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UNITED STATES DISTRICT COURT

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NORTHERN DISTRICT OF CALIFORNIA

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SAN JOSE DIVISION

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DAVID WALSH, an individual, DAVID
KALUA, an individual, on behalf of
themselves, and on behalf of all persons
similarly situated,

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Plaintiffs,

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vs.

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APPLE, INC.,

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Defendants.

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CASE NO. **05:08-cv-04918 JF**
(Class Action)

DECLARATION OF NORMAN B.
BLUMENTHAL IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS SETTLEMENT

Judge: Hon. Jeremy Fogel
Court: Dept. 3

Hearing Date: February 26, 2010
Hearing Time: 9:00 a.m.

Action Filed: August 4, 2008

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1 I, NORMAN B. BLUMENTHAL, declare as follows:

2 1. I am a partner in the law firm of Blumenthal, Nordrehaug & Bhowmik counsel of
3 record for the Plaintiffs and the putative Class in this matter. As such, I am fully familiar with the
4 facts, pleadings and history of this matter. The following facts are within my own personal
5 knowledge, and if called as a witness, I could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of plaintiff’s Motion For an Order
7 (1) Preliminarily Approving Settlement of Plaintiffs’ Claims; (2) Scheduling Final Settlement
8 Hearing; and, (3) Directing that Notice be sent to Class Members. Lodged herewith as Exhibit 1 is
9 a copy of the Stipulation and Settlement Agreement (“Agreement”) along with exhibits thereto.

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11 Fairness of Settlement

12 3. Under the terms to which the Parties have agreed, Apple will make a payment no
13 more than Nine Hundred Ninety Thousand Dollars (\$990,000.00). The settlement will be made on
14 a claims-made basis without a reversion to Apple except for payment of taxes. Decl. Blumenthal, ¶
15 3. This sum is inclusive of all claims of the Settlement Class members, as well as Class Counsel’s
16 attorneys’ fees and costs, incentive awards for the Class Representatives, PAGA payments, and the
17 cost of class notice and claims administration.

18 4. The Agreement provides for a claims process to make payments on each timely and
19 valid claim submitted. All Class Members will receive an opportunity to participate in and receive
20 payment.

21 5. The Parties engaged in private mediation before the respected Mediator of
22 employment class actions, Mark Rudy, to try and resolve the claims alleged in the Action. The
23 Parties attended the mediation on April 27, 2009, but the Parties were not able to reach settlement at
24 the mediation. Following the exchange of additional information and subsequent discussions and
25 negotiations, the Parties thereafter reached this Agreement. The parties prepared for the mediation
26 by exchanging payroll data, calculating damages and submitting mediation briefs to Mr. Rudy.

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1 Subsequent discovery was conducted by both parties, including multiple sets of production
2 requests, interrogatories and admission requests. As a result of the mediation process, the parties
3 ultimately reached a settlement that they believe to be fair and reasonable in light of the experience
4 of the Parties' attorneys as Counsel in other wage and hour cases, and the uncertainties and cost of
5 the years of litigation the Parties faced if the settlement was not reached. This is an excellent result
6 for the members of the Settlement Class. Liability in this case was uncertain because some or all of
7 the Class Members may have been exempt from certain pay requirements applicable to nonexempt
8 employees. Indeed, some courts have found exemptions to apply in cases involving similar facts.

9 6. The damage estimate calculations to compensate for the amount due for the
10 nonpayment of wages were calculated by DM&A, Plaintiffs' damage expert. For the Class
11 Members whose claims are at issue here, DM&A reviewed Apple's time and payroll data and
12 assumed that each employee was not paid for five (5) overtime hours for each week worked during
13 the Class period and missed one meal break per work week. Plaintiffs' expert then calculated the
14 compensation owed to the members of the class and found that Apple was subject to a Class-wide
15 claim of \$2,901,942 for the 5 unpaid hours of overtime. Once estimates for meal break
16 compensation, wage statement penalties, waiting time penalties and other statutory penalties are
17 included, the total damage estimates were \$3.6 million. Consequently, Plaintiffs reasonably
18 believed that Apple was subject to total claims of about \$3.6 million for the entire Class Period for
19 unpaid overtime and penalties that was susceptible to solid proof. The settlement of \$990,000,
20 before deductions, represents 27% of the total possible claims, assuming these amounts could be
21 proven at trial, and represents 34% of the total overtime estimate. Clearly the goal of this litigation
22 has been met.

23
24 Procedural History of the Litigation

25 7. On August 4, 2008, Plaintiff David Walsh filed a complaint in the Southern District
26 of California on behalf of a putative class of "Network Engineers" who worked for Apple by
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1 physically installing, physically configuring, and physically replacing and maintaining network
2 equipment. [Doc. No. 1]. The central allegation of the Action was that these employees were
3 misclassified as exempt. On September 9, 2008, Plaintiff Walsh filed a First Amended Complaint.
4 [Doc. No. 5]. Apple filed a motion to strike and for a more definite statement on September 23,
5 2008. [Doc. No. 6]. Apple also filed a motion to change the venue of the Action. [Doc. No. 7].
6 Upon joint motion of the Parties, on October 24, 2008, the Action was transferred to the United
7 States District Court for the Northern District of California. [Doc. No. 12].

8 8. To address some of the issues raised by the motions filed by Apple, Plaintiffs filed a
9 Second Amended Complaint on December 30, 2008, which in part added David Kalua as a Named
10 Plaintiff and revised the class allegations to include employees in the positions “Systems
11 Engineers,” “Data Center Systems Engineers,” “WAN Network / Voice Engineers,”
12 “Network Engineers,” “Retail Engineers,” and “Information Systems Analyst,” who worked
13 within the Global Network and Computing Services Group ("GNCS") and the Information
14 Systems & Technology Group ("IS&T") at Apple. [Doc. No. 16]. On January 29, 2009,
15 Apple filed a motion to strike and for a more definite statement with respect to the Second
16 Amended Complaint. [Doc. No. 17]. Plaintiffs prepared and filed opposition to the motions
17 by Apple on February 23, 2009. [Doc. No. 19]. The Parties appeared before this Court and
18 argued the motions. On March 23, 2009, this Court granted the motions in part and denied
19 the motions in part. [Doc. No. 21].

20 9. In accordance with the Order of this Court, Plaintiffs filed their Third
21 Amended Complaint on May 1, 2009. [Doc. No. 31]. Apple answered the Third Amended
22 Complaint on May 18, 2009. [Doc. No. 35]. Litigation of the Action ensued. The Parties
23 prepared a discovery plan and both Parties propounded substantial written discovery. The
24 depositions of David Walsh was taken. The Parties were completing the necessary
25 discovery for class certification, when the Parties agreed to stay formal discovery and
26 resume their settlement discussions.

1 10. Apple provided Plaintiffs with the payroll data, employment information , policies
2 and procedures, job descriptions, performance reviews and other data and which Plaintiff required
3 for mediation. After initial exchanges of information, the Parties mediated on April 27, 2009 before
4 respected mediator, Mark Rudy. The Parties were not able to reach settlement at the mediation
5 session, however, discussions continued in the following motions. Ultimately, these subsequent
6 discussions and negotiations were successful, and the Parties reached this Agreement.

7 11. Although a settlement has been reached and Apple is not opposing the motion for
8 preliminary approval, Apple denies any and all liability or wrongdoing of any kind associated with
9 the claims alleged in the Complaint. Apple maintains, among other things, that they have complied
10 at all times with the California Labor Code, that the members of the putative class are properly
11 classified as exempt under California law and that all members of the putative class were properly
12 paid all wages owed to them. Specifically, in Apple’s view, the Class Members are properly
13 classified as exempt because they spend the majority of their time engaged in work directly related
14 to the general business operations of Apple and were, therefore, covered under the administrative
15 exemption. Apple also maintains that some Class Members were exempt under the executive and
16 professional exemptions.

17 12. Plaintiffs contend that Apple violated California wage and hour laws and the FLSA,
18 and that the Action is appropriate for class certification on the basis that the Plaintiffs’ claims meet
19 the requisites for class certification. Without admitting that class certification is proper, Apple has
20 stipulated that a Class of individuals employed by Apple in a Class Position in California during the
21 respective settlement subclass class periods may be certified for settlement purposes only. The
22 Parties agree that certification for settlement purposes is not an admission that class certification
23 would be proper if the class certification issue were litigated. Further, this agreement is not
24 admissible in this or any other proceeding as evidence that the Class could be certified absent a
25 settlement. Solely for purposes of settling the lawsuits, the Parties stipulate and agree that the
26 requisites for establishing class certification with respect to the Class, as defined above, have been
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1 met and are met.

2 13. Class Counsel has conducted a thorough investigation into the facts of the class
3 action. Class Counsel has diligently evaluated the Class Members' claims against Apple. Prior to
4 the Parties executing the Agreement, Apple provided Class Counsel with access to Class Member
5 data, including data reflecting the weeks worked by the Class Members and relevant salary
6 information for the positions at issue, and contact information for the employees to conduct
7 interviews. Based on the foregoing data and their own independent investigation and evaluation,
8 Class Counsel believes that the settlement with Apple for the consideration and on the terms set
9 forth in this Agreement is fair, reasonable, and adequate and is in the best interest of the Class in
10 light of all known facts and circumstances, including the risk of significant delay, defenses asserted
11 by Apple, and numerous potential appellate issues.

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13 Plan of Allocation

14 14. In consideration for settlement of this Action and a release of the claims as described
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16 in the Agreement, Apple agrees to pay into a Settlement Fund a sum not to exceed Nine Hundred
17 Ninety Thousand Dollars (\$ 990,000.00) ("Settlement Fund"). The Settlement Fund in this Action
18 has five components: (1) the Settlement Awards; (2) the Named Plaintiff Awards; (3) the Fee and
19 Costs Payment; (4) the Administration Payment; and (5) the PAGA Payment. The "Net Settlement
20 Sum" is the amount remaining in the Settlement Fund after deductions from the Settlement Fund for
21 Administration Costs, the Fee and Costs Award, the Named Plaintiff Awards, and the PAGA
22 Payment.

23 15. The Net Settlement Sum shall be paid entirely to Settlement Class Members, except
24 that if there is unclaimed residue it shall first be used to satisfy Defendant's obligations to pay
25 payroll taxes on the Settlement Awards. The Net Settlement Fund will be distributed as follows:

26 16. Each Settlement Class Member will be eligible to receive a Settlement Award
27 pursuant to the following formula: Based on data provided by Defendant, the Settlement

1 Administrator shall initially calculate the number of weeks (including each partial week as a full
2 week) of employment for each Plaintiff in a Class Position in the Class Period ("Work Weeks").
3 Then, each Subclass One Member's Work Weeks shall be multiplied by 1.0 in recognition of a
4 release of FLSA claims to arrive at that Class Member's "Subclass One Weekly Employment
5 Credits." Each member of Subclass Two shall have his or her Work Weeks multiplied by 2.0 in
6 recognition of a release of California state law claims to arrive at that Class Member's "Subclass
7 Two Weekly Employment Credits." Each Member of Subclass Three shall have his or her Work
8 Weeks multiplied by 2.5 to arrive at that Class Member's "Subclass Three Weekly Employment
9 Credits." The Net Settlement Sum will then be divided by the total number of Weekly Employment
10 Credits (defined as the sum of the Subclass One, Subclass Two, and Subclass Three Weekly
11 Employment Credits) to obtain an amount per Weekly Employment Credit. This amount per
12 Weekly Employment will then be multiplied by the Weekly Employment Credits worked by each
13 respective Class Member to determine the Settlement Award available to each respective
14 Settlement Class Member. In the event that the entire Net Settlement Sum is not claimed by the
15 Settlement Class Members, any unclaimed Settlement Award funds shall be used first to pay any
16 corporate payroll tax obligations, and then the remainder of any such funds shall be distributed pro
17 rata to Settlement Class Members.

18 17. As per paragraph 64 of the Agreement, Apple and their counsel will not oppose an
19 attorneys' fees award to Class Counsel of 25% of the Settlement Fund or \$247,500 (Two Hundred
20 Forty-Seven Thousand and Five Hundred Dollars) as a Fee and Costs Payment to compensate Class
21 Counsel for all of the work already performed in this case and all of the work remaining to be
22 performed in documenting the Settlement, securing Court approval of the Settlement, making sure
23 that the Settlement is fairly administered and implemented and obtaining dismissal of the actions.
24 The amounts paid in fees and costs shall constitute full satisfaction of any obligation to pay for
25 attorneys' fees, expenses or costs past, present and future incurred in the Action.

26 18. As per paragraph 67 of the Agreement, Class Counsel will request that Class
27 Representatives Walsh and Kalua each receive an class representative service award of \$10,000
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1 (Ten Thousand Dollars) as Named Plaintiff Awards for their service as a Class Representative.
2 These awards will be paid in addition to their individual claims for a share to which they are
3 otherwise entitled through the claims process. Apple will not oppose this request.

4 19. As per paragraph 71 of the Agreement, a PAGA Payment in the amount of \$49,500
5 (Forty-Nine Thousand and Five Hundred Dollars) shall be allocated from the Settlement Fund to
6 pay all applicable penalties under the California Labor Code's Private Attorney General Act of
7 2004, as amended, California Labor Code sections 2699 et. seq. The PAGA Payment shall be paid
8 to the California Labor and Workforce Development Agency within 30 days after the Effective
9 Date.

10 20. As per paragraphs 2 and 52 of the Agreement, the reasonable costs of the Settlement
11 Administrator associated with the administration of this Settlement will be paid from the Settlement
12 Fund. The Parties currently project the Administration Payment to be no more than \$10,000 (Ten
13 Thousand Dollars). The Settlement Administrator will be Gilardi & Company LLC.

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15 Risks of Continued Litigation

16 21. Plaintiffs and Class Counsel recognize the expense and length of continuing to
17 litigate and trying this Action against Apple through possible appeals which could take several
18 years. Class Counsel has also taken into account the uncertain outcome and risk of litigation,
19 especially in complex actions such as this Action. Class Counsel is also mindful of and recognize
20 the inherent problems of proof under, and alleged defenses to, the claims asserted in the Action.
21 Based upon their evaluation, Plaintiffs and Class Counsel has determined that the settlement set
22 forth in the Agreement is in the best interest of the Class Members.

23 22. Here the litigation has been hard-fought with aggressive and capable advocacy on
24 both sides. Clearly the goal of this litigation, to seek redress for the Class, has been met.

25 23. Here, a number of defenses asserted by Apple present serious threats to the claims of
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27 Plaintiffs and the other Class Members. For example Apple contended that many Class Members

1 were barred from recovery by the “administrative exemption” set forth in 29 C.F.R. Section
2 541.402, which provides:

3 Computer employees within the scope of [the computer professional exemption] may
4 also have . . . administrative duties which qualify the employees for exemption under
5 [the administrative exemption]. For example, systems analysts and computer
6 programmers generally meet the duties requirement for the administrative exemption
if their primary duty includes work such as planning, scheduling, and coordinating
activities required to develop systems to solve complex business, scientific or
engineering problems of the employer or the employer’s customers.

7 Apple also relied on 29 C.F.R. § 541.201(a)(b) which provides:

8 Work “directly related to management or general business operations” includes, but is
9 not limited to, work in functional areas such as tax; finance; accounting; budgeting;
10 auditing; insurance; quality control; purchasing procurement; advertising; marketing;
11 research; safety and health; personnel management; human resources; employee
benefits; labor relations; public relations; government relations; computer network,
internet and database administration; legal and regulatory compliance; and similar
activities.

12 These new federal regulations specifically identify work as a project manager as an example of that
13 which qualifies for the administrative exemption. 29 C.F.R. Section 541.203 (c) states: “An
14 employee who leads a team of other employees assigned to complete major projects for the
15 employer . . . generally meets the duties requirements for the administrative exemption, even if the
16 employee does not have direct supervisory responsibility over the other employees on the team.”

17 24. In Bagwell v. Florida Broadband, 2005 WL 1962562, (S.D. Fla. 2005), the district
18 court found that a network operation engineer was exempt under both the administrative and the
19 computer professional exemptions to the FLSA. The court found that the administrative exemption
20 applied where plaintiff’s primary duty was developing, improving, and making Florida Broadband’s
21 network system function reliably. Although the plaintiff performed some physical work, the court
22 found that the plaintiff’s primary duty was not manual because the predominance of plaintiff’s
23 duties were problem-solving, office and administrative duties. Id. at 1323-24. In Koppinger v.
24 American Interiors, Inc., 295 F. Supp. 2d 797 (N.D. Ohio 2003), the court granted summary
25 judgment for the employer, finding that the plaintiff who was responsible for maintaining the
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1 company's computer system qualified for the administrative exemption. Id. at 799.¹

2 25. Similarly here, Apple would have certainly argued that the Class Members were
3 properly classified as exempt because many similarly skilled technical workers have been found to
4 be properly classified as exempt administrators. While other cases have found that such employees
5 are misclassified as exempt, liability in this action would have been hotly disputed and was by no
6 means a foregone conclusion.

7 26. There was also a significant risk that, if the Actions were not settled, Plaintiffs would
8 be unable to obtain class certification and thereby not recover on behalf of any Apple employees
9 other than themselves. In Dunbar v. Albertson's, Inc., 141 Cal. App. 4th 1422, 1431-32 (2006), the
10 California Court of Appeal recently affirmed an order denying class certification to a class of
11 employees who claimed that they were denied overtime pay because whether the executive
12 exemption applied would have had to have been individually determined for each class member
13 which meant that common issues did not predominate. Similarly, here Apple would have certainly
14 argued in opposing class certification that individual issues predominated because the applicability
15 of the administrative exemption would have to be separately determined for each Class Member
16 based on their individual experience. While other cases have approved class certification in
17 overtime wage claims, class certification in this action would have been hotly disputed and was by
18 no means a foregone conclusion.

