Gift Card(s) that are the subject of your claim; or
  - ONLY if you received direct notice of the Settlement by email or U.S. mail, an attestation that you previously contacted Apple to report your Scam Incident and provided Apple with one or more of the proofs of purchase set forth above, together with the contact information that you provided to Apple when making your report (to enable Apple to locate records of the report).

- Proof that you provided the redemption code of the App Store & iTunes Gift Card(s) that are the subject of your claim to someone unknown to you and who sought the redemption code under false pretenses. This requirement may be satisfied by submitting:
  - A report to a law enforcement or other government agency reflecting that you were a victim of the type of fraud in which you provided the redemption code of an App Store & iTunes Gift Card(s) to someone unknown to you, who sought the redemption code under false pretenses; or
  - A contemporaneous report to a gift card retailer, gift card integrator, bank, credit card company, or the AARP reflecting that you were a victim of the type of fraud in which you provided the redemption code of an App Store & iTunes Gift Card(s) to someone unknown to you, who sought the redemption code under false pretenses; or
  - An attestation that you previously contacted Apple to report your Scam Incident, together with the contact information that you provided to Apple when making your report (to enable Apple to locate records of the report).

#### **10. When would I get my Class Payment?**

The Court will hold a hearing on December 12, 2024, at 9:00 a.m., to decide whether to grant final approval of the Settlement. If the Court approves the Settlement, there may be objections. It is always uncertain whether objections will be filed and, if so, how long it will take to resolve them. Class Payments will be distributed to Class Members as soon as possible, if and when the Court grants final approval of the Settlement and any objections are overruled with finality. The Court may also elect to move the Final Approval Hearing to a different date or time in its sole discretion, without providing further notice to the Class. The current date and time of the Final Approval Hearing can be confirmed at [www.giftcardscamsettlement.com](http://www.giftcardscamsettlement.com).

#### **11. What rights am I giving up to get a Class Payment and stay in the Class?**

Unless you opt out, you will remain in the Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You won't be able to sue, continue to sue, or be part of any other lawsuit against Apple that is related to the subject matter of the claims in this Lawsuit. The rights you are giving up are called Released Claims, which are explained in Question 12.

#### **12. What are the Released Claims?**

Generally, if and when the Settlement Agreement becomes final, Class Members who do not opt out will permanently release Apple Inc. and Apple Value Services, integrators of App Store & iTunes Gift Cards, and retailers of App Store & iTunes Gift Cards, including Defendants', Integrators', and Retailers' past or present parents, subsidiaries, divisions, affiliates, stockholders, officers, directors, insurers, employees, agents, attorneys, and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors, purchasers, and assigns of each of the foregoing), from claims that are related to the subject matter of the claims in this Lawsuit. The Released Claims are described in more detail in Section 8 of the Settlement Agreement, available at [www.giftcardscamsettlement.com](http://www.giftcardscamsettlement.com).

### **OPTING OUT OF THE SETTLEMENT**

If you want to keep the right to sue or continue to sue Apple at your expense for any claim related to the subject matter of this Lawsuit, and you do not want to receive a Class Payment from this Settlement, you must take steps to get out of the Settlement. This is called opting out of, or excluding yourself from, the Settlement.

#### **13. How do I request to opt out of the Settlement?**

To opt out, you must send a letter with the following:

- Your name, address, telephone number, email address, and personally executed signature;
- A statement that you wish to opt out of the Class in *Barrett v. Apple Inc.*, No. 5:20-cv-04812-EJD; and
- Any reasonably available proof that you are a Class Member.

You must mail your opt-out request to:

*Barrett v. Apple* Settlement Administrator  
P.O. Box 301172  
Los Angeles, CA 90030-1172

Your opt-out request must be postmarked no later than **October 15, 2024**.

