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14
 15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 16 **FOR THE COUNTY OF SACRAMENTO**

17 JOHN COOK, individually and on behalf of all
 18 others similarly situated,

19 Plaintiff,

20 vs.

21 APPLE INC., a California corporation; and DOES
 22 1 through 50, inclusive,

23 Defendants.

Case No. 34-2021-00311177-CU-OE-GDS

(Assigned to the Hon. Lauri A. Damrell, Dept. 22)

24 ~~PROPOSED~~ **ORDER GRANTING FINAL**
APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT

Date: March 29, 2024

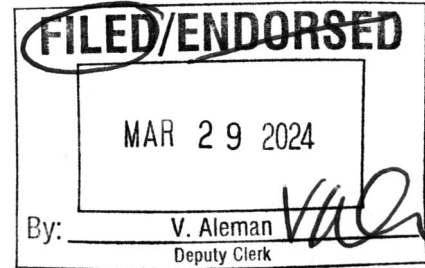
Time: 9:00 a.m.

Dept.: 22

Complaint Filed: November 17, 2021

FAC Filed: May 18, 2023

Trial Date: Not Set



1 Plaintiff John Cook (“Plaintiff”), and Defendant Apple Inc. (“Defendant”) (together, the
2 “Parties”) have entered into the Joint Stipulation of Class and Representative Action Settlement
3 (“Agreement” or “Settlement Agreement”) to settle the above-captioned class action subject to the
4 Court’s approval (the “Settlement”).

5 This matter is now before the Court on Plaintiff’s Motion for Final Approval of Class Action
6 Settlement, including approval of an enhancement payment for the Named Plaintiff and Class
7 Counsel’s application for attorneys’ fees and costs. The Court has read, heard, and considered all the
8 pleadings and documents submitted, and the presentations made in connection with the Motion
9 which was scheduled for hearing on March 29, 2024.

10 **I. BACKGROUND**

11 On November 17, 2021, Plaintiff filed a class action complaint against Defendant in the
12 Superior Court of the State of California, County of Sacramento, on behalf of himself and all
13 similarly situated employees (the “Action”).

14 On January 13, 2022, Plaintiff filed a related action against Defendant in the Superior Court
15 of the State of California, County of Sacramento, Case Number 34-2022-00313863 (the “PAGA
16 Action”).

17 On May 18, 2023, with leave from the Court, Plaintiff filed a First Amended Complaint in the
18 Action, adding the claims of the PAGA Action to the Action. The First Amended Complaint is the
19 operative Complaint (“Complaint”).

20 The Complaint asserted claims for: (1) violation of Labor Code § 226; and (2) violation of
21 Labor Code § 2698, *et seq.* Specifically, Plaintiff alleged that Defendant failed to provide accurate
22 wage statements identifying the total hours worked when an employee was paid overtime wages.

23 The PAGA Action was dismissed without prejudice on June 22, 2023.

24 **A. Class Members**

25 The “Settlement Class” is defined as “all current and former California employees of
26 Defendant, who worked at Defendant’s call center, which is located at Apple’s Sacramento Campus,
27 who were paid overtime and/or double-time wages at any time from November 12, 2020, through
28 January 1, 2022.”

1 **B. Operation of the Settlement**

2 Pursuant to the Preliminary Approval Order dated September 13, 2023, this Court
3 conditionally certified the Class and granted preliminary approval to the Settlement. The Preliminary
4 Approval Order also approved of the proposed form of notice and notice plan. The Court entered the
5 Preliminary Approval Order after review and consideration of the pleadings filed in connection
6 herewith, and the presentations made by counsel.

7 In compliance with the Preliminary Approval Order, the Class Notice was sent to all Class
8 Members via first class mail. The notice process was timely completed.