19 27. Class Counsel has conducted a thorough investigation into the facts of the class
20 action. Class Counsel began investigating the Class Members' claims before this action was filed.
21 Class Counsel also obtained production of extensive business and payroll records produced through
22 both formal and informal discovery. Class Counsel engaged in an extensive review and analysis of

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24 ¹ See also Heffelfinger v. Elec. Data Sys. Corp., 2008 U.S. Dist. LEXIS 46461 (C.D. Cal.
25 June 6, 2008) (holding that classes of information technology workers were exempt under the
26 administrative exemption); Hickman v. United States, 10 Cl. Ct. 550, 561 (1986)(holding that
27 electronics technician and computer equipment analyst were exempt under the administrative
28 exemption); Shillinglaw v. System Works, Inc., 1993 WL 603289 (N.D. Ga. 1993)(holding that
computer programmer/analyst was an exempt administrative employee); Raper v. State of Iowa,
688 N.W.2d 29, 43 (Iowa 2004).

1 the relevant documents and data with the assistance of experts. Class Counsel also received contact
2 information for the Class and interviewed potential Class Members. Accordingly, the agreement to
3 settle did not occur until Class Counsel possessed sufficient information to make an informed
4 judgment regarding the likelihood of success on the merits and the results that could be obtained
5 through further litigation.

6 28. Based on the foregoing data and their own independent investigation and evaluation,
7 Class Counsel is of the opinion that the settlement with Apple for the consideration and on the
8 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
9 class in light of all known facts and circumstances, including the risk of significant delay, defenses
10 asserted by Apple, and numerous potential appellate issues. Apple and Apple's counsel also agree
11 that the Agreement is fair and in the best interest of the Class Members. There can be no doubt that
12 Counsel for both parties possessed sufficient information to make an informed judgment regarding
13 the likelihood of success on the merits and the results that could be obtained through further
14 litigation.

15 29. There is no need for continued litigation simply to reaffirm what is already known
16 by the negotiating parties. The extensive due diligence performed by Class Counsel has not created
17 any doubt concerning the accuracy of the information supplied by Apple. Given the complexities
18 of this case, potential offsets, along with the uncertainties of proof and appeal, the proposed
19 settlement in Plaintiffs' view is well within the range of possible approval and has no obvious
20 deficiencies.

21 Class Certification

22 30. The proposed settlements meet all of the requirements for class certification under
23 F.R.C.P. §23(b)(2) as demonstrated below, and therefore, the Court may appropriately approve the
24 Settlement Class as defined in the Agreement. This Court should conditionally certify a settlement
25 class for settlement purposes only that consists of all of Defendant's current and former employees
26 in the IS&T and/or Global Computing Network Services ("GNCS") division in the United States
27 who were classified as exempt holding the job titles of Network Engineer (levels 1 through 3),
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1 Telecommunication Engineer (levels 1 through 3), Information Systems Engineer (levels 1 through
2 3), Systems Engineer (levels 1 through 3), Information Systems Analyst (levels 1 through 3),
3 Tech/Info Systems Analyst (levels 1 through 3), or substantially similar job titles at levels 1, 2 and 3
4 who worked at any time from August 4, 2004 through the date of preliminary Court approval of this
5 Settlement. All other employees in all other job titles and job levels within the class definition in
6 the Third Amended Complaint shall be dismissed from the Action without prejudice.

7 a. **Numerosity** - Here, the Settlement Class is composed of over 100 current
8 and former employees, which is sufficiently numerous.

9 b. **Commonality** - Here, common questions of law and fact, as alleged by the
10 Plaintiffs, are present, specifically the question of whether the GNCS and IS&T Support Staff
11 employees employed by Apple are “exempt.”

12 c. **Typicality** - The Plaintiffs, like every other member of the Class, were
13 employed by Apple and classified as “exempt” by Apple. The Plaintiffs performed the same type of
14 computer installation and maintenance work as the members of the Class. The Plaintiffs, like every
15 other member of the Class, claim unpaid overtime wages for work performed in the same job
16 classifications. Thus, the claims of both the Plaintiffs and the Members of the Class arise from the
17 same course of conduct by the Apple, involve the same work performed in connection with the
18 Apple computer systems, and are based on the same legal theories.

19 d. **Adequacy** - Plaintiffs are well aware of their duties as representatives of the
20 class and have actively participated in the prosecution of this case to date. They effectively
21 communicated with counsel, providing documents to counsel and participated extensively in
22 discovery and investigation of the Action. Plaintiff Walsh appeared for deposition and testified
23 thoroughly about his claims.

24 e. **Predominance** - Here, the adjudication of the common issues surrounding
25 Apple’s alleged uniform and systematic acts could establish Apple’s liability on a class-wide basis.
26 Plaintiffs contend that Apple had engaged in a uniform course of conduct with respect to the
27 Settlement Class; the only question is whether Apple’s conduct supports a meritorious claim. Such

1 suits challenging the legality of a standardized course of conduct are generally appropriate for
2 resolution by means of a class action.

3 31. Class Counsel is experienced in prosecuting class action lawsuits and can
4 competently represent the Class. For example, other lawyers at my firm and I have extensive class
5 litigation experience. We have handled a number of class actions and complex commercial cases
6 and have acted both as counsel and as lead and co-lead counsel in a variety of these matters. We
7 have successfully prosecuted and obtained significant recoveries in numerous class action lawsuits
8 and other lawsuits involving complex issues of law and fact. Class Counsel has been involved as
9 class counsel in over two hundred (200) class action matters. A true and correct copy of the resume
10 of my firm is attached hereto as Exhibit 2.

11 I declare under penalty of perjury under the laws of the State of California that the foregoing
12 is true and correct. Executed this 21st day of January, 2010, at La Jolla, California.

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14 By: s/Norman B. Blumenthal
15 NORMAN B. BLUMENTHAL

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EXHIBIT #1

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

DAVID WALSH, an individual, DAVID
KALUA, an individual, on behalf of
themselves, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

APPLE, INC.,

Defendant.

Case No. C 08-04918 JF

**STIPULATION AND SETTLEMENT
AGREEMENT OF CLASS ACTION
CLAIMS**

Exhibits:

Exhibit 1-Class Notice

Exhibit 2-Opt In and Claim Form

Exhibit 3- Preliminary Approval Order

Exhibit 4-Final Approval Order

Exhibit 5-Final Judgment

IT IS HEREBY STIPULATED, by and among Named Plaintiffs David Walsh and David Kalua on behalf of themselves and all others similarly situated, and Defendant Apple Inc., subject to the approval of the Court, that this collective and class action is hereby compromised and settled pursuant to the terms and conditions set forth below in this Stipulation and Settlement Agreement of Class Action Claims:

Defined Terms.

1. "Action" means the purported collective and class action entitled "David Walsh, an individual, David Kalua, an individual, on behalf of themselves, and on behalf of all persons similarly situated vs. Apple Inc.," Case No. C 08-04918 JF, pending in the United States District Court for the Northern District of California.

2. "Administration Payment" means the payment to the Settlement Administrator for the actual and direct costs reasonably charged by the Settlement

Administrator for its services in administering the Settlement. The Parties currently project the Administration Payment to be no more than \$10,000 (Ten Thousand Dollars).

3. "Agreement" means this Stipulation and Settlement Agreement of Class Action Claims.

4. "Claim Form" means a proof of claim and release in substantially the form as Exhibit 2, attached hereto.

5. "Claims Deadline" means the date 45 days following the date on which the Settlement Administrator first mails the Class Notice and Claim Forms to the Plaintiffs.

6. "Claims Period" means the period commencing on the date the Class Notices and Claim Forms are first mailed and ending 45 days thereafter.

7. "Class" means the aggregate group of Class Members.

8. "Class Counsel" means the law firms Blumenthal, Nordrehaug and Bhowmik, and the United Employees Law Group.

9. "Class Members" (or "Members of the Class") means all Plaintiffs who have not excluded themselves from the Class by filing a timely request for exclusion in accordance with the requirements set forth in the Class Notice.

10. "Class Notice" (or "Notice") means the Court-approved form of notice to Plaintiffs, substantially in the form as Exhibit 1, attached hereto, which will notify Plaintiffs of the conditional certification of the Class, Preliminary Approval of the Settlement, and scheduling of the Final Approval Hearing.

11. "Class Period" means August 4, 2004 through the date of preliminary Court approval of this Settlement.

12. "Class Positions" means the exempt positions of Network Engineer (levels

1 through 3), Telecommunication Engineer (levels 1 through 3), Information Systems Engineer (levels 1 through 3), Systems Engineer (levels 1 through 3), Information Systems Analyst (levels 1 through 3), Tech/Info Systems Analyst (levels 1 through 3), or substantially similar job titles at levels 1, 2 and 3 during the Class Period on the list of Plaintiffs provided to the Settlement Administrator.

13. “Complaint” means the Third Amended Complaint filed on or about May 5, 2009 alleging claims for (1) unfair competition under California law (Business and Professions Code section 17200 *et seq.*); (2) failure to pay overtime under California law (Labor Code section 510 *et seq.*); (3) failure to pay wages when due under California law (Labor Code section 203); (4) failure to provide accurate itemized wage statements under California law (Labor Code section 226); (5) failure to provide meal and rest periods under California law (Labor Code section 226.7); (6) failure to pay overtime pay under the Fair Labor Standards Act (29 U.S.C. section 201 *et seq.*); and (7) penalties under California law (Private Attorney General Act of 2004, Labor Code section 2698 *et seq.*).

14. “Court” means the United States District Court for the Northern District of California.

15. “Defendant” or “Apple” means Defendant Apple Inc.

16. “Defendant’s Counsel” means the law firm of Orrick, Herrington & Sutcliffe, LLP.

17. “Effective Date” means the date by which this Settlement is finally approved as provided herein and the Court’s Judgment and Final Approval Order becomes final. For purposes of this paragraph, the Court’s Judgment “becomes final” upon the later of: (i) the date of final affirmance on an appeal of the Judgment; (ii) the expiration of the time for a petition for a writ of certiorari to review the Judgment and, if

certiorari is granted, the date of final affirmance of the Judgment following review pursuant to that grant; (iii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on certiorari to review the Judgment; or (iv) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from the Court's Judgment.

18. "Fee and Costs Award" means such award of fees and costs as the Court may authorize to be paid to Class Counsel for the services they have rendered to the Named Plaintiffs and the Class in the Action.

19. "Final Approval" means that the Final Approval Order and Judgment has been entered and the Court has made its final order awarding attorneys' fees and expenses.

20. "Final Approval Hearing" means a hearing held before the Court to consider Final Approval of the Settlement, whether and in what amount attorneys' fees and expenses should be awarded to Class Counsel, and the merits of any objections to the Settlement set forth therein or any of its terms.

21. "Final Approval Order" means an order issued by the Court in substantially the form attached hereto as Exhibit 4, approving the Settlement and this Agreement as binding upon the Parties and the Class Members.

22. "Judgment" means a judgment issued by the Court, following the Final Approval Hearing, in substantially the form attached hereto as Exhibit 5 dismissing the Action with prejudice.

23. "Mediator" means Mark Rudy, Esq.

24. "Named Plaintiffs" means David Walsh and David Kalua.

25. "Named Plaintiff Awards" means such awards as the Court may authorize

to be paid to the Named Plaintiffs David Walsh and David Kalua in recognition of their efforts in obtaining the benefits of the Settlement for the Class.

26. "Net Settlement Sum" means the amount remaining in the Settlement Fund after deductions from the Settlement Fund for Administration Costs, the Fee and Costs Award, the Named Plaintiff Awards, and the PAGA Payment.

27. "Objection/Exclusion Deadline" means the date 45 days following the date on which the Settlement Administrator first mails the Notice and Claim Forms to the Plaintiffs.

28. "Opt In Form" means a form submitted by a Class Member and filed with the Court opting into the Action pursuant to 29 U.S.C. Section 216(b), substantially in the form attached hereto as Exhibit 2.

29. "PAGA Payment" means the sum of \$49,500 (Forty-Nine Thousand and Five Hundred Dollars) which shall be allocated from the Settlement Fund to pay all applicable penalties under the California Labor Code's Private Attorney General Act of 2004, as amended, California Labor Code sections 2699 et. seq.

30. "Parties" means Named Plaintiffs David Walsh and David Kalua, and Apple Inc., and "Party" means any of said Parties.

31. "Plaintiffs" means all of Defendant's current and former employees in the IS&T and/or Global Computing Network Services ("GNCS") division in the United States who were classified as exempt holding the job titles of Network Engineer (levels 1 through 3), Telecommunication Engineer (levels 1 through 3), Information Systems Engineer (levels 1 through 3), Systems Engineer (levels 1 through 3), Information Systems Analyst (levels 1 through 3), Tech/Info Systems Analyst (levels 1 through 3), or substantially similar job titles at levels 1, 2 and 3 who worked at any time from August 4,

2004 through the date of preliminary Court approval of this Settlement. All other employees in all other job titles and job levels within the class definition in the Third Amended Complaint shall be dismissed from the Action without prejudice.

32. "Preliminary Approval" means the Court has entered the Preliminary Approval Order, preliminarily approving the terms and conditions of this Settlement, including the manner of providing notice to Plaintiffs.

33. "Preliminary Approval Order" means the order issued by the Court substantially in the form attached hereto as Exhibit 3, preliminarily approving the terms and conditions of this Settlement, including the manner of providing notice to Plaintiffs.

34. "Released Claims" means all claims, demands, rights, liabilities, and causes of action that were or might have been asserted in the Complaint (whether in tort, contract, or otherwise) for violation of state or federal wage and hour law arising out of, relating to, or in connection with any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions or failures to act, which are or could be the basis of claims that Defendant improperly classified Class Members as exempt, failed to provide all overtime wages due, failed to provide timely, accurate or complete paychecks, pay stubs or itemized wage statements, failed to provide lawful meal or rest periods, failed to keep records properly concerning time worked, failed to properly pay any wages, and/or engaged in unfair business practices as related to those wage and hour claims, at any times on or before Final Approval, provided that while all Class Members will be deemed to have released collective claims arising under 29 U.S.C. Section 216(b), Fair Labor Standards Act, only members of Subclass One and Subclass Three shall be deemed to release any individual claims that they possess arising under the Fair Labor Standards Act. The Released Claims are also defined to release all remedies in relation to

the Released Claims, whether for economic damages, noneconomic damages, restitution, penalties, liquidated damages, punitive damages, interest, other monies, or any other relief.

35. "Released Parties" means Defendant and, its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, owners, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys.

36. "Settlement" means the terms and conditions set forth in this Agreement.

37. "Settlement Administrator" means Gilardi & Company, or such other entity which the Parties mutually agree shall serve as Settlement Administrator.

38. "Settlement Award" means the gross amount (including any taxes or other standard withholdings that shall be deducted) that each Settlement Class Member is entitled to receive from the Net Settlement Sum.

39. "Settlement Class Members" (or "Settlement Class") means all Class Members who submit a timely and valid Claim Form to the Settlement Administrator.

40. "Settlement Fund" (or "Fund") means the total of \$990,000 (nine hundred thousand ninety dollars) which is the maximum amount Defendant may be required to pay under this Settlement.

41. "Subclass One" means all Class Members who have filed with the Court a consent to join this Action as a plaintiff pursuant to 29 U.S.C 216(b) of the Fair Labor Standards Act.

42. "Subclass Two" means all Class Members employed by Defendant in the state of California during the Class Period.

43. "Subclass Three" means all Class Members who are members of both

Subclass One and Subclass Two.

Procedural History.

44. The Action was filed by Named Plaintiff David Walsh on August 4, 2008. A First Amended Complaint was filed on September 9, 2008. Upon joint motion of the Parties, on October 24, 2008, the Action was transferred to the United States District Court for the Northern District of California. A Second Amended Complaint was filed on December 30, 2008, which in part added David Kalua as a Named Plaintiff. Pursuant to Court order, on May 5, 2009, Named Plaintiffs filed a Third Amended Complaint, which Defendant answered, on May 18, 2009.

After initial exchanges of information, the Parties agreed to enter into private mediation before the respected Mediator to try and resolve the claims alleged in the Action. The Parties attended the mediation on April 27, 2009, but the Parties were not able to reach settlement at the mediation. Following the exchange of additional information, as described below, and subsequent discussions and negotiations, the Parties thereafter reached this Agreement.

Stipulation for Class Certification.

45. The Parties stipulate and agree to the conditional certification of the Class for purposes of this Settlement only. Should, for whatever reason, the Settlement not become final, the fact that the Parties were willing to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in this Action. Defendant expressly reserves its rights to oppose certification, and declares that it intends to oppose class certification vigorously should this Settlement not become final. In addition, should the Settlement not become final for any reason, nothing from the

settlement process, including documents created or obtained from the settlement process and settlement administration, shall be admissible evidence in this Action, disclosed or used in any way contrary to either parties' interests.

Inadmissibility of Settlement Agreement.