QUESTIONS? CALL 1-877-519-3812 OR VISIT [WWW.GIFTCARDSCAMSETTLEMENT.COM](http://WWW.GIFTCARDSCAMSETTLEMENT.COM)

**14. If I opt out, can I still get a Class Payment from this Settlement?**

No. If you opt out, you are telling the Court that you don't want to be part of the Class in this Settlement. You can only get a Class Payment if you remain in the Class. See Question 9.

**15. If I do not opt out, can I sue Apple for the same claims later?**

No. Unless you opt out, you are giving up the right to sue Apple regarding any claims that are related to the subject matter of the claims in this Lawsuit. You must opt out of this Lawsuit to have the ability to start or continue with your own lawsuit or be part of any other lawsuit against Apple.

**THE LAWYERS REPRESENTING THE CLASS****16. Do I have a lawyer in this case?**

Yes. The Court appointed the following attorneys to represent you as "Class Counsel":

Joseph P. Guglielmo Scott + Scott Attorneys at Law LLP 230 Park Avenue, 17th Floor New York, NY 10169 jguglielmo@scott-scott.com	Nyran Rose Rasche Cafferty Clobes Meriwether & Sprengel LLP 135 South LaSalle Street, Suite 3210 Chicago, IL 60603 nrasche@caffertyclobes.com	Anthony F. Fata Kirby McInerney LLP 211 West Wacker Drive, Suite 550 Chicago, IL 60606 afata@kmlp.com
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You do not have to pay Class Counsel out of your own pocket. If you want to be represented by your own lawyer and have that lawyer appear in Court for you in this case, you may hire one at your own expense.

**17. How will the lawyers be paid?**

Class Counsel may ask the Court for an award of Attorneys' Fees of up to one third of the \$35 million Settlement Amount, and Costs not to exceed \$700,000, as well as Service Awards not to exceed \$10,000 per Plaintiff. Class Counsel will move for both the Service Awards and for Attorneys' Fees and Costs at the Final Approval Hearing, and the Court will determine the amounts to be awarded. The Service Awards and Attorneys' Fees and Costs will be paid from the \$35 million that the Parties settled for before making Class Payments to Class Members. Apple reserves the right to object to the amount of the Service Awards and any Attorneys' Fees and Costs.

A copy of Class Counsel's motion for Attorneys' Fees and Costs and for the Class Representatives' Service Awards will be available at [www.giftcardscamsettlement.com](http://www.giftcardscamsettlement.com) by September 13, 2024.

**18. May I get my own lawyer?**

If you are in the Class, you are not required to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you may hire one at your own expense. If you opt out of the Settlement, you will no longer be represented by Class Counsel once the Settlement is approved.

**OBJECTING TO THE SETTLEMENT****19. How do I tell the Court that I do not like the Settlement?**

If you are a Class Member, you can tell the Court if there is something about the Settlement that you do not like by submitting an objection. You can't ask the Court to change the Settlement or order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Class Payments will be sent out and the Lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing. If you submit a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must: (a) clearly identify the case name and number (*Barrett v. Apple Inc.*, No. 5:20-cv-04812-EJD); (b) include your full name, address, telephone number, email address, and personally executed signature; (c) include the full name, address, telephone number, and email address of your attorney (if you are represented by counsel); (d) state the grounds for the objection; (e) include any reasonably available proof that you are a Class Member; (f) be submitted to the Court either by mailing to the Clerk of Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, 16th Floor, San Francisco, CA 94102, or by filing in person at any location of the United States District Court for the Northern District of California; and (g) be filed or postmarked on or before **October 15, 2024**.

**20. What is the difference between objecting and opting out?**

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class (and do not opt out). Opting out is telling the Court that you don't want to be part of the Class. If you opt out, you cannot object because the Settlement no longer affects you.

