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FILED
Superior Court of California
County of Sacramento
09/13/2023
V. Aleman, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

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

Plaintiff,

vs.

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

Defendants.

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

(Assigned to the Hon. Lauri A. Damrell, Dept. 28)

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: September 1, 2023

Time: 9:00 a.m.

Dept.: 28

Reservation No. A-311177-001

Complaint Filed: November 17, 2021

FAC Filed: May 18, 2023

Trial Date: Not Set



BY FAX

1 Plaintiff's application for an Order Granting Preliminary Approval of Class Action Settlement
2 was filed with the Court on ***, and a hearing was held before this Court on September 1, 2023.

3 The Court has considered the Joint Stipulation of Class and Representative Action Settlement
4 ("Settlement Agreement") and all other papers filed in this action.

5 NOW THEREFORE, IT IS HEREBY ORDERED:

6 1. This Court grants preliminary approval of the Settlement Agreement between Plaintiff
7 John Cook and Defendant Apple Inc. filed herewith. The Joint Stipulation of Class and Representative
8 Action Settlement appears to be fair, adequate, and reasonable to the Class;

9 2. The Class Representative and Defendant (hereafter, "Settling Parties"), through their
10 counsel of record in the Litigation, have reached an agreement to settle all claims in the Litigation on
11 behalf of the Class (as defined below and in the Settlement Agreement) as a whole;

12 3. The Court hereby conditionally certifies the following Class for settlement purposes
13 only:

14 all current and former California employees of Defendant, who worked at Defendant's call
15 center, which is located at Apple's Sacramento Campus, who were paid overtime and/or
16 double-time wages at any time from November 12, 2020, through January 1, 2022.

17 Should for whatever reason the Settlement Agreement not become Final, the fact that the
18 Parties were willing to stipulate to certification of a class as part of the Settlement Agreement shall
19 have no bearing on, or be admissible in connection with, the Litigation or the issue of whether a class
20 should be certified in a non-settlement context.

21 4. The Court appoints and designates: (a) Plaintiff John Cook as Class Representative and
22 (b) Larry W. Lee, Kristen M. Agnew, and Nicholas Rosenthal of Diversity Law Group, P.C. and
23 William L. Marder of Polaris Law Group as Class Counsel for the Class. Class Counsel is authorized
24 to act on behalf of the Class with respect to all acts or consents required by, or which may be given,
25 pursuant to the Settlement Agreement, and such other acts reasonably necessary to finalize the
26 Settlement Agreement and its terms. Any Class Member may enter an appearance through his or her
27 own counsel at such Class Member's own expense. Any Class Member who does not enter an
28 appearance or appear on his or her own behalf will be represented by Class Counsel.

1 5. The Court hereby approves the terms and conditions provided for in the Settlement
2 Agreement. The Court finds that on a preliminary basis the Settlement Agreement falls within the
3 range of reasonableness of a settlement, including the amount of the PAGA penalties, and appears to
4 be presumptively valid, subject only to any objections that may be raised at the final fairness hearing
5 and final approval by the Court. It appears to the Court on a preliminary basis that the settlement is
6 fair, adequate, and reasonable as to all potential Class Members when balanced against the probable
7 outcome of further litigation relating to liability and damages issues. It also appears that investigation,
8 research, and court proceedings have been conducted so that counsel for the Settling Parties are able to
9 reasonably evaluate their respective positions. It appears to the Court that settlement at this time will
10 avoid substantial additional costs by all Settling Parties, as well as avoid the delay and risks that
11 would be presented by the further prosecution of the Litigation. It also appears that settlement has
12 been reached as a result of intensive, serious, and non-collusive arm's-length negotiations.

13 6. A final fairness hearing on the question of whether the proposed Settlement
14 Agreement, the allocation of payments to Participating Class Members and Settlement Aggrieved
15 Employees, attorneys' fees and costs to Class Counsel, payment of PAGA penalties to the Labor
16 Workforce & Development Agency, and the Class Representative Service Award should be finally
17 approved as fair, reasonable, and adequate as to the members of the Class is hereby set for
18 March 29, 2024 at 9:00 a.m. in this Court.

19 7. The Court hereby approves, as to form and content, the Notice of Class Action
20 Settlement ("Class Notice") to be sent to Class Members, which is attached as **Exhibit A** to the
21 Settlement Agreement. The Court finds that distribution of the Class Notice substantially in the
22 manner and form set forth in the Settlement Agreement and this Order meets the requirements of due
23 process and shall constitute due and sufficient notice to all parties entitled thereto.

24 8. The Court appoints and designates ILYM Group, Inc., as the Settlement Administrator.
25 The Court hereby directs the Settlement Administrator to provide the approved Class Notice to Class
26 Members using the procedures set forth in the Settlement Agreement.

27 9. Any Class Member may choose to opt out of and be excluded from the settlement as
28 provided in the Settlement Agreement and Class Notice by following the instructions for requesting

1 exclusion. Any person who timely and properly opts out of the settlement will not be bound by the
2 Settlement Agreement or have any right to object, appeal, or comment thereon with the exception of
3 the Settled PAGA Claims, for which there is no opt-out. Any Request for Exclusion must be in writing
4 and signed by each such Class Member opting out and must otherwise comply with the requirements
5 delineated in the Class Notice. Class Members who have not requested exclusion by submitting a valid
6 and timely Request for Exclusion, by the Response Deadline, shall be bound by all determinations of
7 the Court, the Settlement Agreement, and Judgment.

8 10. Any Class Member may object to the Settlement Agreement or express his or her views
9 regarding the Settlement Agreement and may present evidence and file briefs or other papers that may
10 be proper and relevant to the issues to be heard and determined by the Court as provided in the Class
11 Notice.

12 11. The Motion for Final Approval shall be filed by the Class Representative no later than
13 sixteen (16) court days before the Settlement Fairness Hearing.

14 12. The Court reserves the right to adjourn or continue the date of the Settlement Fairness
15 Hearing and all dates provided for in the Settlement Agreement without further notice to the Class and
16 retains jurisdiction to consider all further applications arising out of or connected with the Settlement
17 Agreement.

18 IT IS SO ORDERED.

19
20 DATED: 09/13/2023



HON. LAURI A. DAMRELL
SUPERIOR COURT OF CALIFORNIA