46. Whether or not the Settlement is finally approved, neither the Settlement, nor any of its terms, nor any document, statement, proceeding or conduct related to this Agreement, nor any reports or accounts thereof, shall in any event be:

- a. Construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage;
- b. Disclosed, referred to or offered or received in evidence against any of the Released Parties, in any further proceeding in the Action, or in any other civil, criminal or administrative action or proceeding except for purposes of settling this Action pursuant to the terms of this Agreement or enforcing the release of the Released Claims; or
- c. Used in any other way or for any other purpose.

Investigation in the Class Action.

47. The Parties have conducted significant investigation of the facts and law both before and after the Action was filed. The Parties exchanged Rule 26 initial disclosures. Named Plaintiffs served discovery requests on Defendant, including two sets

of special interrogatories, two sets of requests for admission and three sets of requests for production of documents, and served deposition notices with document requests of managers of putative class members and a Rule 30(b)(6) deposition notice of the person most knowledgeable regarding various topics.

In June 2009, the Parties agreed to send a notice through a neutral mutually agreed upon administrator to all putative class members informing them of the Action, providing contact information for the Parties, and advising the putative class members that unless they objected to the disclosure of their personal contact information within 30 days, such contact information would be disclosed to Class Counsel. Thereafter, contact information for 224 putative class members was disclosed to Class Counsel.

Defendant deposed Named Plaintiff Walsh, responded to Named Plaintiffs' written discovery requests, produced relevant policies and procedures, job descriptions, performance data, Named Plaintiff work product, payroll data, workweek data for the putative class, and other relevant documents.

Counsel for the Parties also engaged in meetings and conferences with each other, and Counsel for the Parties interviewed numerous potential witnesses. Counsel for the Parties have further investigated the applicable law as applied to the facts discovered regarding the alleged claims in the Action and potential defenses thereto and the damages claimed by Plaintiffs

Benefits of Settlement to The Class.

48. Named Plaintiffs recognize the expense and length of continued proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Named Plaintiffs have also taken into account the

uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation, including those involved in class certification. Named Plaintiffs are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, Defendant's defenses thereto, and the difficulties in establishing damages for the Class. Named Plaintiffs have also considered the significant settlement negotiations conducted by the Parties, and the advice of the Mediator. Based on the foregoing, Named Plaintiffs and Class Counsel have determined that the Settlement set forth in this Agreement is a fair, adequate and reasonable settlement, and is in the best interests of all Class Members.

Named Plaintiffs' Claims.

49. Named Plaintiffs have claimed and continue to claim that the Released Claims have merit and give rise to Defendant's liability. Neither this Agreement nor any documents referred to herein, or any action taken to carry out this Agreement is, or may be construed as or may be used as, an admission by or against the Class Members or Class Counsel as to the merits or lack thereof of the claims asserted, except as to the Released Claims of the Class Members.

Defendant's Denials of Wrongdoing.

50. Defendant contends that all of its employees have been compensated in compliance with the law, and that its conduct was not willful with respect to any alleged failure to pay any wages or penalties (including but not limited to overtime, final paychecks, payments relating to meal and rest periods, itemized wage statements or otherwise). Defendant has denied and continues to deny each of the claims and contentions alleged in the Action. Defendant denies any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action, and believes that it has

valid defenses to the Plaintiffs' claims. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, may be construed as, or may be used as an admission, concession or indication by or against Defendant of any fault, wrongdoing or liability whatsoever, including any concession that certification of a class would be appropriate in this or any other case.

Release As To All Class Members.

51. Named Plaintiffs and all Class Members agree that, upon the Effective Date, they shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, released the Released Parties from the Released Claims. With respect to the Released Claims, the Named Plaintiffs and all Class Members, stipulate and agree that, upon the Effective Date, the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code to the extent it is applicable (or any other similar provision under federal, state or local law to the extent any such provision is applicable), which is quoted below. Section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Thus, subject to and in accordance with the provisions of this Agreement, even if the Named Plaintiffs and/or the Class Members may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the

subject matter of the Released Claims, each Class Member, upon the Effective Date, shall be deemed to have and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims. This is true whether the Released Claims are known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

The Class Members agree not to sue or otherwise make a claim against any of the Released Parties for the Released Claims. The Settlement Awards and the Named Plaintiff Awards shall be paid to Settlement Class Members specifically in exchange for the release of the Released Parties from the Released Claims and for the covenant not to sue concerning the Released Claims.

Settlement Payments by Defendant.

52. The Settlement Fund in this Action has five components: (1) the Settlement Awards; (2) the Named Plaintiff Awards; (3) the Fee and Costs Payment; (4) the Administration Payment; and (5) the PAGA Payment. The Net Settlement Sum shall be paid entirely to Settlement Class Members, except that if there is unclaimed residue it shall first be used to satisfy Defendant's obligations to pay payroll taxes on the Settlement Awards.

No Injunctive Relief.

53. Defendant shall not be required as a part of this Settlement to enter into any consent decree, nor shall Defendant be required to agree to any provision for

injunctive relief, nor shall Defendant be required to modify or eliminate any of its personnel practices or policies, or adopt any new personnel practices or policies.

Dismissal of Certain Persons from the Action

54. Other than the Class Positions, all employees in all other job titles and job levels within the class definition in the Third Amended Complaint shall be dismissed from the Action without prejudice.

Notice/Approval of Settlement and Settlement Implementation.

55. As part of this Settlement, the Parties agree to the following procedures for obtaining Preliminary Approval of the Settlement, certifying the Class, and notifying Plaintiffs:

- a. Preliminary Approval Hearing. Class Counsel shall notice a hearing before the Court to request Preliminary Approval of the Settlement. In conjunction with this hearing, Class Counsel will submit this Agreement (including all five Exhibits hereto) which sets forth the terms of this Settlement. Class Counsel shall submit the preliminary approval papers to Defendant's Counsel for their review no less than 7 days prior to filing such papers with the Court.
- b. Certification of Class. Simultaneous with the filing of the Agreement and solely for purposes of this Settlement, Class Counsel will request that the Court enter the Preliminary Approval Order, preliminarily approving the proposed Settlement, certifying the Class for settlement purposes only and setting a date for the Final Approval Hearing. The Preliminary Approval Order shall

provide for notice of the Settlement and related matters to be sent to the Class as specified herein.

- c. Class Action Fairness Act Notice. Within 10 days following the filing of the Stipulation, Defendant shall serve notice of the proposed Settlement upon the appropriate state and federal officials as specified in 28 U.S.C. § 1715.
- d. Information Regarding Class. Within 30 calendar days after Preliminary Approval, Defendant shall provide the Settlement Administrator with a list showing the name, most current mailing address indicated in Defendant's records, employee social security number, dates of employment of each Plaintiff, and number of weeks worked by each Plaintiff. Work Weeks shall be calculated by taking the number of days within the inclusive dates of employment and dividing by seven (7). Partial workweeks shall be counted as full workweeks. Leaves of absence shall be deducted from the workweek calculations provided the dates and duration of such leaves of absence are readily available to the Defendant. The Settlement Administrator will not have the authority to distribute the list referenced in this paragraph in any manner, or to use it for any purpose other than that specified herein.
- e. Notice to Plaintiffs. The Settlement Administrator shall mail the form of Class Notice approved by the Court to all persons who are shown by Defendant's records to be Plaintiffs.
- f. Settlement Administrator. The Settlement Administrator shall be

responsible (a) for printing and mailing to the Plaintiffs the Claim Form and Class Notice as directed by the Court; (b) receiving and reviewing Claim Forms to determine eligibility for a Settlement Award of Settlement Class Members; (c) consulting with Counsel for the Parties concerning the time worked by Plaintiffs and amounts of any Settlement Awards to be paid to Settlement Class Members; (d) keeping track of opt outs; (e) calculating all tax obligations arising from the Settlement Awards; (f) calculating all payments and awards, including applicable taxes and withholdings, from the Settlement Fund; (g) generating and mailing Settlement Awards to the Settlement Class Members; (h) preparing and mailing payments for the Named Plaintiff Awards, Fee and Costs Payment and PAGA Payment; (i) submitting tax documents to applicable taxing authorities; (j) cooperating with counsel for the Parties in preparing necessary declarations in support of the motion for preliminary and/or final approval of the Settlement; and (k) for such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest. The Parties agree to cooperate in the Settlement administration process and to make all reasonable efforts to control and minimize the Administration Payment.

Class Notice.

56. The Parties agree to the following procedures for giving notice of this Settlement to the Plaintiffs:

- a. Within 45 days after entry of the Preliminary Approval Order as provided herein, the Settlement Administrator shall send a copy of the Class Notice, Claim Form and Opt In Form in the form approved by the Court in its Preliminary Approval Order to all persons shown by Defendant's records to be Plaintiffs, via First Class regular U.S. mail, using the most current mailing address from Defendant's records or any more current address discovered from the address searches. The Claim Form and Opt In Form shall include instructions on how to submit the Claim Form and Opt In Form, shall notify Plaintiffs that the Claim Form must be completed, signed and returned by first class mail no later than the Claims Deadline for a Class Member to be eligible to receive any Settlement Award, and shall notify Plaintiffs that the Opt In Form must be completed, signed and returned by first class mail no later than the Claims Deadline for a Class Member to be part of Subclass One or Subclass Three and be eligible to receive a Settlement Award based upon being a member of Subclass One or Subclass Three.
- b. Any Notices returned to the Settlement Administrator with a forwarding address shall be re-mailed by the Settlement Administrator. Any Notices returned to the Settlement

Administrator as non-deliverable shall be researched by the Settlement Administrator using the Plaintiff's social security number to determine any possible new address for the Plaintiff and if a new address is located, the Notice shall be re-mailed by the Settlement Administrator.

- c. The Parties agree that this is the best notice practicable. In the event, the intended recipient of a Notice does not receive the Notice, the intended recipient shall be deemed a Class Member but shall not receive a Settlement Award.
- d. The Settlement Administrator shall advise Plaintiffs that they have at least 15 days or the end of the Claim Period, whichever is later, to respond to a re-mailed notice. In the event a Claim Form or Opt In Form is returned with missing information, the Settlement Administrator shall mail a notice to the Plaintiff advising him or her of the need to make corrections within 10 days of the receipt of the deficient form. So long as the otherwise timely Claim Form or Opt In Form is subsequently corrected 10 days prior to the Final Approval Hearing, or as otherwise agreed by the Parties, a Class Member shall be able to participate in the Settlement.
- e. The date of the postmark on the return envelope shall be the exclusive means used to determine whether a Plaintiff has timely returned his/her Claim Form and/or Opt In Form on or before the Claims Deadline. In the event that the postmark is illegible, the Claim Form and/or Opt In Form shall be deemed untimely unless it

is received within 7 days after the Claims Deadline. Claim Forms and Opt In Forms that are not timely shall be deemed void and of no further force and effect. Defendant may, in its discretion, agree to deem an untimely claim or opt-in as timely.

Procedure for Objecting to or Requesting Exclusion From the Settlement.

57. Plaintiffs who wish to object to the Settlement or to be excluded from the Class shall submit objections and/or requests for exclusion from the Class, using the following procedures:

- a. Procedure for Objecting. The Notice shall provide that only Class Members may object to the Settlement and that Class Members who wish to object to the Settlement must file with the Court and serve on counsel for the Parties a written statement objecting to the Settlement. Such written statement and all supporting briefs or other materials must be filed with the Court and served on counsel for the Parties no later than the Objection/Exclusion Deadline. No Class Member shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) or to object to the Settlement, and no written objections or briefs submitted by any Class Member shall be received or considered by the Court at the Final Approval Hearing, unless the written statement of objections and supporting materials are timely filed and served as set forth herein. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether an objection and/or intention to appear has been

timely submitted. In the event that the postmark is illegible, the objection and/or intention to appear shall be deemed untimely unless it is received within 5 days after the Objection/Exclusion Deadline. Class Members who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

- b. Procedure for Requesting Exclusion. The Class Notice shall provide that Plaintiffs who wish to exclude themselves from the Class must submit to the Settlement Administrator a written statement requesting exclusion from the Class (also referred to herein as “opt out”) no later than the Objection/Exclusion Deadline. Such written request for exclusion must contain the name, address, telephone number and social security number of the person requesting exclusion and must be postmarked on or before the Objection/Exclusion Deadline. In the event that the postmark is illegible, the request for exclusion shall be deemed untimely unless it is received within 5 days after the Objection/Exclusion Deadline. Any person who properly opts out of the Class using this procedure will not be entitled to any payment from the Settlement Fund and will not be bound by the Settlement or have any right to object, appeal or comment thereon. Plaintiffs who fail to submit a valid and timely request for exclusion in the manner described in this paragraph shall be bound by all terms of the Settlement and

any Judgment entered in this Action if the Settlement is approved by the Court, regardless of whether they ineffectively or untimely request exclusion from the Settlement.

- c. Option to Reject the Settlement. No later than 7 days before the Final Approval Hearing, the Settlement Administrator shall provide to Class Counsel and Defendant's Counsel a complete list of all persons who have timely requested exclusion from the Class, along with the number of valid Claim Forms received. If the total number of Plaintiffs who request exclusion from the Class is more than five percent (5%) of the number of Plaintiffs to whom a Notice was mailed, Defendant will have the option at its discretion of rejecting the Settlement in its entirety.

No Solicitation of Settlement Objections or Exclusions.

58. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel or agents (or the Settlement Administrator) actively encourage or discourage Plaintiffs to make a claim under this Settlement. Nor shall the Parties or their counsel seek to solicit or otherwise encourage anyone to submit written objections to the Settlement or requests for exclusion from the Class, or encourage anyone to appeal from the Court's Judgment.

Calculation of Settlement Awards.

59. The Settlement Administrator shall have the authority and obligation to calculate the amounts of Settlement Awards in accordance with the methodology set forth in this Agreement and orders of the Court. Each Settlement Class Member will be eligible to receive a Settlement Award pursuant to the following formula: Based on data

provided by Defendant, the Settlement Administrator shall initially calculate the number of weeks (including each partial week as a full week) of employment for each Plaintiff in a Class Position in the Class Period ("Work Weeks"). Then, each Subclass One Member's Work Weeks shall be multiplied by 1.0 in recognition of a release of FLSA claims to arrive at that Class Member's "Subclass One Weekly Employment Credits." Each member of Subclass Two shall have his or her Work Weeks multiplied by 2.0 in recognition of a release of California state law claims to arrive at that Class Member's "Subclass Two Weekly Employment Credits." Each Member of Subclass Three shall have his or her Work Weeks multiplied by 2.5 to arrive at that Class Member's "Subclass Three Weekly Employment Credits." The Net Settlement Sum will then be divided by the total number of Weekly Employment Credits (defined as the sum of the Subclass One, Subclass Two, and Subclass Three Weekly Employment Credits) to obtain an amount per Weekly Employment Credit. This amount per Weekly Employment will then be multiplied by the Weekly Employment Credits worked by each respective Class Member to determine the Settlement Award available to each respective Settlement Class Member. In the event that the entire Net Settlement Sum is not claimed by the Settlement Class Members, any unclaimed Settlement Award funds shall be used first to pay any corporate payroll tax obligations, and then the remainder of any such funds shall be distributed pro rata to Settlement Class Members.

60. The Parties hereby agree that the formula for allocating the Settlement Awards to the Class provided herein is reasonable and that the payments provided herein are designed to provide a fair settlement to the Class, despite the uncertainties of the compensation and penalties alleged to be owed to the Class and the calculation of them.

61. The Parties agree that forty percent (40%) of each Settlement Award shall

be deemed wages for which Defendant shall make all ordinary deductions from each Settlement Class Member's gross Settlement Award for state and federal withholding taxes or any other applicable payroll deductions. The Parties further agree that sixty percent (60%) of the gross Settlement Award represents the payment of penalties, liquidated damages and interest. The amounts allocated as penalties, liquidated damages, and interest shall be reported on the IRS form 1099. The amounts allocated as wages shall be reported on IRS Form W-2 or 1099. The W-2 and 1099 forms shall be provided to the respective Settlement Class Members, the Named Plaintiff, and applicable governmental authorities by the Settlement Administrator.

62. Each Settlement Class Member will be responsible for paying all applicable state, local, and federal income taxes on all amounts the Settlement Class Member receives pursuant to this Agreement. Each Settlement Class Member shall cooperate with Defendant and provide documentation as requested to demonstrate such payment should any taxing authority challenge the allocation of Settlement Awards.

63. It shall be the responsibility of the Settlement Administrator or its designee to timely and properly withhold from Settlement Awards payable to Settlement Class Members all applicable federal, state and local income and employment taxes and to prepare and deliver the necessary tax documentation for signature by all necessary parties and, thereafter, to cause the appropriate deposits of withholding taxes and informational and other tax return filing to occur.

Fee and Costs Award and Named Plaintiff Awards.

64. Class Counsel shall be paid up to twenty-five percent (25%) or \$247,500 (Two Hundred Forty-Seven Thousand and Five Hundred Dollars) as a Fee and Costs Payment. Class Counsel shall not be permitted to petition the Court for, or accept, any

additional payments for fees or costs. The amounts paid in fees and costs shall be for all claims for attorneys' fees, expenses or costs past, present and future incurred in the Action. Defendant shall not object to Class Counsel's Fee and Costs Payment request.

65. The Fee and Costs Payment to Class Counsel shall be paid within fifteen (15) calendar days after the Effective Date.

66. The Fee and Costs Payment to Class Counsel shall constitute full satisfaction of any obligation to pay any amounts to any person, attorney or law firm for attorneys' fees, expenses or costs in the Action incurred by any attorney on behalf of the Named Plaintiffs and the Class, and shall relieve Defendant and Defendant's counsel of any other claims or liability to any other attorney or law firm for any attorneys' fees, expenses and/or costs to which any of them may claim to be entitled on behalf of the Named Plaintiffs and/or the Class. Upon payment of the Fee and Costs Payment, Class Counsel releases Defendant from any and all claims resulting from this litigation or the distribution of the Fee and Costs Payment.