**THE COURT'S FINAL APPROVAL HEARING**

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

**21. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing on December 12, 2024, at 9:00 a.m., at the United States District Court for the Northern District of California, San Jose Courthouse, 280 South 1st Street, Courtroom 4, 5th Floor, San Jose, CA 95113. At this hearing, the Court will decide whether to approve the Settlement, Class Counsel's request for Attorneys' Fees and Costs, and the Service Awards to the Class Representatives. If there are objections, the Court will consider them. The Court may elect to move the Final Approval Hearing to a different date or time in its sole discretion, without providing further notice to the Class. The current date and time of the Final Approval Hearing can be confirmed at [www.giftcardscamsettlement.com](http://www.giftcardscamsettlement.com).

**22. Do I have to come to the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to come to the Final Approval Hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary.

**23. May I speak at the Final Approval Hearing?**

Yes. You may ask the Court for permission to speak at the Final Approval Hearing.

**IF YOU DO NOTHING****24. What happens if I do nothing at all?**

If you are a Class Member and you do nothing, you will not be eligible to receive a Class Payment. However, you will still be bound by the Settlement.

That is, you will not receive a payment, but you will give up the rights explained in Question 12, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Apple related to the Lawsuit or for claims that in any way are related to the subject matter of the claims in this Lawsuit.

**GETTING MORE INFORMATION****25. Are more details available?**

Visit the website at [www.giftcardscamsettlement.com](http://www.giftcardscamsettlement.com), where you will find the Settlement Agreement and other related documents. You may also call toll-free at 1-877-519-3812 or write to *Barrett v. Apple* Settlement Administrator, P.O. Box 301172, Los Angeles, CA 90030-1172. You may also contact Class Counsel (contact info listed under Question 16 above) or access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, Robert F. Peckham Federal Building & United States Courthouse, 280 South 1st Street, San Jose, CA 95113, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

# Exhibit K



VISIT THE SETTLEMENT WEBSITE BY  
SCANNING THE PROVIDED QR CODE

APBA

*Barrett v. Apple Inc.*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

Case No. 5:20-cv-04812-EJD

**Must Be Postmarked  
By October 15, 2024**

### Claim Form (for Known Class Members)

This Claim Form may be submitted online at [www.giftcardscamsettlement.com](http://www.giftcardscamsettlement.com) or completed and mailed to the address above. To receive cash benefits from this Settlement, you must submit your completed Claim Form online no later than October 15, 2024, or mail it so it is postmarked no later than October 15, 2024.

If you fail to return your Claim Form by the required date, your claim will be rejected, and you will be deemed to have waived all rights to receive a cash payment under this Settlement. Remember: To be valid, your Claim Form must be completely and accurately filled out, signed and dated, and must include all requested information. If your Claim Form is incomplete, untimely, illegible, not signed, missing supporting documentation, or contains false information, it may be rejected by the Settlement Administrator.

**I. Claimant Information:** The Settlement Administrator will use this information for communications and payments. If this information changes before settlement payments are issued, contact the Settlement Administrator at [admin@giftcardscamsettlement.com](mailto:admin@giftcardscamsettlement.com).

<input type="text"/>	<input type="text"/>	<input type="text"/>
First Name	M.I.	Last Name
<input type="text"/>		
Primary Address		
<input type="text"/>		
Primary Address Continued		
<input type="text"/>	<input type="text"/>	<input type="text"/>
City	State	ZIP Code
<input type="text"/>		
Email Address		
<input type="text"/>	<input type="text"/>	<input type="text"/>
Area Code	Telephone Number	

FOR CLAIMS PROCESSING ONLY	OB <input type="text"/>	CB <input type="text"/>	<input type="radio"/> DOC <input type="radio"/> LC <input type="radio"/> REV	<input type="radio"/> RED <input type="radio"/> A <input type="radio"/> B
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**II. Proof of Purchase:** You must provide **Proof of Purchase** by doing one of the following:

- (1) including proof that you purchased App Store & iTunes Gift Card(s), such as a sales receipt, that includes (i) the purchase date, (ii) the original purchase price, and (iii) at least the last four digits of any gift card number(s) associated with the relevant App Store & iTunes Gift Card(s); or
- (2) including evidence a report was submitted to a law enforcement or other government agency that includes (i) the purchase or scam date, (ii) the original purchase price or amount lost in the scam, and (iii) the gift card number(s) associated with the relevant App Store & iTunes Gift Card(s); or
- (3) including evidence that around the time of the scam incident, a report was submitted to a gift card retailer, gift card integrator, bank, credit card company, or the AARP that includes (i) the purchase or scam date, (ii) the original purchase price or amount lost in the scam, and (iii) the gift card number(s) associated with the relevant App Store & iTunes Gift Card(s); or
- (4) indicating by attestation, below, that you previously contacted Apple to report your scam incident and have already provided Apple with one of the types of **Proof of Purchase** listed in (1)–(3) above.

Fill in one:

☐ **Proof of Purchase:** I have enclosed: (1) a sales receipt or other proof of purchase that includes (i) the purchase date, (ii) the original purchase price, and (iii) at least the last four digits of any gift card number(s) associated with the relevant App Store & iTunes Gift Card(s); (2) evidence a report was submitted to a law enforcement or other government agency that includes (i) the purchase or scam date, (ii) the original purchase price or amount lost in the scam, and (iii) the gift card number(s) associated with the relevant App Store & iTunes Gift Card(s); or (3) evidence that around the time of the scam a report was submitted to a gift card retailer, gift card integrator, bank, credit card company, or the AARP that includes (i) the purchase or scam date, (ii) the original purchase price or amount lost in the scam, and (iii) the gift card number(s) associated with the relevant App Store & iTunes Gift Card(s).

☐ **Purchase Prior Contact Attestation:** I attest that: (1) I previously contacted Apple to report that I purchased App Store & iTunes Gift Card(s) during the Class Period and provided the redemption code of those App Store & iTunes Gift Card(s) to a third party that was unknown to me and sought the redemption code under false pretenses (the “Scam Incident”); and (2) I have already provided Apple with one of the types of Proof of Purchase listed in (1)–(3) above.

If you filled in the circle for **Purchase Prior Contact Attestation**, you must also fill in one of the following:

- ☐ The contact information provided to Apple to report the Scam Incident is the same as the contact information provided in Section I above; or
- ☐ The contact information provided to Apple to report the Scam Incident is as follows:

First Name	M.I.	Last Name
Primary Address		
Primary Address Continued		
City	State	ZIP Code
Email Address		
Area Code	Telephone Number	



**III. Proof of Alleged Third-Party Fraud:** In addition to **Proof of Purchase**, you must also provide **Proof of Alleged Third-Party Fraud** by doing one of the following:

- (1) including a report to a law enforcement or other government agency reflecting that you were a victim of the type of fraud<sup>1</sup> alleged here; or
- (2) including a report submitted around the time of the scam to a gift card retailer, gift card integrator, bank, credit card company, or the AARP reflecting that you were a victim of the type of fraud alleged here; or
- (3) indicating by attestation, below, that you previously contacted Apple to report your scam incident.

Fill in one:

☐ **Proof of Alleged Third-Party Fraud:** I have enclosed (1) a report to a law enforcement or other government agency reflecting that I was a victim of the type of fraud alleged here, or (2) a report submitted around the time of the scam to a gift card retailer, gift card integrator, bank, credit card company, or the AARP reflecting that I was a victim of the type of fraud alleged here.

☐ **Fraud Prior Contact Attestation:** I attest that I previously contacted Apple to report that I purchased App Store & iTunes Gift Card(s) during the Class Period and provided the redemption code of those App Store & iTunes Gift Card(s) to a third party that was unknown to me and sought the redemption code under false pretenses (the “Scam Incident”).