9 This Court finds that the Settlement appears to be the product of serious, informed, non-
10 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
11 treatment to any individuals. The Court further finds that the Settlement is fair, reasonable, and
12 adequate and that Plaintiff has satisfied the standards for final approval of a class action settlement
13 under California law. Under the provisions of California Code of Civil Procedure § 382 and Federal
14 Rule of Civil Procedure 23, as approved for use by the California state court in *Vasquez v. Superior*
15 *Court*, 4 Cal. 3d 800, 821 (1971), the trial court has discretion to certify a class where:

16 [Q]uestions of law or fact common to the members of the class predominate
17 over any questions affecting only individual members, and that a class
18 action is superior to the available methods for the fair and efficient
19 adjudication of the controversy...Fed. R. Civ. Proc. 23.

20 Certification of a settlement class is the appropriate judicial device under these circumstances.

21 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS
22 FOLLOWS:

23 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
24 Settlement Agreement filed in this case.

25 2. The Court has jurisdiction over the subject matter of the litigation, the Class
26 Representative, the other Members of the Settlement Class, and Defendant.

27 3. The Court finds that the dissemination of the Notice of Proposed Class Action
28 Settlement as disseminated to the Settlement Class, constituted the best notice practicable under the

1 circumstances to all Persons within the definition of the Settlement Class, and fully met the
2 requirements of California law and due process under the United States Constitution.

3 4. The Court approves the Settlement of the above-captioned action, as set forth in the
4 Settlement Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The Settling
5 Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement.

6 5. Except as otherwise provided in the Settlement Agreement, the Settling Parties are to
7 bear their own costs and attorneys' fees.

8 6. The Court hereby certifies the following Settlement Class for settlement purposes only:
9 all current and former California employees of Defendant, who worked at Defendant's call center,
10 which is located at Apple's Sacramento Campus, who were paid overtime and/or double-time wages
11 at any time from November 12, 2020, through January 1, 2022.

12 7. With respect to the Settlement Class and for purposes of approving the settlement only
13 and for no other purpose, this Court finds and concludes that: (a) the members of the Settlement
14 Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are
15 questions of law or fact common to the Settlement Class, and there is a well-defined community of
16 interest among Members of the Settlement Class with respect to the subject matter of the claims in
17 the Litigation; (c) the claims of Class Representative is typical of the claims of the members of the
18 Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of the
19 members of the Settlement Class; (e) a class action is superior to other available methods for an
20 efficient adjudication of this controversy; and (f) the counsel of record for the Class Representative,
21 *i.e.*, Class Counsel, are qualified to serve as counsel for the Plaintiff in his individual and
22 representative capacity and for the Settlement Class.

23 8. Defendant shall fund \$495,000.00 of the total Gross Settlement Amount pursuant to the
24 terms of the Settlement Agreement.

25 9. The Court approves the Individual Class Payment and Individual PAGA Payment
26 amounts, which shall be distributed pursuant to the terms of the Settlement Agreement.

27 10. Defendant shall pay (a) to Class Counsel attorneys' fees in the amount of ~~\$173,250.00~~ \$165,000
28 and reimbursement of costs in the amount of \$15,565.84; (b) enhancement payment to the Class

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1 Representative John Cook to reimburse him for his unique services in the following amount:
2 \$10,000.00; and (c) \$14,000.00 to the Settlement Administrator, ILYM Group, Inc. for its fees and
3 costs relating to the settlement administration process. The Court finds that these amounts are fair
4 and reasonable. Defendant is directed to make such payments in accordance with the terms of the
5 Settlement Agreement.

6 11. The Court hereby enters final judgment in this case in accordance with the terms of the
7 Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the
8 Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the
9 action and the Parties, including all Participating Settlement Class Members, for purposes of
10 enforcing and interpreting this Order and the Settlement as per CRC 3.769(h).

11 12. As set forth in the Settlement Agreement, any uncashed funds will be sent to the
12 Unclaimed Property Fund of the California Controller's Office.

13 13. The Court sets 1/10/25 as the date for the administrative compliance hearing.
14 IT IS SO ORDERED AND ADJUDGED.

15
16 DATED: 3/29/24



17 
18 HON. LAURI A. DAMRELL
19 SUPERIOR COURT OF CALIFORNIA

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