67. Named Plaintiffs David Walsh and David Kalua shall each be paid up to \$10,000 (Ten Thousand Dollars) as Named Plaintiff Awards. Defendant shall not object to Named Plaintiffs' request for the Named Plaintiff Awards. The Named Plaintiff Awards shall not be subject to state and federal withholding taxes and the Named Plaintiff Award payments shall be reported on IRS Form 1099 and provided to the Named Plaintiffs and applicable governmental authorities.

68. The Named Plaintiff Awards are paid in exchange for a release of all Released Parties for all claims, demands, rights, liabilities, and causes of action, whether for economic damages, non-economic damages, punitive damages, restitution, tort, contract, penalties, injunctive or declaratory relief, attorneys fees, costs, or other monies

or remedies arising out of, relating to, or in connection with any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions or failures to act, which are or could be the basis of any claim that Defendant acted in any manner that was unlawful. This release includes all federal and state statutory claims, and federal and state common law claims (including but not limited to those for contract, tort, and equity), including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964 (as amended), 42 U.S.C. §1981, 42 U.S.C. § 1983, the Fair Labor Standards Act, the Employee Retirement Security Income Act of 1974, the California Constitution, the California Fair Employment and Housing Act, the California Unfair Competition Act (California Business and Professions Code section 17200 et seq.), the California Labor Code, including section 132a claims, and claims for additional compensation relating to stock options. This release by the Named Plaintiffs shall be effective upon the Effective Date. Furthermore, in exchange for the Named Plaintiff Awards, Named Plaintiffs further agree never to apply for or accept employment with Apple or any of its parents, subsidiaries, affiliates or successors.

69. The Named Plaintiff Awards shall be paid within fifteen (15) days after the Effective Date.

70. Each Named Plaintiff may receive a Settlement Award in addition to the Named Plaintiff Award to the extent that he submits a valid and timely Claim Form demonstrating entitlement to a Settlement Award.

PAGA Payment.

71. The PAGA Payment shall be paid to the California Labor and Workforce Development Agency within 30 days after the Effective Date. The PAGA Payment to the California Labor and Workforce Development Agency is full satisfaction of all

amounts payable under the PAGA.

Defendant's Legal Fees.

72. All of Defendant's own legal fees, costs and expenses incurred in the Action shall be borne by Defendant.

Final Approval Hearing and Entry of Settlement Order and Judgment.

73. Following the Claims Deadline and the Objection/Exclusion Deadline, the Parties will ask the Court to conduct a Final Approval Hearing. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties shall present the Final Approval Order and the Judgment to the Court for its approval and entry. Class Counsel shall submit the final approval papers to Defendant's Counsel for their review no less than 7 days prior to filing such papers with the Court.

Procedure for Payment of Settlement Awards.

74. After the Effective Date, and solely for purposes of this Agreement, the Settlement Awards shall be distributed in accordance with the following eligibility requirements:

- a. Plaintiffs Opting Out of Class. Plaintiffs who submit valid and timely requests for exclusion pursuant to the Class Notice are not entitled to any Settlement Award and will not be bound by this Settlement or any order or judgment entered by the Court approving this Settlement.
- b. Class Members. Plaintiffs who do not exclude themselves from the Class but fail to submit valid and timely Claim Forms shall remain Class Members, and shall not receive a Settlement Award, although they will be bound by the terms of the Settlement

including but not limited to the release of Released Claims.

- c. Settlement Class Members. All Settlement Class Members shall receive a Settlement Award and will be bound by the terms of the Settlement.

75. For purposes of this Agreement, a Claim Form shall be deemed valid only if: (1) the Claim Form contains the Class Member's name and properly completed form W-9 with a social security number or taxpayer identification number; (2) the Class Member has signed the Claim Form under penalty of perjury; and (3) the name and social security number or taxpayer identification number provided by the Class Member on the Claim Form matches Defendant's records. If a Class Member's Claim Form is defective as to any of these requirements, the Class Member shall be given an opportunity to cure the defect(s). Any such Claim Form shall be returned to the Class Member, who will be informed of the defect(s) within 5 days of the receipt of the defective Claim Form by the Settlement Administrator. If the Class Member's Claim Form remains defective after this opportunity to cure, the Claim Form shall be rejected.

76. The name and social security number or taxpayer identification number provided by the Class Member will be deemed to match Defendant's records only if: (1) both the first name or derivation thereof including middle names and nicknames and the last name and the social security number provided by the Class Member match Defendant's records; or (2) the first name or derivation thereof including middle names and nicknames and the social security number or taxpayer identification number provided by the Class Member match Defendant's records and it appears the last name has been changed as a result of a change in marital status or other legally recognized event. In the event of a conflict between the information provided on a Claim Form and information in

Defendant's records, Defendant's records shall be determinative unless the Class Member can provide a reasonable and lawful explanation. Although Class Members who do not submit a valid and timely Claim Form shall not receive a Settlement Award, such persons shall nonetheless be bound by all terms of the Settlement and any Judgment entered in this Action if the Settlement is approved by the Court.

77. If any Class Member has not cured a defect in his or her otherwise timely Claim Form by the time of the Final Approval Hearing, the Settlement Administrator will send that person a notice, stating the reason the claim was denied.

78. Settlement Awards for Settlement Class Members shall be paid pursuant to the formula set forth herein within 30 days after the Effective Date but in no event shall any payment be made prior to the Effective Date. The Settlement Administrator's determination of eligibility for, and the amounts of, any Settlement Awards under the terms of this Agreement, shall be conclusive, final and binding on all Parties, including all Class Members.

79. Any checks paid to Settlement Class Members shall remain valid and negotiable for one hundred eighty (180) days from the date of their issuance and may thereafter automatically be canceled if not cashed by a Settlement Class Member within that time, at which time the Settlement Class Member's claim will be deemed void and of no further force and effect and the funds allocated for that check shall be donated cy pres to a non profit organization, or to another cy pres organization as the Parties may agree. Administration of the Settlement shall be completed on or before the date two hundred seventy (270) days after the Effective Date.

80. No person shall have any claim against the Released Parties, Defendant's counsel, the Named Plaintiffs, the Class, Class Counsel or the Settlement Administrator

based on mailings, distributions and payments made in accordance with or pursuant to this Agreement.

Administration Costs.

81. The Parties agree to cooperate in the Settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

Nullification of Settlement Agreement.

82. In the event: (i) the Court does not enter any Order specified herein; (ii) the Court does not finally approve the Settlement as provided herein; (iii) the Court does not enter a Judgment as provided herein which becomes final as a result of the occurrence of the Effective Date; or (iv) the Settlement does not become final for any other reason, including the opt out of more than five percent (5%) of the Plaintiffs and Defendant's decision to reject the Settlement on that basis or an objection which is sustained in the trial court and on all appeals, this Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as withdrawn or vacated by stipulation of the parties. In such a case, the Parties shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed. In the event an appeal is filed from the Court's Judgment, or any other appellate review is sought prior to the Effective Date, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review.

Notification and Certification By Settlement Administrator.

83. The Settlement Administrator shall keep Defendant's Counsel and Class

Counsel apprised of all distributions of Settlement Awards and upon completion of administration of that portion of the Settlement, the Settlement Administrator shall provide written certification of progress of such completion to the Court and counsel for all Parties as requested.

Privacy of Documents and Information.

84. Named Plaintiffs and Class Counsel agree that none of the documents and information provided to them by Defendant shall be used for any purpose other than prosecution of this Action.

No Effect on Employee Benefits.

85. The Settlement Awards paid to Settlement Class Members and the Named Plaintiff Awards paid to the Named Plaintiffs shall be deemed not to be “pensionable” earnings and shall not have any effect on the eligibility for, accrual of, or calculation of, any of the employee benefits (e.g. vacations, holiday pay, retirement plans, 401K, Employee Stock Purchase Plan, etc.) of the respective Named Plaintiffs or Settlement Class Members. The Parties agree that any Settlement Awards to Settlement Class Members and Named Plaintiff Awards under the terms of this Agreement do not represent any modification of Settlement Class Members’ previously credited hours of service or other eligibility criteria under any employee stock purchase plan, employee pension benefit plan or employee welfare benefit plan sponsored by Defendant. Further, any Settlement Awards or Named Plaintiff Awards hereunder shall not be considered “compensation” in any year for purposes of determining eligibility for, or benefit accrual within, an employee stock purchase plan, employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.

Publicity.

86. From and after the execution of this Agreement, the Named Plaintiffs and Class Counsel agree not to publicize this Settlement in any way and, except as required by law, agree to limit statements regarding the Action and the Settlement to responses to questions. The responses to questions shall be limited to stating that the Action has been resolved. In addition, the Named Plaintiffs and Class Counsel: (1) may respond to specific questions from Class Members; (2) as required under the terms of this Agreement, may describe and explain the specific terms of this Agreement; and (3) may post documents filed with the Court on Class Counsel's website. The Named Plaintiffs, Class Members and Class Counsel shall not hold any press conference or speak to the media regarding the Action or the Settlement, and shall not include information regarding the Settlement in any presentations to mediators, a court, prospective clients, or the public, or in any advertisement in any form or media.

Exhibits and Headings.

87. The terms of this Agreement include the terms set forth herein and attached Exhibits 1-5, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement. Any changes to Exhibits hereto following preliminary approval by the court, shall be approved by all Parties, but shall not be re-submitted to the court if changes are minor, clerical and do not materially alter the originally submitted documents.

Interim Stay of Proceedings.

88. The Parties agree to hold all proceedings in the Action, except such

proceedings necessary to implement and complete the Settlement, in abeyance pending the Final Approval Hearing to be conducted by the Court.

Amendment or Modification.

89. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

Entire Agreement.

90. This Agreement and any attached Exhibits constitute the entire agreement among these Parties, and no oral or written representations, warranties, inducements or covenants have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, inducements and covenants contained and memorialized in such documents. All prior or contemporaneous negotiations, agreements, understandings, and representations, whether written or oral, are expressly superseded hereby and are of no further force and effect. Each of the Parties acknowledges that it has not relied on any promise, representation or warranty, express or implied, not contained in this Agreement.

Authorization to Enter Into Settlement Agreement.

91. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become

necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Mediator or the Court to resolve such disagreement.

Binding on Successors and Assigns.

92. This Agreement shall be binding upon, and inure to the benefit of, the heirs, beneficiaries, successors or assigns of the Parties hereto, as previously defined.

California Law Governs.

93. All terms of this Agreement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

Venue.

94. Any adjudicated dispute regarding the interpretation or validity of or otherwise arising out of this Agreement, or relating to the Action or the Released Claims, shall be subject to the exclusive jurisdiction of the Court, and the Named Plaintiffs, Plaintiffs and Defendant agree to submit to the personal and exclusive jurisdiction and venue of these courts.

Counterparts.

95. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts.

Jurisdiction of the Court.

96. The Court shall retain jurisdiction solely with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and

enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith. In the event judicial intervention or enforcement is necessary, the prevailing party shall be entitled to an award of attorneys' fees, costs and interest.

Cooperation and Drafting.

97. Each of the Parties has cooperated in the drafting and preparation of this Agreement; hence the drafting of this Agreement shall not be construed against any of the Parties.

Invalidity of Any Provision.

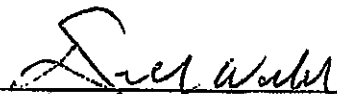
98. The Parties request that before declaring any provision of this Stipulation invalid, the Court shall first attempt to construe all provisions valid to the fullest extent possible consistent with applicable precedents.

Plaintiffs' Waiver of Right to be Excluded and Object.

99. The Named Plaintiffs agree to sign this Agreement and by signing this Agreement are bound by the terms herein stated and further agree not to request to be excluded from the Class and agree not to object to any of the terms of this Agreement. Any such request for exclusion or objection shall therefore be void and of no force or effect.

NAMED PLAINTIFFS

Date: 12/22/09



David Walsh

Date:

David Kalua

enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith. In the event judicial intervention or enforcement is necessary, the prevailing party shall be entitled to an award or attorneys' fees, costs and interest.

Cooperation and Drafting.

97. Each of the Parties has cooperated in the drafting and preparation of this Agreement; hence the drafting of this Agreement shall not be construed against any of the Parties.

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Plaintiffs' Waiver of Right to be Excluded and Object.

99. The Named Plaintiffs agree to sign this Agreement and by signing this Agreement are bound by the terms herein stated and further agree not to request to be excluded from the Class and agree not to object to any of the terms of this Agreement. Any such request for exclusion or objection shall therefore be void and of no force or effect.

Date:

Date: 12/21/2009

NAMED PLAINTIFFS

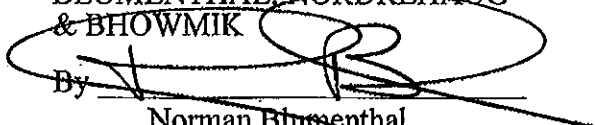
David Walsh



David Kalua

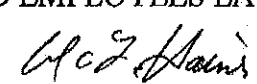
Date: 12/21/09

**PLAINTIFFS' COUNSEL
BLUMENTHAL, NORDREHAUG
& BHOWMIK**

By 
Norman Blumenthal
Attorneys for Plaintiffs

Date: Dec 21, 2009

**UNITED EMPLOYEES LAW
GROUP**

By 
Walter Haines
Attorneys for Plaintiffs

**DEFENDANT
APPLE INC.**

Date:

By _____
Tom Moyer
Chief Compliance Officer

Approved as to Form:

**COUNSEL FOR APPLE INC.
ORRICK, HERRINGTON &
SUTCLIFFE LLP**

Date:

By _____
Jessica R. Perry
Attorneys for Defendant

Date: _____

PLAINTIFFS' COUNSEL
BLUMENTHAL, NORDREHAUG
& BHOWMIK

By _____
Norman Blumenthal
Attorneys for Plaintiffs

Date: _____

UNITED EMPLOYEES LAW
GROUP

By _____
Walter Haines
Attorneys for Plaintiffs

DEFENDANT
APPLE INC.


Date:

By _____
Tom Moyer
Chief Compliance Officer

Approved as to Form:

COUNSEL FOR APPLE INC.
ORRICK, HERRINGTON &
SUTCLIFFE LLP

Date: 1/14/10

By 
Jessica R. Perrin
Attorneys for Defendant

Date: _____

PLAINTIFFS' COUNSEL
BLUMENTHAL, NORDREHAUG
& BHOWMIK

By _____
Norman Blumenthal
Attorneys for Plaintiffs

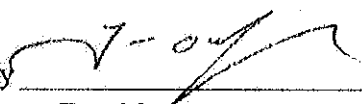
Date: _____

UNITED EMPLOYEES LAW
GROUP

By _____
Walter Haines
Attorneys for Plaintiffs

DEFENDANT
APPLE INC.

Date: 1/4/10

By  _____
Tom Moyer
Chief Compliance Officer

Approved as to Form:

COUNSEL FOR APPLE INC.
ORRICK, HERRINGTON &
SUTCLIFFE LLP

Date:

By _____
Jessica R. Perry
Attorneys for Defendant

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

DAVID WALSH, an individual, DAVID KALUA, an individual, on behalf of themselves, and on behalf of all persons similarly situated,

Plaintiffs,

APPLE, INC.,

Defendant.

Case No.: C 08-04918 JF

CLASS ACTION

**NOTICE OF PROPOSED CLASS ACTION
SETTLEMENT**

TO: All of Apple Inc.'s current and former employees in the IS&T and/or Global Computing Network Services ("GNCS") division in the United States who were classified as exempt holding the job titles of Network Engineer (levels 1 through 3), Telecommunication Engineer (levels 1 through 3), Information Systems Engineer (levels 1 through 3), Systems Engineer (levels 1 through 3), Information Systems Analyst (levels 1 through 3), Tech/Info Systems Analyst (levels 1 through 3), or substantially similar job titles at levels 1, 2 and 3 who worked at any time from August 4, 2004 through [date of preliminary Court approval] ("Plaintiffs");

**THIS NOTICE AFFECTS YOUR RIGHTS.
PLEASE READ IT CAREFULLY.**

1. YOU ARE HEREBY NOTIFIED that a proposed settlement ("Settlement") of the above-captioned class action ("Action") pending in the United States District Court, Northern District of California (the "Court") has been reached by the Parties and has been granted preliminary approval by the Court supervising the Action. The purpose of this Notice is to describe the Action, to inform you of the terms of the proposed Settlement, and to inform you of your rights and options in connection with the proposed Settlement. The proposed Settlement will resolve all claims in this Action. A Final Approval Hearing will be held on [redacted] 2010, to determine whether the Action should be granted final approval. Because your rights may be affected, it is extremely important that you read this Notice carefully. You must file a claim which is postmarked by [redacted] 2010 to participate in the Settlement. **Unless you choose to opt out of the Settlement, you will be bound by the Settlement, if it is approved, and by any order entered by the Court.**

SUMMARY OF THE ACTION

2. The Action was originally filed on August 4, 2008 in the United States District Court, Southern District of California and was subsequently transferred to the United States District Court, Northern District of California, and two amended complaints were subsequently filed. The Third Amended Complaint, filed May 1, 2009, alleged claims for (1) unfair competition under California law (Cal. Business and Professions Code § 17200); (2) overtime pay under California law (Cal. Lab. Code §§ 510, 515.5, 1194, 1197 and 1198); (3) waiting time penalties under California law (Cal. Lab. Code § 203); (4) failure to provide accurate itemized wage statements under California law (Cal. Lab. Code § 226); (5) failure to provide meal and rest breaks under California law (Cal. Lab. Code §§ 226 and 512); (6) overtime pay under the Fair Labor Standards Act (29 U.S.C. § 201, *et seq.*); and (7) civil penalties under the California Private Attorneys General Act (Cal. Lab. Code § 2698, *et seq.*). After extensive discovery and an exchange of relevant information, the Parties agreed

to enter into private mediation before a mediator, to try and resolve Plaintiffs' claims. A mediation was held on April 27, 2009, and the Named Plaintiffs and Defendant subsequently reached the Settlement that is memorialized in the Settlement Agreement that is on file with the Court, and whose terms are generally summarized in this Notice.