If you filled in the circle for **Fraud Prior Contact Attestation**, you must also fill in one of the following:

- ☐ The contact information I provided to Apple when reporting the Scam Incident is the same as the contact information provided in Section I above; or
- ☐ The contact information I provided to Apple when reporting the Scam Incident is as follows:

First Name	M.I.	Last Name
Primary Address		
Primary Address Continued		
City	State	ZIP Code
Email Address		
Area Code	Telephone Number	

<sup>1</sup> The type of fraud alleged here involves a third party unknown to you asking you to provide them with the redemption code of App Store & iTunes Gift Card(s) under false pretenses. False pretenses might include, for example, pretending to be the IRS or tech support and asking you to pay money using App Store & iTunes Gift Cards.



\$        .

Claim Amount

**VI. Attestation and Signature:** I attest that I: (1) purchased the App Store & iTunes Gift Card(s) that are the subject of my claim between January 1, 2015 and July 31, 2020 and provided the redemption code of those App Store & iTunes Gift Card(s) to a third party; (2) the third party was unknown to me and sought the redemption code under false pretenses; and (3) my claim excludes any amounts that I have already been refunded, cashed out, or received in compensation from any source in connection with my purchase of the relevant App Store & iTunes Gift Card(s).

Print Name: \_\_\_\_\_

# Exhibit L



VISIT THE SETTLEMENT WEBSITE BY  
SCANNING THE PROVIDED QR CODE

APBA

*Barrett v. Apple Inc.*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

Case No. 5:20-cv-04812-EJD

**Must Be Postmarked  
By October 15, 2024**

### Claim Form (for Unknown Class Members)

This Claim Form may be submitted online at [www.giftcardscamsettlement.com](http://www.giftcardscamsettlement.com) or completed and mailed to the address above. To receive cash benefits from this Settlement, you must submit your completed Claim Form online no later than October 15, 2024, or mail it so it is postmarked no later than October 15, 2024.

If you fail to return your Claim Form by the required date, your claim will be rejected, and you will be deemed to have waived all rights to receive a cash payment under this settlement. Remember: To be valid, your Claim Form must be completely and accurately filled out, signed and dated, and must include all requested information. If your Claim Form is incomplete, untimely, illegible, not signed, missing supporting documentation, or contains false information, it may be rejected by the Settlement Administrator.

**I. Claimant Information:** The Settlement Administrator will use this information for communications and payments. If this information changes before settlement payments are issued, contact the Settlement Administrator at [admin@giftcardscamsettlement.com](mailto:admin@giftcardscamsettlement.com).

<input type="text"/>										<input type="text"/>		<input type="text"/>									
First Name										M.I.		Last Name									
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Email Address																					
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Area Code				Telephone Number																	

FOR CLAIMS PROCESSING ONLY	OB	<input type="text"/>	CB	<input type="text"/>	<input type="radio"/> DOC	<input type="radio"/> RED
					<input type="radio"/> LC	<input type="radio"/> A
					<input type="radio"/> REV	<input type="radio"/> B

**II. Proof of Purchase:** You must provide **Proof of Purchase** by including one of the following with your Claim Form submission:

- (1) proof that you purchased App Store & iTunes Gift Card(s), such as a sales receipt, that includes (i) the purchase date, (ii) the original purchase price, and (iii) at least the last four digits of any gift card number(s) associated with the relevant App Store & iTunes Gift Card(s); or
- (2) evidence a report was submitted to a law enforcement or other government agency that includes (i) the purchase or scam date, (ii) the original purchase price or amount lost in the scam, and (iii) the gift card number(s) associated with the relevant App Store & iTunes Gift Card(s); or
- (3) evidence that around the time of the scam incident, a report was submitted to a gift card retailer, gift card integrator, bank, credit card company, or the AARP that includes (i) the purchase or scam date, (ii) the original purchase price or amount lost in the scam, and (iii) the gift card number(s) associated with the relevant App Store & iTunes Gift Card(s).

**III. Alleged Third-Party Fraud & Prior Contact Attestation:** In addition to **Proof of Purchase**, you must also provide **Proof of Alleged Third-Party Fraud** by doing one of the following:

- (1) including a report to a law enforcement or other government agency reflecting that you were a victim of the type of fraud<sup>1</sup> alleged here; or
- (2) including a report submitted around the time of the scam to a gift card retailer, gift card integrator, bank, credit card company, or the AARP reflecting that you were a victim of the type of fraud alleged here; or
- (3) indicating by attestation, below, that you previously contacted Apple to report your scam incident.

Fill in one:

- **Proof of Alleged Third-Party Fraud:** I have enclosed (1) a report to a law enforcement or other government agency reflecting that I was a victim of the type of fraud alleged here, or (2) a contemporaneous report to a gift card retailer, gift card integrator, bank, credit card company, or the AARP reflecting that I was a victim of the type of fraud alleged here.
- **Prior Contact Attestation:** I attest that I previously contacted Apple to report that I purchased App Store & iTunes Gift Card(s) during the Class Period and provided the redemption code of those App Store & iTunes Gift Card(s) to a third party that was unknown to me and sought the redemption code under false pretenses (the “Scam Incident”).

<sup>1</sup> The type of fraud alleged here involves a third party unknown to you asking you to provide them with the redemption code of App Store & iTunes Gift Card(s) under false pretenses. False pretenses might include, for example, pretending to be the IRS or tech support and asking you to pay money using App Store & iTunes Gift Cards.

If you filled in the circle for **Prior Contact Attestation**, you must also fill in one of the following:

- ☐ The contact information I provided to Apple when reporting the Scam Incident is the same as the contact information provided in Section I above; or
- ☐ The contact information I provided to Apple when reporting the Scam Incident is as follows:

First Name	M.I.	Last Name
Primary Address		
Primary Address Continued		
City	State	ZIP Code
Email Address		
	—	
Area Code		Telephone Number

**IV.** You must also tell us how much you are seeking in connection with your claim. To calculate the **Claim Amount**, total the face value of the App Store & iTunes Gift Card(s) that are the subject of your claim and then subtract any amounts that you have already been refunded, cashed out, or received in compensation from any source in connection with your purchase of the relevant App Store & iTunes Gift Card(s).

\$		.	
Claim Amount			

**V. Payment Information:** If you would like to receive your settlement electronically via ACH transfer, you must submit your Claim Form through the Settlement website at [www.giftcardscamsettlement.com](http://www.giftcardscamsettlement.com). Otherwise, if your claim is approved, a check payment will be sent to the address provided above.

**VI. Attestation and Signature:** I attest that I: (1) purchased the App Store & iTunes Gift Card(s) that are the subject of my claim between January 1, 2015 and July 31, 2020 and provided the redemption code of those App Store & iTunes Gift Card(s) to a third party; (2) the third party was unknown to me and sought the redemption code under false pretenses; and (3) my claim excludes any amounts that I have already been refunded, cashed out, or received in compensation from any source in connection with my purchase of the relevant App Store & iTunes Gift Card(s).

Signature: \_\_\_\_\_

Dated (mm/dd/yyyy): \_\_\_\_\_

Print Name: \_\_\_\_\_

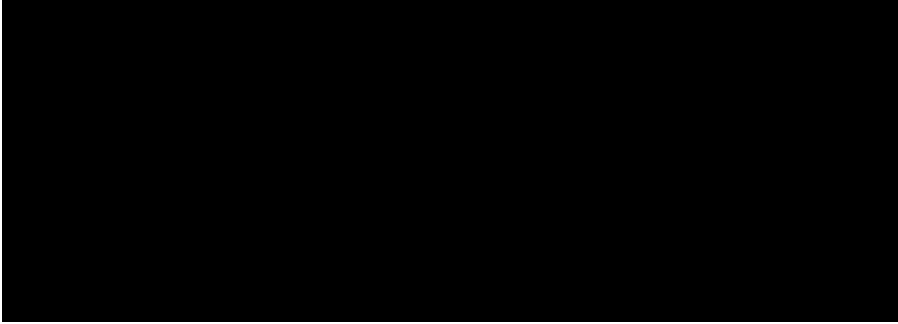
**SUBMISSION:** Submit this Claim Form online at [www.giftcardscamsettlement.com](http://www.giftcardscamsettlement.com) no later than October 15, 2024, or mail your completed form to the address above postmarked no later than October 15, 2024. If required, be sure to attach or include **Proof of Purchase** and **Proof of Alleged Third-Party Fraud** as described above.