3. You have received this Notice because Apple's records show you were employed as a Plaintiff and your rights may be affected by this Settlement.

POSITIONS OF THE PARTIES

4. Apple has denied and continues to deny each of the claims in the Action. Apple contends that all of its employees have been compensated in compliance with the law, and that its conduct was not willful with respect to any alleged failure to pay any wages (including but not limited to overtime, wages upon termination or otherwise), the classification of employees as exempt, and/or with respect to any of its compensation practices. Apple has repeatedly asserted and continues to assert defenses to the claims in the Action, and has expressly denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action. Neither the proposed Settlement nor any action taken to carry out the proposed Settlement is, may be construed as, or may be used as an admission, concession or indication by or against Apple of any fault, wrongdoing or liability whatsoever.

5. Counsel for the Plaintiffs ("Class Counsel") has extensively investigated and researched the facts and circumstances underlying the issues raised in the Action, and the law applicable thereto. Class Counsel recognizes the expense and length of continued proceedings necessary to continue the Action against Apple through trial and through any possible appeals. Class Counsel has also taken into account the uncertainty and the risk of the outcome of further litigation, including the risk that the class might not be certified in light of Apple's opposition to certification as well as the difficulties and delays generally inherent in such litigation.

6. Class Counsel is also aware of the burdens of proof necessary to establish liability for the claims, of Apple's defenses thereto, and of the difficulties in establishing damages for the Class Members. Class Counsel has also taken into account the extensive settlement negotiations conducted by the Parties. Based on the foregoing, Class Counsel believes the proposed Settlement is fair, adequate and reasonable and in the best interests of the Class Members.

7. Apple has also extensively investigated and researched the facts and circumstances underlying the issues raised in the Action, and the law applicable thereto. Although Apple believes it has meritorious defenses to the Action, Apple has concluded that the further defense of this Action would be lengthy and expensive for all Parties. Apple has, therefore, agreed to settle this Action in the manner and upon the terms set forth in the proposed Settlement to put to rest all claims that are or could have been asserted against it in the Action.

8. The Court has made no ruling on the merits of Plaintiffs' claims and has determined only that certification of the Class for Settlement purposes is appropriate under federal law.

PRELIMINARY APPROVAL OF THE SETTLEMENT

9. On , 2010, the Court appointed the following attorneys as Class Counsel to represent the Class in this Action:

Norman B. Blumenthal
Blumenthal, Nordrehaug & Bhowmik
2255 Calle Clara
La Jolla, CA 92037

Walter Haines
United Employees Law Group
65 Pine Avenue, #312
Long Beach, CA 90802

10. On [redacted], 2010 for purposes of the Settlement, Honorable Jeremy D. Fogel of the United States District Court, Northern District of California, certified a Class consisting of Apple, Inc.'s current and former employees in the IS&T and/or Global Computing Network Services ("GNCS") division in the United States who were classified as exempt holding the job titles of Network Engineer (levels 1 through 3), Telecommunication Engineer (levels 1 through 3), Information Systems Engineer (levels 1 through 3), Systems Engineer (levels 1 through 3), Information Systems Analyst (levels 1 through 3), Tech/Info Systems Analyst (levels 1 through 3), or substantially similar job titles at levels 1, 2 and 3 who worked at any time from August 4, 2004 through [date of preliminary Court approval] (the "Class"). Members of the Class are members of one or more subclasses. Subclass One consists of all Class Members employed by Defendant in states other than California from August 4, 2005 through [date of preliminary Court approval] who did not file with the Court a consent to join this Action as a plaintiff pursuant to 29 U.S.C 216(b) of the Fair Labor Standards Act. Subclass Two consists of all Class Members who, as of [redacted] 2010, have filed with the Court a consent to join this Action as a plaintiff pursuant to 29 U.S.C 216(b) of the Fair Labor Standards Act. Subclass Three consists of all Class Members employed by Defendant in the states of California from August 2, 2004 to [date of preliminary Court approval].

11. If you are a member of the Class, you will be bound by the proposed Settlement described below if it is approved, unless you are eligible to and do make a written request for exclusion in the manner described below.

SUMMARY OF SETTLEMENT TERMS

12. The following is a summary of the provisions of the proposed Settlement between the Named Plaintiffs, the Class, and Apple. The specific and complete terms of the proposed Settlement are described in the Stipulation and Settlement Agreement of Claims ("Settlement Agreement"), a copy of which is available for your review as set forth at the end of this Notice.

13. The Court will hold a Final Approval Hearing on the Settlement in Courtroom 3 of the United States District Court, Northern District of California, San Jose Branch, located at 280 South 1st Street, San Jose, California, at [time] on [redacted] 2010, at which time the Court will determine whether to grant final approval to the Settlement.

14. **Settlement Amount.** The Agreement provides that Apple will pay a maximum of \$990,000 (the "Settlement Fund") to fully resolve the issues in the Action. After the following Court-approved deductions, the remaining amount will be distributed to Class Members who do not opt-out and who timely file claims ("Settlement Class Members") pursuant to the Court-approved plan of allocation, which is based on the Plaintiffs' weeks worked in Class Positions during the Class Period.

(a) **Deductions.** The following deductions will be made from the Settlement Fund:

(i) **Attorneys' Fee and Costs Award.** The Court has appointed Norman B. Blumenthal of Blumenthal, Nordrehaug & Bhowmik and Walter Haines of United Employees Law Group as Class Counsel. As part of the Settlement approval process, Class Counsel will seek approval of an award of attorneys' fees and costs of up to twenty-five percent (25%) of the Settlement Fund or \$247,500 (the "Fee and Costs Award"). Class Counsel shall not be permitted to petition the Court for any additional payments for fees, costs or interest and the Fees and Costs Award shall be utilized for all claims for attorneys' fees and costs, past, present and future incurred in the Action. As part of the Settlement, you will not be required to pay Class Counsel for their representation of you in the Action.

(ii) Named Plaintiff Awards. Class Counsel will also seek Named Plaintiff Awards of \$10,000 each to Named Plaintiffs David Walsh and David Kalua, in recognition of their efforts in obtaining the benefits of the Settlement for the Class and in exchange for a full release of claims against Apple. These Named Plaintiff Awards will be in addition to whatever payment they may otherwise be entitled to as Settlement Class Members. If approved by the Court, this amount will be paid from the Settlement Fund.

(iii) PAGA Payment. The Court has tentatively approved payment of \$49,500 from the Settlement Fund to the California Labor and Workforce Development Agency in full satisfaction of all amounts payable under the California Labor Code's Private Attorney General Act of 2004, as amended, California Labor Code section 2699 *et seq.*

(iv) Administration Costs. The Court has tentatively approved payment to the Settlement Administrator, Gilardi & Co., to notify the class, process claims and make distributions, among other tasks provided in the Settlement Agreement. That payment is not expected to exceed \$10,000.

(b) Payment to Class Members: Plan of Allocation. The approximate expected minimum of \$[REDACTED] remaining (the "Net Settlement Sum") after these deductions will be available for distribution to Settlement Class Members. Settlement Class Members will receive a proportionate share of the Net Settlement Sum based on the Settlement Class Members' total "Weekly Employment Credits", meaning the number of weeks (including each partial week as a full week) of employment in a Class Position in the Class Period ("Work Weeks") multiplied by a multiplier based on the Settlement Class Members' subclass. Settlement Class Members who are members of Subclass One will have their Work Weeks multiplied by 1.0 to arrive at that Settlement Class Member's "Subclass One Weekly Employment Credits". Settlement Class Members who are members of Subclass Two will have their Work Weeks multiplied by 2.0 to arrive at that Settlement Class Member's "Subclass Two Weekly Employment Credits". Settlement Class Members who are members of Subclass Three will have their Work Weeks multiplied by 2.5 to arrive at that Settlement Class Member's "Subclass Three Weekly Employment Credits". This information will be determined from Apple's records. Approximations and averages will be used to cover periods where data is missing or otherwise not available.

In the event that you disagree with the total Weekly Employment Credits you have been awarded based upon Apple's records, you may both make a claim and seek to have the amount of your Weekly Employment Credits increased as indicated on the enclosed Claim Form.

(c) Tax Matters. Under the Settlement, 40% of each Settlement Award shall be deemed wages from which ordinary deductions for state and federal withholding taxes shall be made. Additionally, 60% of each Settlement Award shall be deemed penalties, liquidated damages and interest. Amounts allocated as wages shall be reported on IRS Form W-2 or 1099, and amounts allocated as penalties, liquidated damages and interest shall be reported on IRS Form 1099. Settlement Class Members should consult with their tax advisors concerning any tax consequences of the payments that they receive under the Settlement.

(d) Conditions of the Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing approving the Settlement as fair, reasonable, adequate and in the best interests of the Class, and entering Judgment in accordance with the Settlement Agreement. Furthermore, if the total number of Plaintiffs who request exclusion from the Class is more than five percent (5%) of the number of Plaintiffs to whom a Notice was mailed, Apple will have the option at its discretion of rejecting the Settlement in its entirety.

RELEASE OF CLAIMS

15. All Class Members will be bound by the terms of the proposed Settlement if it is approved and if the Final Approval Order dismissing the Action is entered and Judgment becomes final. If the proposed Settlement is approved, all Class Members will have released Apple and, its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors,

consultants, insurers and reinsurers, owners, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (the "Released Parties") all claims, demands, rights, liabilities, and causes of action that were or might have been asserted (whether in tort, contract, or otherwise) for violation of state or federal wage and hour law arising out of, relating to, or in connection with any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions or failures to act, which are or could be the basis of claims that Defendant improperly classified Class Members as exempt, failed to provide all overtime wages due, failed to provide timely, accurate or complete paychecks, pay stubs or itemized wage statements, failed to provide lawful meal or rest periods, failed to keep records properly concerning time worked, failed to properly pay any wages, and/or engaged in unfair business practices, at any times on or before Final Approval, provided that while all Class Members will be deemed to have released collective claims arising under 29 U.S.C. Section 216(b), Fair Labor Standards Act, only members of Subclass One and Subclass Three shall be deemed to release any individual claims that they possess arising under the Fair Labor Standards Act (the "Released Claims"). The Released Claims are also defined to release all remedies in relation to the Released Claims, whether for economic damages, noneconomic damages, restitution, penalties, liquidated damages, punitive damages, interest, other monies, or any other relief.

16. Named Plaintiffs and all Class Members agree that, upon the Effective Date, they shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, released the Released Parties from the Released Claims. With respect to the Released Claims, the Named Plaintiffs and all Class Members, stipulate and agree that, upon the Effective Date, the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code to the extent it is applicable (or any other similar provision under federal, state or local law to the extent any such provision is applicable), which is quoted below. Section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Thus, subject to and in accordance with the provisions of the Settlement Agreement, even if the Named Plaintiffs and/or the Class Members may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims, each Class Member, upon the Effective Date, shall be deemed to have and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims. This is true whether the Released Claims are known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

17. The Class Members agree not to sue or otherwise make a claim against any of the Released Parties for the Released Claims. The Settlement Awards and the Named Plaintiff Awards shall be paid to Settlement Class Members specifically in exchange for the release of the Released Parties from the Released Claims and for the covenant not to sue concerning the Released Claims.

PROCEDURE FOR MONETARY RECOVERY

18. If you want to participate in the Settlement and receive money under the Settlement, you must sign and date the enclosed Claim Form and mail the completed Claim Form by postage pre-paid U.S. first class mail postmarked by no later than 2010 [45 days after mailing] to the Settlement Administrator at the following address:

Apple Settlement
c/o Gilardi & Co.
[insert address]
Telephone: 1-800-_____
Fax: _____

A copy of your Claim Form is attached. (If you need an extra copy, contact the Settlement Administrator). If any information provided on the Claim Form is incorrect, please make corrections. For example, if your address is incorrect, please indicate your correct address. Also, please provide your telephone number and any other indicated information referred to on your Claim Form if it is not provided. If you wish to have confirmation that the Settlement Administrator has received your Claim Form, you may do so by sending it by certified U.S. Mail with a return-receipt request. The Claim Form lists the total number of Work Weeks that you worked as a Class Member during the Class Period. If you believe the number of Work Weeks listed on the Claim Form is incorrect, you may send a letter to the Settlement Administrator along with your Claim Form indicating what you believe is the correct number of months. You may send any documents or other information that support your belief. The Settlement Administrator will resolve any dispute regarding the number of months you worked in the Class based on Apple's records and any information that you provide.

19. If you are a Plaintiff and you do not choose to exclude yourself from the Settlement, you will be a Class Member and will be bound by all of the provisions of the Settlement Agreement between the Parties, including a full release of claims that will prevent you from separately suing the Released Parties for the Released Claims settled in this case (see paragraphs 15-17 above).

20. ANY CLASS MEMBER WHO DOES NOT SUBMIT A TIMELY CLAIM FORM WILL NOT RECEIVE A SHARE OF THE SETTLEMENT FUND. IF YOU DO NOTHING – THAT IS, IF YOU DO NOT MAIL OR DELIVER A TIMELY CLAIM FORM, YOU WILL NOT BE ENTITLED TO A SHARE OF THE SETTLEMENT. HOWEVER, YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT, INCLUDING THE RELEASE, EVEN THOUGH YOU DID NOT RECEIVE ANY MONEY.

PROCEDURE FOR EXCLUSION

21. Plaintiffs may exclude themselves from (or "opt-out" of) the Settlement by mailing to the Settlement Administrator at the address listed in paragraph 18 a written statement expressing their desire to be excluded from the Settlement. If you wish to opt-out of the Settlement in this Action, your written statement must include your name (and former names, if any), current address, telephone number and social security number. The opt-out statement must be postmarked on or before [redacted], 2010, [45 days after mailing]. Requests to opt-out that do not include all required information, or that are not submitted on a timely basis, will be deemed null, void, and ineffective. Persons who are eligible to and do submit valid and timely requests to opt-out of the Settlement will not participate in the Settlement, nor will they be bound by the terms of the proposed Settlement, if it is approved, or the Final Approval Order and Judgment in this action.

OBJECTIONS TO THE PROPOSED SETTLEMENT/FINAL SETTLEMENT HEARING

22. A Final Approval Hearing will be held before the Honorable Jeremy D. Fogel in Courtroom 3 of the United States District Court, Northern District of California, San Jose Branch, located at 280 South 1st Street, San Jose, California, at [time] on [redacted] 2010 to determine whether the proposed Settlement is fair, adequate and reasonable and whether it should be approved by the Court and whether the Action should be dismissed on the merits with prejudice. The hearing may be adjourned, continued and/or rescheduled by the Court from time to time as the Court may without further notice direct.

23. Any Class Member who wishes to object to the Settlement must file with the Court and serve on counsel for the parties and the Settlement Administrator a written statement objecting to the Settlement. Such written statement must be filed with the Court and served on counsel for the parties no later than forty-five (45) days after the date this Notice is first mailed. No Class Member shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) or to object to the Settlement, and no written objections or briefs submitted by any Class Member shall be received or considered by the Court at

the Final Approval Hearing, unless written notice of the Class Member's intention to appear at the Final Approval Hearing, and copies of any written objections or briefs, shall have been timely filed with the Court and served on counsel for the parties and the Settlement Administrator. Any written objections and briefs must be served on counsel for the parties and the Settlement Administrator at the following addresses:

Settlement Administrator	Class Counsel	Apple's Counsel
<p>Apple Settlement c/o Gilardi & Co. [insert address]</p>	<p>Norman B. Blumenthal Blumenthal, Nordrehaug & Bhowmik 2255 Calle Clara La Jolla, CA 92037</p> <p>Walter Haines United Employees Law Group 65 Pine Avenue, #312 Long Beach, CA 90802</p>	<p>Jessica R. Perry Orrick, Herrington & Sutcliffe, LLP 1020 Marsh Road Menlo Park, CA 94025</p>

24. Any Class Member who does not file with the Court and serve on counsel his or her written objections in the manner provided above shall be deemed to have waived such objections and shall be foreclosed from making any objections (by appeal or otherwise) to the proposed Settlement.

25. Any Class Member who is satisfied with the proposed Settlement need not appear at the Final Approval Hearing.

CHANGE OF ADDRESS

26. If you move after receiving this Notice, if it was misaddressed, or if for any reason you want your payment or future correspondence concerning this Action and the Settlement to be sent to a different address, you should supply your current preferred address to the Settlement Administrator.