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# Exhibit M

Barrett V. Apple inc  
NO. 5:20-CV-04812-EJD

Name BARBARA Jean Prince  
Address



cell  
email

I Barbara J. Prince want to opt out  
of case

Barrett V Apple inc  
NO. 5:20-CV-04812-EJD  
because I do not believe it  
pertains to me.

Barbara Jean Prince



SAN DIEGO CA 920

15 AUG 2024 PM 1 L

FREEDOM

RECEIVED

AUG 19 2024

VERITA GLOBAL

Barnett V Apple Settlement Administrator

P.O. BOX 301172

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

CARL BARRETT, et al.,

Plaintiffs,

v.

APPLE INC., et al.,

Defendants.

Case No. 5:20-cv-04812-EJD

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT AND AWARDED  
ATTORNEYS' FEES, COSTS AND  
SERVICE AWARDS**

1 This matter comes before the Court to determine whether to approve the settlement between  
 2 Plaintiffs Nancy Martin, Michel Polston, Maria Rodriguez, and Andrew Hagene (each a “Plaintiff”,  
 3 and collectively, “Plaintiffs”) and Defendants Apple Inc. and Apple Value Services, LLC  
 4 (collectively, “Defendants” or “Apple”). The Court, having reviewed and considered the Plaintiffs’  
 5 Motion for Final Approval of Class Action Settlement (ECF No. [REDACTED]) and Motion for Award of  
 6 Attorneys’ Fees and Costs and Class Representative Service Awards (ECF No. 273), the Settlement  
 7 Agreement and Release (“Settlement Agreement”), the pleadings and other papers on file in this  
 8 action, and the statements of counsel and the parties, including at the Fairness Hearing, hereby  
 9 **ORDERS** as follows:

10 1. The Court has jurisdiction over the subject matter of the above-captioned action (the  
 11 “Action”) and over the Parties to the Settlement, including Plaintiffs, Defendants, and all members  
 12 of the Settlement Class.

13 2. For purposes of this Order (“the Order”), except as otherwise set forth herein, the  
 14 Court incorporates the definitions contained in the Settlement Agreement.

15 3. Plaintiffs’ Motion for Final Approval of Class Action Settlement and Motion for  
 16 Award of Attorneys’ Fees and Costs and Class Representative Service Awards are **GRANTED**.

17 4. The Court finds that the Settlement Amount of \$35 million to be fair, adequate, and  
 18 reasonable, appears to be the product of arm’s-length and informed negotiations, and treats all  
 19 members of the class fairly in accordance with Rule 23 of the Federal Rules of Civil Procedure.

20 5. The Parties shall perform their obligations pursuant to the terms of the Settlement  
 21 Agreement and the Order.

22 6. The following Settlement Class is certified under Federal Rule of Civil Procedure  
 23 23(c) for settlement purposes:

24 “Settlement Class” shall mean all persons who purchased an Apple App Store &  
 25 iTunes gift card (an “Eligible Gift Card”) in the United States and its territories  
 26 from January 1, 2015 to July 31, 2020, provided the redemption code of such  
 27 Eligible Gift Card to a third party unknown to them who sought the code under  
 28 false pretenses, and did not receive a full refund or other form of compensation for  
 their complete losses from Apple or any third party. Excluded from the Class are  
 Defendants, their parents, subsidiaries, affiliates, officers, directors, and  
 employees; any entity in which Defendants have a controlling interest; all  
 employees of any law firm involved in prosecuting or defending this litigation, as

well as their immediate family members; and all judges assigned to hear any aspect of this litigation, as well as their staff and immediate family members. Also excluded from the Class are Settlement Class Members who timely and validly request exclusion.

7. Pursuant to Federal Rule of Civil Procedure 23(g), the Court previously appointed Nyran Rose Rasche and Nickolas Hagman of Cafferty Clobes Meriwether & Sprengel LLP; Anthony Fata and Sarah Flohr of Kirby McInerney LLP; and Joseph Guglielmo and Amanda Rolon of Scott+Scott as Class Counsel.

8. The form, manner, and content of the Email, Mail, Publication, and Website Notice were the best notice practicable under the circumstances, satisfied due process, provided adequate information to the Certified Class of all matters relating to the Class Settlement, and fully satisfied the requirements of Federal Rules of Civil Procedure 23(c)(2) and (e)(1).

9. Defendants shall fund the Settlement Amount of \$35 million in accordance with the terms of the Settlement Agreement, the Order, and the corresponding judgment in this Action (the "Judgment").

10. Plaintiffs shall be paid Service Awards from the Settlement Amount in accordance with the terms of the Settlement Agreement, the Order, and the Judgment, in the following amounts:

Andrew Hagene:	\$	
Maria Rodriguez:	\$	
Michel Polston:	\$	
Nancy Martin:	\$	

11. Class Counsel shall be paid \$ in attorneys' fees and \$ in costs in accordance with the terms of the Settlement Agreement and the Order.

12. The Settlement Administrator, KCC Class Action Services LLC, shall be paid \$ in settlement administration costs in accordance with the terms of the Settlement Agreement and the Order.

13. The Settlement Administrator shall disburse the Settlement Amount in accordance with the terms of the Settlement Agreement, the Order, and the Judgment.

1           14. As of the Effective Date and Defendants' funding of the Settlement Amount, all  
2 Class Members who did not validly and timely request exclusion from the Settlement have released  
3 the Released Claims (as defined in the Settlement Agreement), against all of the Released Parties  
4 (as defined in the Settlement Agreement).

5           15. As of the Effective Date and Defendants' funding of the Settlement Amount,  
6 Defendants have released the claims set forth in Section 8.5 of the Settlement Agreement.

7           16. The Court retains jurisdiction over the Parties, including Class Members, for the  
8 purposes of construing, enforcing, and administering the Order and the Judgment, as well as the  
9 Settlement Agreement itself.

10           17. The Court finds, pursuant to Rules 54(a) and (b) of the Federal Rules of Civil  
11 Procedure, that final judgment of dismissal with prejudice as to the Defendants should be entered  
12 forthwith and further finds that there is no just reason for delay in the entry of the Judgment, as  
13 Final Judgment, in accordance with the Settlement Agreement. The Clerk is **DIRECTED** to enter  
14 the proposed and approved form of Judgment, approved by this Court on [REDACTED],  
15 pursuant to Federal Rule of Civil Procedure 58.

16  
17  
18           **IT IS SO ORDERED.**

19  
20 Dated: \_\_\_\_\_

\_\_\_\_\_  
EDWARD J. DAVILA  
United States District Judge

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9 **UNITED STATES DISTRICT COURT**  
10 **NORTHERN DISTRICT OF CALIFORNIA**

11 CARL BARRETT, et al.,

12 Plaintiffs,

13 v.  
14

15 APPLE INC., et al.,

16 Defendants.  
17

Case No. 5:20-cv-04812-EJD

**[PROPOSED] JUDGMENT**

18 Judgment is hereby entered as to the specified class of persons (excluding Barbara Jean  
19 Prince, the only individual who validly and timely requested exclusion from the Settlement Class),  
20 in accordance with the Order Granting Final Approval of Class Action Settlement and Awarding  
21 Attorneys' Fees, Costs, and Service Awards.

22 **JUDGMENT APPROVED AS TO FORM:**  
23  
24

25 \_\_\_\_\_  
EDWARD J. DAVILA  
26 United States District Judge

27 **JUDGMENT ENTERED:** \_\_\_\_\_  
28

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