EXAMINATION OF THE PAPERS AND ADDITIONAL INQUIRIES

27. The foregoing is only a summary of the Action and the proposed Settlement and does not purport to be comprehensive. For a more detailed statement of the matters involved in the Action and the proposed Settlement, you may refer to the pleadings, the Settlement Agreement, and other papers filed in the Action, which may be inspected at the Office of the Clerk of the United States District Court, Northern District of California, located in San Jose, California, during regular business hours of each Court day.

All inquiries by Class Members regarding this Notice and/or the Settlement that involve requests for information on whether a claim has been received or accepted, requests for additional copies of claim documents or information on when claims will be paid or the amount of your individual claim should be directed to the Settlement Administrator c/o Gilardi & Co. at [insert contact information]. Inquiries involving legal questions about the Settlement or your legal rights should be directed to Class Counsel, Norman B. Blumenthal, Blumenthal, Nordrehaug & Bhowmik, 2255 Calle Clara, La Jolla, CA 92037, (858) 551-1223 (telephone), (858) 551-1232 (facsimile); and/or Walter Haines, United Employees Law Group, 65 Pine Avenue, #312, Long Beach, CA 90802, (562) 256-1047 (telephone), (562) 256-1006 (facsimile). You may also retain your own attorney at your own expense.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, APPLE OR APPLE'S COUNSEL WITH INQUIRIES.

Dated: _____, 2010

United States District Judge

WALSH ET AL. V. APPLE, INC. SETTLEMENT

c/o Gilardi & Co.

[insert address]

1-800-[insert phone number]

OPT IN FORM

YOU MUST COMPLETE AND SIGN BOTH SIDES OF THIS FORM TO EFFECTIVELY MAKE A CLAIM UNDER BOTH FEDERAL AND STATE LAW

I have received the Notice of Proposed Class Action Settlement and hereby consent to join as a party Plaintiff in the Action entitled "David Walsh, an individual, David Kalua, an individual, on behalf of themselves, and on behalf of all persons similarly situated vs. Apple, Inc.," Case No. C 08-04918 JF, pending in the United States District Court for the Northern District of California, in order to participate in the settlement regarding Apple's alleged violations of the Fair Labor Standards Act (29 U.S.C. section 201 *et seq.*).

I understand that by filing this Opt In and Notice of Consent, I will be bound by the judgment of the Court on all issues in the case, whether favorable to me or not.

Name: _____
(Print Name)

Signature: _____

Date: _____, 2010

Please complete the IRS Substitute Form W-9 on page 2 then date and sign the Claim Form.

CLAIM FORM

Claim #: _____
 «First1» «Last1»
 «c/o»
 «Address1» «Address2»
 «City», «ST» «Zip» «Country»

Name/Address Changes (if any):

First Name	Last Name	
Address		
City	State	Zip
()	()	
Area Code	Evening Telephone Number	

Email address: _____

() _____
 Area Code Daytime Telephone Number

To participate in this Settlement, this Claim Form must be completed and postmarked no later than [] 2010.

GENERAL INFORMATION

Apple's records show you were employed by Apple in the IS&T and/or Global Computing Network Services ("GNCS") division in the United States and were classified as exempt holding the job titles of Network Engineer (levels 1 through 3), Telecommunication Engineer (levels 1 through 3), Information Systems Engineer (levels 1 through 3), Systems Engineer (levels 1 through 3), Information Systems Analyst (levels 1 through 3), Tech/Info Systems Analyst (levels 1 through 3), or substantially similar job titles at levels 1, 2 and 3 at any time from August 4, 2004 through [date of preliminary Court approval]. You may be eligible to receive a monetary award from the Settlement of this Action. **In order to receive money from the Settlement, you must sign this Claim Form and return it by First-Class Mail, postmarked no later than [] 2010 to the following address:**

**Apple Settlement
 c/o [insert name]
 [insert address]
 Telephone: 1-800-[insert phone number]**

A return envelope is provided. If you fail to submit your Claim Form by that date, your claim will be rejected and you will not receive any money in connection with the Settlement (although you will be bound by the other provisions of the Settlement approved by the Court).

CLAIM INFORMATION

According to Apple's records, you were a Plaintiff for:

<< >> Work Weeks.

If you believe this information is inaccurate, please indicate the number of Work Weeks you believe you were a Plaintiff (otherwise, please leave this space blank):

_____ Work Weeks.

If you claim that you were employed for more weeks in a covered job title than are indicated by Apple's records, you **MUST** attach to this Claim Form any records in your possession that you believe support your claim that you were employed by Apple for additional Work Weeks in a covered job title (such as pay stubs, employment records, etc.).

DECLARATION OF CLASS MEMBER

In exchange for a Settlement Award under the Settlement Agreement, I, on behalf of myself and on behalf of all who claim by or through me or in my stead, hereby release Apple and, its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, owners, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (the "Released Parties"), from the "Released Claims." For purposes of this Settlement, the "Released Claims" means all claims, demands, rights, liabilities, and causes of action that were or might have been asserted (whether in tort, contract, or otherwise) for violation of state or federal wage and hour law arising out of, relating to, or in connection with any facts,

transactions, events, policies, occurrences, acts, disclosures, statements, omissions or failures to act, which are or could be the basis of claims that Defendant improperly classified Class Members as exempt, failed to provide all overtime wages due, failed to provide timely, accurate or complete paychecks, pay stubs or itemized wage statements, failed to provide lawful meal or rest periods, failed to keep records properly concerning time worked, failed to properly pay any wages, and/or engaged in unfair business practices, at any times on or before Final Approval, provided that while I will be deemed to have released collective claims arising under 29 U.S.C. Section 216(b), Fair Labor Standards Act, only if I am a member of Subclass One and Subclass Three shall I be deemed to release any individual claims that I possess arising under the Fair Labor Standards Act (the "Released Claims"). The Released Claims are also defined to release all remedies in relation to the Released Claims, whether for economic damages, noneconomic damages, restitution, penalties, liquidated damages, punitive damages, interest, other monies, or any other relief. I have not assigned, pledged or otherwise transferred to any other person or entity my interest in any of the Released Claims.

I agree that I have, and by operation of the Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code to the extent it is applicable (or any other similar provision under federal, state or local law to the extent any such provision is applicable), which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Thus, subject to and in accordance with the provisions of this Agreement, even if I may hereafter discover facts in addition to or different from those which I now know or believe to be true with respect to the subject matter of the Released Claims, I shall be deemed to have and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all of the Released Claims. This is true whether the Released Claims are known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. I agree that I will not sue or otherwise make a claim against any of the Released Parties for the Released Claims. I agree that the Settlement Award is paid specifically in exchange for my release of the Released Parties from the Released Claims and for the covenant not to sue concerning the Released Claims.

I have received the Notice of Proposed Class Action Settlement. I submit this Claim Form under the terms of the proposed Settlement described in the Notice. I also submit to the jurisdiction of the United States District Court, Northern District of California, with respect to my claim as a Class Member and for purposes of enforcing the Released Claims. The full and precise terms of the proposed Settlement are contained in the Settlement Agreement filed with the Court. I further acknowledge that I am bound by the terms of any Judgment that may be entered in this class action. I agree to furnish additional information to support this claim if required to do so.

If I am the executor and/or heir of a Class Member or a representative of a Class Member, I have provided appropriate documentation about the capacity in which I am submitting this Claim Form on separate sheets attached.

I declare under penalty of perjury that the foregoing information is true and accurate, that I have read and understand the Notice that was mailed with this Claim Form, and agree to abide by the terms of the Notice and this Claim Form.

Please complete the Taxpayer Identification Number Certification - IRS Substitute Form W-9 below, sign the Claim Form, and mail it to the Claim Administrator at the address provided above.

Taxpayer Identification Number Certification - Substitute IRS Form W-9		«ClaimID»
Enter your Social Security Number: _ _ _ _ - - _ _ _ _		
Print name as shown on your income tax return if different from «First1» «Last1»:		
First	Name _____	Last Name
Under penalties of perjury, I certify that:		
1. The taxpayer identification number shown on this form is my correct taxpayer identification number, and		

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Note: If you have been notified by the IRS that you are subject to backup withholding, you must cross out item 2 above.

The IRS does not require your consent to any provision of this document other than this Form W-9 certification to avoid backup withholding.

Dated: _____
(mm/dd/yyyy)

(Signature)

1 BLUMENTHAL, NORDREHAUG & BHOWMIK
2 Norman B. Blumenthal (STATE BAR NO. 068687)
3 Kyle R. Nordrehaug (STATE BAR NO. 205975)
4 Aparajit Bhowmik (STATE BAR NO. 248066)
5 2255 Calle Clara
6 La Jolla, CA 92037
7 Telephone: (858)551-1223
8 Facsimile: (858) 551-1232

6 UNITED EMPLOYEES LAW GROUP
7 Walter Haines (STATE BAR NO. 071705)
8 65 Pine Ave, #312
9 Long Beach, CA 90802
10 Telephone: (562) 256-1047
11 Facsimile: (562) 256-1006

10 Attorneys for Plaintiffs
11 DAVID WALSH and DAVID KALUA

12 LYNNE C. HERMLE (STATE BAR NO. 99779)
13 JOSEPH C. LIBURT (STATE BAR NO. 155507)
14 JESSICA R. PERRY (STATE BAR NO. 209321)
15 ORRICK, HERRINGTON & SUTCLIFFE LLP
16 1000 Marsh Road
17 Menlo Park, CA 94025
18 Telephone: 650-614-7400
19 Facsimile: 650-614-7401
20 lchermle@orrick.com
21 jliburt@orrick.com
22 jperry@orrick.com

18 Attorneys for Defendant
19 APPLE INC.

19 UNITED STATES DISTRICT COURT
20 NORTHERN DISTRICT OF CALIFORNIA

22 DAVID WALSH, an individual, DAVID
23 KALUA, an individual, on behalf of themselves,
24 and on behalf of all persons similarly situated,

24 Plaintiffs,

25 v.

26 APPLE INC.,

27 Defendant..

Case No. C 08-04918 JF

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date:
Time:
Ctrm:

1 The Court has before it Named Plaintiffs David Walsh and David Kalua's
2 unopposed motion for preliminary approval of a proposed class action settlement ("Settlement").
3 After reviewing the Motion for Preliminary Approval and the Stipulation and Settlement
4 Agreement of Class Action Claims ("Agreement") filed with the Court, the Court hereby finds
5 and orders as follows:

6 1. The Court finds on a preliminary basis that the Agreement appears to be fair,
7 adequate and reasonable, falls within the range of reasonableness, and therefore meets the
8 requirements for preliminary approval.

9 2. The Court conditionally certifies for settlement purposes only the following class
10 ("Plaintiffs"):

11 All of Apple, Inc.'s current and former employees in the IS&T
12 and/or Global Computing Network Services ("GNCS") division in
13 the United States who were classified as exempt holding the job
14 titles of Network Engineer (levels 1 through 3), Telecommunication
15 Engineer (levels 1 through 3), Information Systems Engineer
16 (levels 1 through 3), Systems Engineer (levels 1 through 3),
17 Information Systems Analyst (levels 1 through 3), Tech/Info
18 Systems Analyst (levels 1 through 3), or substantially similar job
19 titles at levels 1, 2 and 3 who worked at any time from August 4,
20 2004 through the present on the list of Plaintiffs provided to the
21 Settlement Administrator.

22 3. The Court finds, for purposes of settlement only, that the Plaintiffs meet the
23 requirements for class certification under Fed. R. Civ. P. 23(a) and 23(b)(3) in that: (1) the
24 Plaintiffs are so numerous that joinder is impracticable; there are questions of law and fact that
25 are common to all Plaintiffs, which questions predominate over individual issues; (2) Named
26 Plaintiffs' claims are typical of the claims of the Plaintiffs; (3) the Named Plaintiffs and Class
27 Counsel will fairly and adequately protect the interests of the Plaintiffs; and (4) a class action is
28 superior to other available methods for the fair and efficient adjudication of the controversy.

4. The Court appoints for settlement purposes only, Named Plaintiffs David Walsh
and David Kalua as class representatives for the Class.

5. The Court appoints for settlement purposes only, Norman B. Blumenthal,
Blumenthal, Nordrehaug & Bhowmik, and Walter Haines, United Employees Law Group, as

1 Class Counsel for the Plaintiffs.

2 6. The Court appoints Gilardi & Co. as the Settlement Administrator.

3 7. The parties are ordered to carry out the settlement according to the terms of the
4 Agreement.

5 8. The Court orders the following schedule of dates for further proceedings:

6 a. Deadline for Settlement Administrator to mail Notices to Plaintiffs: [45 days after
7 entry of preliminary approval order granted]

8 b. Claims Deadline: [45 days after Notices mailed]

9 c. Objection/Exclusion Deadline: [45 days after Notices mailed]

10 d. Deadline for serving and filing Motion for Final Approval: [after
11 Objection/Exclusion Deadline]

12 e. Final Approval Hearing:

13 9. The Court approves, as to the form and content, the Class Notice ("Notice"),
14 attached hereto as Exhibit A, which informs Plaintiffs of the terms of the proposed Settlement, the
15 preliminary approval of the Settlement, and the scheduling of the Final Approval Hearing, and the
16 Claim Form and Opt In Form attached hereto as Exhibit B. The Court finds that the dates
17 selected for the mailing and distribution of the Notice, Claim Form and Opt In Form meet the
18 requirements of due process and provide the best notice practicable under the circumstances and
19 shall constitute due and sufficient notice to all persons entitled thereto.

20 IT IS SO ORDERED.

21

22 Dated:

23 _____
UNITED STATES DISTRICT COURT JUDGE

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28

1 BLUMENTHAL, NORDREHAUG & BHOWMIK
2 Norman B. Blumenthal (STATE BAR NO. 068687)
3 Kyle R. Nordrehaug (STATE BAR NO. 205975)
4 Aparajit Bhowmik (STATE BAR NO. 248066)
5 2255 Calle Clara
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9 UNITED EMPLOYEES LAW GROUP
10 Walter Haines (STATE BAR NO. 071705)
11 65 Pine Ave, #312
12 Long Beach, CA 90802
13 Telephone: (562) 256-1047
14 Facsimile: (562) 256-1006

15 Attorneys for Plaintiffs
16 DAVID WALSH and DAVID KALUA

17 LYNNE C. HERMLE (STATE BAR NO. 99779)
18 JOSEPH C. LIBURT (STATE BAR NO. 155507)
19 JESSICA R. PERRY (STATE BAR NO. 209321)
20 ORRICK, HERRINGTON & SUTCLIFFE LLP
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23 Telephone: 650-614-7400
24 Facsimile: 650-614-7401
25 lchermle@orrick.com
26 jliburt@orrick.com
27 jperry@orrick.com

28 Attorneys for Defendant
APPLE INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

DAVID WALSH, an individual, DAVID
KALUA, an individual, on behalf of themselves,
and on behalf of all persons similarly situated,

Plaintiffs,

v.

APPLE INC.,

Defendant.

Case No. C 08-04918 JF

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

1 On ___, 2010, the Court heard the Named Plaintiffs David Walsh and David
2 Kalua's unopposed motion for final approval of the class action settlement, as set forth in the
3 Stipulation and Settlement Agreement of Class Action Claims ("Agreement"), in the above-
4 captioned action. In accordance with the Preliminary Approval Order, Plaintiffs have been given
5 notice of the terms of the Settlement and an opportunity to object to it, comment on it, participate
6 it in, exclude themselves from it. Having considered the proposed Settlement, the papers
7 submitted by the Parties in support of final approval of the Agreement, and the argument at the
8 final approval hearing held on ___, 2010 at ___ a.m., the Court **HEREBY ORDERS AND**
9 **MAKES DETERMINATIONS AS FOLLOWS:**

- 10 1. For the purposes of this Order, the Court adopts all defined terms as set
11 forth in the Agreement, previously filed with this Court.
- 12 2. This Court has jurisdiction over the subject matter of this litigation and
13 over all parties and Plaintiffs in this litigation.
- 14 3. The Court finds that certification of the following Class, for settlement
15 purposes only, is appropriate under Rule 23 of the Federal Rules of Civil Procedure:

16 All of Apple Inc.'s current and former employees in the IS&T
17 and/or Global Computing Network Services ("GNCS") division in
18 the United States who were classified as exempt holding the job
19 titles of Network Engineer (levels 1 through 3), Telecommunication
20 Engineer (levels 1 through 3), Information Systems Engineer
21 (levels 1 through 3), Systems Engineer (levels 1 through 3),
Information Systems Analyst (levels 1 through 3), Tech/Info
Systems Analyst (levels 1 through 3), or substantially similar job
titles at levels 1, 2 and 3 who worked at any time from August 4,
2004 through [date of preliminary approval] on the list of Plaintiffs
provided to the Settlement Administrator.

22 The Court finds that this Class meets the ascertainability, numerosity, commonality and typicality
23 requirements to justify certification and that resolution of this matter through a class action is
24 superior to other available methods.

- 25 4. The Court finds that Named Plaintiffs David Walsh and David Kalua are
26 adequate class representatives and appoints them as such.
- 27 5. The Court finds that Class Counsel has adequately represented the Class,
28

1 and their appointment as Class Counsel is confirmed.

2 6. The following individuals filed timely request for exclusion in accordance
3 with the requirements set forth in the Class Notice, and are therefore not members of the class:

4 **FINAL APPROVAL OF NOTICE PROGRAM**

5 7. Pursuant to the Court's Preliminary Approval Order, the form of Notice
6 was mailed to Plaintiffs by first class mail. The Notice informed Plaintiffs of the terms of the
7 Settlement, their opportunity to file claims to opt-out of this Settlement, to opt into the action as a
8 party Plaintiff for claims under the Fair Labor Standards Act, 29 U.S.C. 201 *et seq.*, to file written
9 objections, and to appear in person or by counsel at the fairness hearing. The Court finds that
10 these procedures afforded protections to Class Members and provided the basis for the Court to
11 make an informed decision and approval of the Settlement. The Court finds further the Notice
12 provided in this case was the best Notice practicable and satisfied the requirements Rule 23 of the
13 Federal Rules of Civil Procedure and Constitutional due process.

14 **FINAL APPROVAL OF THE SETTLEMENT AGREEMENT**

15 8. The Court has reviewed the Agreement and finds that the Settlement is fair,
16 adequate, and reasonable when balanced against the possible outcome of further litigation relating
17 to class certification, liability, and damages. The Court finds further that extensive investigation,
18 informal discovery, and research have been conducted such that counsel for all Parties are able to
19 reasonably evaluate their respective positions. The Court also finds that settlement at this time
20 will avoid additional substantial costs such as those that have already been incurred by both
21 Parties and will avoid the delay and risks that would be presented by further prosecution of the
22 litigation. The Court finds that the Settlement has been reached after intensive, serious, and
23 non-collusive arm's-length negotiations.

24 9. The Court finds that [no] Plaintiffs validly and timely objected to the
25 Settlement.

26 10. Taking into account the (1) value of the Settlement, (2) the risks inherent in
27 continued litigation, (3) the extent of discovery completed and the stage of litigation when
28 Settlement was reached, (4) the complexity, expense, and likely duration of the litigation in the

1 absence of settlement, and (5) the experience and views of counsel, the Court finds that the
2 Settlement is fair, adequate, reasonable, and deserves this Court's final approval.

3 11. Pursuant to the terms of the Agreement, in exchange for the Class
4 Members agreeing to release the Released Claims, the total maximum amount Apple may be
5 required to pay under the Agreement is \$990,000 ("Settlement Fund"), which is inclusive of the
6 Settlement Awards (as defined in the Agreement), the Named Plaintiff Awards (as defined in the
7 Agreement), the Fee and Costs Award (as defined in the Agreement), the PAGA Payment (as
8 defined in the Agreement) and the Administration Payment (as defined in the Agreement). The
9 Court finds that the Settlement is fair, reasonable and adequate in all respects. The Court further
10 finds that the Settlement was made in good faith, negotiated at arm's length and represents the
11 best interests of the Parties. Accordingly, the Court orders the Parties to consummate the
12 Settlement in accordance with the terms of the Agreement.

13 12. Neither this Final Order, the accompanying Judgment nor the Agreement
14 shall constitute an admission by Defendant of any liability or wrongdoing whatsoever, nor is this
15 Final Order a finding of the validity or invalidity of any claims in the action or a finding or
16 wrongdoing by Defendant. Nor is any act performed or document executed pursuant to, or in
17 furtherance of, the Agreement or the Settlement: (a) is or may be deemed to be or may be used as
18 an admission of, or evidence of, the validity of any Released Claims, or of any wrongdoing or
19 liability of Defendant, Released Parties, or any of them; or (b) is or may be deemed to be or may
20 be used as an admission of, or evidence of, any fault or omission of Defendant, Released Parties,
21 or any of them, in any civil, criminal or administrative proceeding in any court, administrative
22 agency or other tribunal, except for purposes of settling the Action pursuant to the terms of the
23 Agreement or enforcing the release of the Released Claims.

24 **DISMISSAL AND RELEASE**

25 13. In accordance with the terms of the Agreement, this Action shall be
26 dismissed on the merits and with prejudice, with each party bearing its own costs, except as
27 provided in the Agreement.

28 14. By this Order and accompanying Judgment, the Named Plaintiffs shall

1 release, relinquish and discharge, and each of the Class Members shall be deemed to have, and by
2 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
3 discharged all Released Claims (including unknown claims) as defined in the Agreement and
4 incorporated by reference herein.

5 15. The only Class Members entitled to payment pursuant to this Judgment are
6 Settlement Class Members. The Net Settlement Sum shall be paid entirely to Settlement Class
7 Members, except that if there is unclaimed residue it shall first be used to satisfy Defendant's
8 obligations to pay payroll taxes on the Settlement Awards.

9 16. Without affecting the finality of the Final Order and the accompanying
10 Judgment, the Court reserves continuing and exclusive jurisdiction over the Parties to the
11 Agreement to administer, supervise, construe, and enforce the Agreement and this Order in
12 accordance with its terms for the mutual benefit of the Parties. Under Federal Rules of Civil
13 Procedure, the Court, in the interests of justice, expressly directs the Clerk of the Court to enter
14 this Final Order and accompanying Judgment.

15 **ALLOCATION OF THE SETTLEMENT**

16 17. The total maximum amount Defendant can pay under the Settlement is
17 \$990,000 ("Settlement Fund"), which is inclusive of the Settlement Awards (as defined in the
18 Agreement), the Named Plaintiff Awards (as defined in the Agreement), the Fees and Costs
19 Award (as defined in the Agreement), the PAGA Payment (as defined in the Agreement) and the
20 Administration Payment (as defined in the Agreement), in accordance with the Agreement.

21 18. The Court finds that Class Counsel, Norman B. Blumenthal, Blumenthal,
22 Nordrehaug & Bhowmik, and Walter Haines, United Employees Law Group, having conferred a
23 benefit on Named Plaintiffs and absent Class Members and having expended efforts to secure
24 compensation to the Class, are entitled to a fee, and accordingly, within fifteen (15) days after the
25 Effective Date, Class Counsel shall be paid a Fee and Costs Award up to twenty-five percent
26 (25%) or \$247,500 from the Settlement Fund, in accordance with the Agreement.

27 19. Within fifteen (15) days after the Effective Date, Named Plaintiffs David
28 Walsh and David Kalua shall be paid Named Plaintiff Awards up to \$10,000 each from the

1 Settlement Fund in exchange for a release of all Released Parties, in accordance with the
2 Agreement.

3 20. Within thirty (30) days after the Effective Date, the California Labor
4 Workforce Development Agency shall be paid \$49,500 from the Settlement Fund in full
5 satisfaction of all amounts payable under the California Labor Code's Private Attorney General
6 Act of 2004, as amended, California Labor Code section 2698 *et seq.*, in accordance with the
7 Agreement.

8 21. The Court further approves that Gilardi & Co. will administer the
9 Settlement pursuant to the Agreement. Gilardi & Co. shall be paid an Administration Payment
10 from the Settlement Fund for their services rendered in administering the Settlement, in
11 accordance with the Agreement.

12 22. Within thirty (30) days after the Effective Date, Settlement Class Members
13 shall receive Settlement Awards from the Net Settlement Sum, in accordance with the
14 Agreement.

15 23. The Court further finds that ___ Plaintiffs have requested exclusion from
16 the Settlement. [Attached hereto as Exhibit A is a true and correct copy of those Plaintiffs who
17 have requested exclusion from the Settlement to date, and therefore, are not part of the Class, not
18 bound by this Order and the accompanying Judgment, and not entitled to any Settlement Award
19 under this Settlement.]

20 24. Class Members who filed otherwise valid claims after the claims deadline,
21 but prior to the issuance of this Order, will be paid Settlement Awards from the Net Settlement
22 Fund. Approximately ___% of the Class filed timely and valid claims.

23 25. Except as stated in this Order, all other terms of the Settlement will remain
24 as stated in the Agreement and all accompanying documents and the Orders of this Court.

25 The Court will retain jurisdiction for purposes of enforcing this Settlement,
26 addressing settlement administration matters, and addressing such post-judgment matters as may
27 be appropriate under court rules or applicable law.

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IT IS SO ORDERED.

Dated:

UNITED STATES DISTRICT COURT JUDGE

1 BLUMENTHAL, NORDREHAUG & BHOWMIK
Norman B. Blumenthal (STATE BAR NO. 068687)
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18 Attorneys for Defendant
APPLE INC.

19 UNITED STATES DISTRICT COURT
20 NORTHERN DISTRICT OF CALIFORNIA

21 DAVID WALSH, an individual, DAVID
22 KALUA, an individual, on behalf of themselves,
and on behalf of all persons similarly situated,
23 Plaintiffs,
24 v.
25 APPLE INC.,
26 Defendant.

Case No. C 08-04918 JF

JUDGMENT

1 The Named Plaintiffs David Walsh and David Kalua's Motion for Final Approval of the
2 Parties' Class Action Settlement and Named Plaintiff Awards, PAGA Payment, Administration
3 Payment and Fee and Costs Award came on for hearing on ____, 2010 in the above-captioned
4 Court, the Honorable Jeremy D. Fogel presiding. The Court having previously granted
5 preliminary approval of the Settlement on ____, 2010, the Parties having fully briefed the issues
6 regarding final approval and attorney's fees, the cause having been heard, and the Court having
7 granted final approval of the Settlement,

8 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

9 Judgment is entered on the terms set forth in the Order Granting Final Approval of Class
10 Action Settlement.

11 Dated:

UNITED STATES DISTRICT COURT JUDGE

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EXHIBIT #2

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FIRM RESUME

Areas of Practice: Consumer and Securities Class Action, Wage and Hour Class Action, Civil Litigation, Transactional Law, Business Litigation, and Products Liability.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. President and Chairman of the Board, San Diego Petroleum Club Inc., 1985-1986. Chief Operating Officer and General Counsel, Brumark Corporation, 1980-1987.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973)

Born: Washington, D.C., January 31, 1948

Kyle R. Nordrehaug

Partner

Practice Areas: Consumer and Securities Class Actions, Civil Litigation

Admitted: 1999, California

Member: State Bar of California

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Born: San Diego, California, October 21, 1972

Aparajit Bhowmik

Partner

Practice Areas: Civil Litigation; Consumer Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Scott Macrae

Contract Attorney

Practice Areas: Consumer and Securities Class Action

Admitted: 1982, California

Educated: Bowdoin College (B.A., 1978); University of California at Berkeley, Boalt Hall School of Law (J.D., 1982)

Born: Summit, New Jersey, November 26, 1956

REPORTED CASES

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2009); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Teyssier v. City of San Diego, 81 Cal. App. 4th 685 (2000); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2002); Tevssier v. City of San Diego, 81 Cal.App. 4th 685; Rocker v. KPMG LLP, 148 P.3d 703; 2006 Nev. Lexis 137; 122 Nev. Adv. Rep. 101(2006); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, 150 Cal. App. 4th 384 (2007); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004).

LEAD COUNSEL - CLASS ACTION

Adkins v. Washington Mutual Bank - Settled

Orange County Superior Court

Nature of Case: Unfair Competition - Bank Interest Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Agah v. CompUSA - Settled

U.S. District Court, Southern District of California

Case No. SA CV05-1087 DOC (Anx)

Nature of Case: Unfair Competition - Unfair Rebate Program

Plaintiff's Counsel: Blumenthal and Nordrehaug

Allec v. Cross Country Bank - Settled

Orange County Superior Court

Nature of Case: Unfair Business Practices-Deceptive Advertising

Plaintiff's Counsel: Blumenthal & Nordrehaug

Arreguin v. Impact Solutions - "In Litigation"

Los Angeles Superior Court, Case No. BC 340107

Nature of Case: Labor Code Violations

Plaintiff's Counsel: Blumenthal and Nordrehaug

Barcia v. Contain-A-Way - Settled

U.S. District Court, Southern District California

Case No. 07 cv 0938

Nature of Case: ERISA and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group

Behar v. Union Bank - In Litigation

Orange County Superior Court, case No. 30-2009-00317275

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik, United Employees Law Group

Bermant v. Bank of America, Investment Services, Inc. - Settled

Los Angeles Superior Court, Civil Action No. BC342505

Nature of Case: Labor Code Violations

Plaintiff's Counsel: Blumenthal and Nordrehaug &
Arias, Ozzello & Gignac, L.L.P. &
United Employees Law Group

Bolger v. Dr. Martens - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Deceptive Advertising

Plaintiff's Counsel: Blumenthal & Nordrehaug

Bova v. Washington Mutual Bank / JP Morgan Chase - In Litigation

U.S. District Court, Southern District California

Case No. 07 cv 2410

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group

Briseno v. American Savings Bank - Settled

Orange County Superior Court

Nature of Case: Unfair Competition - Force Ordered Insurance Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug; Chavez & Gertler

Buonomo v. ValueVision - Settled

Minnesota District Court

Nature of Case: False Advertising, Breach of Warranty

Plaintiff's Counsel: Blumenthal & Nordrehaug; Mansfield, Tanick & Cohen, P.A.

Butler v. Oberman, Tivoli, Miller and Pickert, Inc. - "In Litigation"

Los Angeles Superior Court, Case No. BC 339051

Nature of Case: Labor

Plaintiff's Counsel: Blumenthal & Nordrehaug

Cabral v. Creative Communication Tech. - In Litigation

Los Angeles Superior Court

Nature of Case: Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group

Citizens for Fair Treatment v. Quest Communications - Settled

San Diego Superior Court

Nature of Case: Failure to Pay for Vacation Time

Plaintiff's Counsel: Blumenthal and Nordrehaug

Cohen v. Bosch Tool - Settled

San Diego Superior Court, Case No. GIC 853562
Nature of Case: Unfair Business Practices-Deceptive Advertising
Plaintiff's Counsel: Blumenthal and Nordrehaug

Collins v. Galpin Motors - "In Litigation"
Los Angeles Superior Court, Case No. BC 343915
Nature of Case: Overtime
Plaintiff's Counsel: Blumenthal and Nordrehaug

Comstock v. Washington Mutual Bank - Settled
San Diego County Superior Court
Nature of Case: Unfair Competition - Force Order Insurance
Plaintiff's Counsel: Blumenthal & Nordrehaug

Conley v. Norwest - Settled
San Diego County Superior Court
Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges
Plaintiff's Counsel: Blumenthal & Nordrehaug

Connell v. Sun Microsystems - Settled
Alameda Superior Court, Case No. RG06252310
Nature of Case: Labor Code Violations
Plaintiff's Counsel: Blumenthal and Nordrehaug &
United Employees Law & Group Chavez & Gertler, LLP

Curry v. California Testing Bureau/McGraw Hill - Dismissal Affirmed on Appeal
United States Court of Appeals for the Ninth Circuit
U.S. District Court, Northern District of California, San Jose
Civil Action No. C-05-4003 JW
Nature of Case: ERISA Claim
Plaintiff's Counsel: Blumenthal and Nordrehaug & Chavez & Gertler

Danford v. Movo Media - Settled
San Diego Superior Court
Nature of Case: Unfair Business Practices-Unlawful Violation of Unruh Civil Rights Act
Plaintiff's Counsel: Blumenthal & Nordrehaug

Daniels, et al. v. Philip Morris, et al. – California Supreme Court
San Diego Superior Court
Nature of Case: Unfair Business Practices-Unlawful, Deceptive and Unfair Marketing of Cigarettes to Children
Plaintiff's Counsel: Blumenthal & Nordrehaug

Dewane v. Prudential - Settled
U.S. District Court, Central District of California
Case NO. SA CV 05-1031
Nature of Case: Labor Code Violations
Plaintiff's Counsel: Blumenthal and Nordrehaug &
Wynne Law Firm & Thierman Law Firm P.C.

Downtown Inns v. Pac Bell - Settled

California Public Utilities Commission
Nature of Case: Illegal Charge
Plaintiff's Counsel: Blumenthal & Nordrehaug; Sullivan Hill.

Fallah v. Cingular Wireless - Settled
Orange County Superior Court / U.S. District Court, Central District of California
Case No.
Nature of Case: Unfair Competition - Unfair Rebate Program
Plaintiff's Counsel: Blumenthal and Nordrehaug

Fierro v. Chase Manhattan - Settled
San Diego Superior Court
Nature of Case: Unfair Competition - Bank Interest Overcharges
Plaintiff's Counsel: Blumenthal & Nordrehaug

Friend v. Wellpoint - Settled
Los Angeles Superior Court, Case NO. BC345147
Nature of Case: Labor Code Violations
Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group

Gabisan v. Pelican Products - Settled
U.S. District Court, Southern District California
Case No. 08 cv 1361
Nature of Case: Labor Code Violations
Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group

Getchius v. National Private Security - "In Litigation"
Los Angeles Superior Court, Case No. BC 338907
Nature of Case: Overtime
Plaintiff's Counsel: Blumenthal and Nordrehaug

Gibson v. World Savings - Judgment for Class after Appeal - Settled
Orange County Superior Court
Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges
Plaintiff's Counsel: Blumenthal & Nordrehaug

Gill v. Parabody, Inc. - Settled
San Diego Superior Court
Nature of Case: Product Defect
Plaintiff's Counsel: Blumenthal & Nordrehaug

Greer v. Fleet Mortgage - Settled
San Diego Superior Court
Nature of Case: Unfair Business Practices-Bank Overcharges
Plaintiff's Counsel: Blumenthal & Nordrehaug

Guzman v. GNC, Inc. - "In Litigation"
U.S. District Court, Central District of California
Case No. CV 06-2326 MMM FMOx
Nature of Case: Unfair Competition - Illegal Product Sales
Plaintiff's Counsel: Blumenthal and Nordrehaug &

Trenam, Kemker, Scharf, Barkin, Frye,
O'Neill & Mullis, P.A.

Guzman v. Muscletech. - "In Litigation"

U.S. District Court, Central District of California
Case No. CV06-2377 CAS JTLx
Nature of Case: Unfair Competition - Illegal Product Sales
Plaintiff's Counsel: Blumenthal and Nordrehaug &
Thanasides, Zalkin & Acero & Trenam, Kemker, Scharf,
Barkin, Frye, O'Neill & Mullis, P.A.

Hahn v. Circuit City – Settled

San Diego Superior Court; U.S. District Court, Southern District of California
Nature of Case: Unfair Business Practices, Failure to Pay Vacation Time
Plaintiff's Counsel: Blumenthal & Nordrehaug

Hall v. County of Los Angeles - On Appeal

Los Angeles Superior Court, Case No. BC208582
Nature of Case: Gender Discrimination
Plaintiff's Counsel: Blumenthal and Nordrehaug &
The Lewis Law Firm

Handler v. Oppenheimer - On Appeal

Los Angeles Superior Court, Civil Action No. BC343542
Nature of Case: Labor Code Violations
Plaintiff's Counsel: Blumenthal and Nordrehaug &
Perona, Langer, Beck, Lallande and Serbin

Higgins v. Maryland Casualty - Settled

San Diego Superior Court
Nature of Case: Unfair Business Practices-Deceptive Insurance Overcharges
Plaintiff's Counsel: Blumenthal & Nordrehaug

Hoffman v. National Warranty Insurance - Settled

District Court for the State of Nevada
Nature of Case: Auto Warranty Fraud
Plaintiff's Counsel: Blumenthal & Nordrehaug; Greco, Traficante & Edwards;
Gerard, Osuch & Cisneros, LLP

Hollander v. Vitamin Shoppe Industries - "In Litigation"

Los Angeles Superior Court
Case No. L.A.S.C. Case No. BC311446
Nature of Case: Unfair Competition - Illegal Product Sales
Plaintiff's Counsel: Blumenthal and Nordrehaug &
Thanasides, Zalkin & Acero & Trenam, Kemker, Scharf,
Barkin, Frye, O'Neill & Mullis, P.A.

Jones v. E*Trade Mortgage - Settled

U.S. District Court, Southern District California
Case No. 02-CV-1123 L (JAH)
Nature of Case: TILA Violations

Plaintiff's Counsel: Blumenthal and Nordrehaug &
Robert C. Fellmeth, Esq.

Kennedy v. Natural Balance - On Appeal
U.S. District Court, Southern District California
Nature of Case: Deceptive Advertising
Plaintiff's Counsel: Blumenthal & Nordrehaug

Keshishzadeh v. Arthur J. Gallagher Service Co. - In Litigation
U.S. District Court, Southern District California, Case No. 09-cv-0168
Nature of Case: Overtime and Labor Code Violations on behalf of Claims Representatives
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

King v. Nordstrom - Settled
San Diego Superior Court
Nature of Case: Unfair Business Practices-Failure to Pay for Vacation Time
Plaintiff's Counsel: Blumenthal & Nordrehaug

Kove v. North American Title Company - In Litigation
Los Angeles County Superior Court, Case No. BC426111
Nature of Case: Unpaid Commissions
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Kove v. Old Republic Title Company - In Litigation
Alameda County Superior Court, Case No. RG09477437
Nature of Case: Unpaid Commissions
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Levine v. Groeniger - In Litigation
Alameda County Superior Court, Case No. RG09476193
Nature of Case: Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Linder v. OCWEN - In Litigation
U.S. District Court, Central District California
Case No. 07cv501
Nature of Case: Lender Placed Insurance Overcharges
Plaintiff's Counsel: Blumenthal & Nordrehaug, Nicholas & Butler

Lopez v. K-Mart - "In Litigation"
Ventura County Superior Court, Case No. BC 351983
Nature of Case: Overtime - Unfair Business Practice
Plaintiff's Counsel: Blumenthal and Nordrehaug & Arias, Ozzello, & Gignac, LLP & United
Employees Law Group

Louie / Stringer v. Kaiser - Settled
U.S. District Court, Southern District California, Case No. 08 cv 0795
Nature of Case: Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group

Mann v. NEC - Settled

Santa Clara Superior Court, Case No. 109cv132089

Nature of Case: Missed Meal and Rest Periods

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik, Qualls & Workman, United Employees Law Group

Mann v. Vital Pharmaceuticals - "In Litigation"

Los Angeles Superior Court

Case No. L.A.S.C. Case No. : BC 310790

Nature of Case: Unfair Competition - Illegal Product Sales

Plaintiff's Counsel: Blumenthal and Nordrehaug & Trenam, Kemker, Scharf, Barkin, Frye, O'Neill & Mullis, P.A.

Mandell v. Republic Bank - Settled

Los Angeles County Superior Court

Nature of Case: Breach of Fiduciary Duties to IRA Account Holders

Plaintiff's Counsel: Blumenthal & Nordrehaug

Manzanarez v. Home Savings of America - Settled

San Francisco Superior Court

Nature of Case: Unfair Business Practices-Overcharge for Inspection Fees

Plaintiff's Counsel: Blumenthal & Nordrehaug

Marchese v. Ty, Inc. - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Deceptive Advertising

Plaintiff's Counsel: Blumenthal & Nordrehaug

Martinez v. Yahoo, Inc. - Settled

Nature of Case: Deceptive Advertising

Plaintiff's Counsel: Blumenthal & Nordrehaug

Matloubian v. Home Savings of America - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug; Chavez & Gertler

McMeans v. ScrippsHealth, - Settled

San Diego Superior Court

Nature of Case: Unfair Competition, Lien Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

McPhail v. First Command - Settled

United States District Court for the Southern District of California

Case No.05CV0179 IEG (JMA)

Nature of Case: Securities Fraud, 10(b)(5) violations

Plaintiff's Counsel: Blumenthal & Nordrehaug appointed Lead Counsel, Greco & Traficante & Whatley Drake LLC & Gray & White, & Brewer & Carlson, LLP & Franklin & Hance, PSC

Meco v. International Medical Research (and related cases) - Judgment for Class After Trial

Los Angeles Superior Court

Nature of Case: Unfair Competition, Product Adulteration, Illegal Sale of Drugs

Plaintiff's Counsel: Blumenthal & Nordrehaug

Nakagawa v. LPJ Pharmaceuticals - "In Litigation"

Los Angeles Superior Court

Case No. FRESNO S.C. Case No. : 04CECG 00453

Nature of Case: Unfair Competition - Illegal Product Sales

Plaintiff's Counsel: Blumenthal and Nordrehaug &

Trenam, Kemker, Scharf, Barkin, Frye, O'Neill & Mullis, P.A.

Navarette v. Edwards Theaters/Century - "In Litigation"

Orange County Superior Court, Case No. 05CC00211

Nature of Case: Overtime

Plaintiff's Counsel: Blumenthal and Nordrehaug

Nelson v. St. Paul Fire & Marine Insurance - Settled

Brazoria County District Court, Texas

Nature of Case: Deceptive Business Practices in sale of oil & gas reserve insurance

Plaintiff's Counsel: Blumenthal & Nordrehaug

Nguyen v. Wells Fargo Home Mortgage - "In Litigation"

Orange County Superior Court, Case No. 05 CC 00116

Nature of Case: Unfair Business Practices - Force Ordered Insurance Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Olszewski v. ScrippsHealth - Judgment for Plaintiff

California Supreme Court Decision in Favor of Plaintiff

San Diego Superior Court

Nature of Case: Unfair Competition, Lien Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Pacheco v. Lexicon Marketing - "In Litigation"

Los Angeles Superior Court, Case No. BC 342265

Nature of Case: Overtime

Plaintiff's Counsel: Blumenthal and Nordrehaug

Patelski v. The Boeing Company – Settled

United States District Court, Southern District of New York;

transferred to United States District Court, Eastern District of Missouri

Nature of Case: Refund Action

Plaintiffs' Counsel: Blumenthal & Nordrehaug, Sigman, Lewis & Feinberg, P.C.

Pearlman v. Bank of America - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug; Chavez & Gertler

Picus v. Wal-Mart Stores - In Litigation

U.S. District Court, District of Nevada

Case No. 2:07-CV-00682

Nature of Case: Deceptive Advertising

Plaintiff's Counsel: Blumenthal & Nordrehaug, Gerard & Associates

Pittard v. Salus Homecare - Settled

U.S. District Court, Southern District California, Case No. 08 cv 1398

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group

Prince v. ClientLogic - In Litigation

Eighth Judicial District Court, Clark County, Nevada

No Case No. A517624

Nature of Case: Overtime

Plaintiff's Counsel: Blumenthal and Nordrehaug & Gerard & Osuch, LLP

Puentes v. Wells Fargo Home Mortgage - Decision on Appeal

San Diego Superior Court

Nature of Case: Unfair Business Practices - Bank Interest Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Ralphs v. Blockbuster, Inc. – Settled

San Diego Superior Court

Nature of Case: Unlawful Late Fees

Plaintiff's Counsel: Blumenthal & Nordrehaug, Morris and Associates, Pettersen and Bark

Ramos v. Countrywide - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Sullivan Hill; Chavez & Gertler

Rangel v. Balboa Ambulance - In Litigation

San Diego Superior Court, Case No. 37-2008-00095700

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Petersen & Bark

Redin v. Sterling Trust - Settled

Los Angeles Superior Court

Nature of Case: Breach of Fiduciary Duties of IRA Administrator

Plaintiff's Counsel: Blumenthal & Nordrehaug

Reynolds v. Marlboro/Philip Morris U.S.A.

United States Court of Appeals for the Ninth Circuit

U.S. District Court, Southern District of California

Civil Action No. 05 CV 1876 JAH

Nature of Case: Unfair Competition

Plaintiff's Counsel: Blumenthal and Nordrehaug

Rezec v. Sony – Settled

San Diego Superior Court

Nature of Case: Fraudulent Advertising

Plaintiffs' Counsel: Blumenthal & Nordrehaug, Prongay & Borderud; The Cifarelli Law Firm

Rix v. Lockheed - In Litigation

United States District Court, Southern District of California, Case No. 3:09-cv-02063

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

RocheFord v. SC&E Administrative Service - Settled

Orange County Superior Court

Nature of Case: Auto Warranty Fraud

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Greco, Traficante & Edwards;

Gerard, Osuch & Cisneros, LLP

Santone v. AT&T – Settled

United States District Court, Southern District of Alabama

Nature of Case: Unconscionable Business Practices

Plaintiff's Counsel: Blumenthal & Nordrehaug, Morris & Associates

Santos v. Sleep Train - In Litigation

Orange County Superior Court, Case No. 30-2008-00214586

San Francisco Superior Court, JCCP-4553

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group

Scott v. Blockbuster, Inc. – Settled

Count of Appeals, Ninth District of Texas, Beaumont, Texas

Nature of Case: Unlawful Late Fees

Plaintiff's Counsel: Blumenthal & Nordrehaug, Brothers & Thomas, LLP, Vaughan O. Stewart

Schulz v. Qualxserv - In Litigation

U.S. District Court, Southern District California, Case No. 09-cv-0017

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Shiell v. County of Los Angeles - On Appeal

Los Angeles Superior Court

Case Number BC208583; [Related to]: BC208582

Nature of Case: Claim for Common Law Employment

Plaintiff's Counsel: Blumenthal and Nordrehaug &

The Lewis Law Firm

Silvas v. E*Trade - Dismissal Affirmed on Appeal

U.S. District Court, Southern District

CASE NO. 05cv02348 - W (NLS)

Nature of Case: TILA Violations

Plaintiff's Counsel: Blumenthal and Nordrehaug & Robert Fellmeth & The Law Offices of Daniel

Harris & The Nygaard Law Firm

Sims v. Philip Morris, Inc. –

United States District Court, For the District of Columbia

Nature of Case: Unlawful Marketing of Cigarettes to Children

Plaintiffs' Counsel: Blumenthal & Nordrehaug, Thorsnes, Bartolotta & McGuire;

Chavez & Gertler, Thomas E. Sharkey and Fleishman & Fisher

Sirota v. Swing-N-Slide - Settled

Wisconsin District Court, County of Rock Wisconsin

Case No. 95CV726J

Nature of Case: Fraudulent Stock Buy Back-Derivative Claim

Plaintiff's Counsel: Blumenthal & Nordrehaug; Sullivan Hill; Milberg, Weiss, Bershad, Hynes & Lerach; Nowlan & Mouat

Smith v. Kaiser - Settled

U.S. District Court, Southern District California, Case No. 08-cv-02353

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Sorensen v. Binions, - "In Litigation"

Nature of Case: ERISA violation

Plaintiff's Counsel: Blumenthal & Nordrehaug; Gerard & Osuch

Steroid Hormone Product Cases - On Appeal

Los Angeles Superior Court, JCCP4363

Nature of Case: Unfair Competition - Sale of Illegal Products

Plaintiff's Counsel: Blumenthal and Nordrehaug &

Trenam, Kemker, Scharf, Barkin, Frye,

O'Neill & Mullis, P.A.

Stevens v. Robinsons-May - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Failure to Pay for Vacation Time

Plaintiff's Counsel: Blumenthal & Nordrehaug

Strauss v. Bayer Corporation – Settled

United States District Court, District of Minnesota

Nature of Case: Baycol Products Liability Litigation

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Fleishman & Fisher

Sussex v. Turnberry/MGM Grand Towers - In Litigation

U.S. District Court, District of Nevada

Case No. 08-cv-00773

Nature of Case: Securities Violations, Fraud

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Gerard & Associates

Sustersic v. International Paper - In Litigation

Orange County Superior Court, Case No. 30-2009-00331538

Nature of Case: Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Tan v. CSAA - Settled

U.S. District Court, Central District California, Case No. 07cv1011

Orange County Superior Court, Case No. 30-2008-00231219

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group

Tauber v. Alaska Airlines, et al. - Settled

Los Angeles Superior Court

Nature of Case: Unfair Business Practice - Employment Practices

Plaintiff's Counsel: Blumenthal & Nordrehaug

Trujillo v. LivHome - In Litigation

Orange County Superior Court

Case No. 30-2008-00100372

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group

Tull v. Stewart Title - In Litigation

U.S. District Court, Southern District California,

Case No. 08-CV-1095

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug

Van Gorp v. Ameriquest Mortgage/Deutsche Bank - "In Litigation"

U.S. District Court, Central District of California

Case No. SACV05-907 CJC (ANx)

Nature of Case: Overtime

Plaintiff's Counsel: Blumenthal and Nordrehaug

Wadhwa v. Escrow Plus - Settled

Los Angeles Superior Court

Nature of Case: Investment Fraud

Plaintiff's Counsel: Blumenthal & Nordrehaug

Walsh v. Apple, Inc. - Settled

U.S. District Court, Northern District California, Case No. 08-cv-04918

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group

Weltman v. Ortho Mattress - In Litigation

U.S. District Court, Southern District California, Case No. 08 cv 0840

Orange County Superior Court, Case No. 30-2009-00327802

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik, United Employees Law Group

Wietzke v. Costar Realty - In Litigation

U.S. District Court for the Southern District of California, Case No. 09-cv-2743

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Williams v. Lockheed - In Litigation

U.S. District Court, Southern District California, Case No. 3:09-cv-01669

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik, United Employees Law Group

Wilson v. D.R. Horton, - In Litigation

U.S. District Court, Southern District California, Case No. 08-0592

Nature of Case: Antitrust

Plaintiff's Counsel: Blumenthal & Nordrehaug, Gerard & Associates

Wise v. Cubic - Settled

U.S. District Court, Southern District California, Case No. 08-cv-2315

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik, United Employees Law Group

Yam v. Kaiser Foundation Hospitals - In Litigation

U.S. District Court, Southern District California, Case No. 10-cv-134

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik, United Employees Law Group

Yao v. Bodyonics, Ltd. - "In Litigation"

Los Angeles Superior Court, JCCP No. 4363

Nature of Case: Unfair Competition - Illegal Product Sales

Plaintiff's Counsel: Blumenthal and Nordrehaug

Zugich v. Wells Fargo Bank - Settled

San Francisco Superior Court

Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Zurlo v. Mission Linen - Settled

U.S. District Court, Central District, Case No. 08cv1326

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug

CO-COUNSEL - Class Actions

Baxt v. Scor U.S. - Settled

Delaware Court of Chancery

Nature of Case: Takeover

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Sullivan Hill; Rosenthal, Monhait, Gross & Goddess, P.A.

Bronson v. Blech Securities - Settled

U.S. District Court, Southern District of New York

Nature of Case: Securities Fraud

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg; Weiss, Bershad, Hynes & Lerach; Kaplan, Kilsheimer & Fox; Berstein, Liebhard & Lifshitz; Berstein & Ostraff; Law Office of Dennis J. Johnson; John T. Maher; Sullivan Hill; Weil, Gotshal & Manges; Paul, Hastings, Janofsky & Walker; Andrews & Kurth; Paul, Weiss, Rifkind, Wharton & Garrison; Wolff & Samson; Heller, Horowitz & Feit, P.C.; Shereff, Friedman, Hoffman & Goodman, LLP; Debevoise & Plimpton; Smith, Campbell, Paduano; Thelen, Marrin, Johnson & Bridges; The Offices of Robert Swetnick; Crummy Del Deo; Robinson, Silverman, Pearce, Aronsohn & Berman; Buchanan Ingersoll, P.C.; Morgan, Lewis & Bockius, Schwartz, Kelm, Warren & Ramirez; Porter & Hedges, L.L.P.; MicroProbe Corp.; NeoRX Corp.; Solomon, Zauderer, Ellenhorn, Frischer & Sharp;

Caushon v. General Motors Corp. - "In Coordinated Litigation"

In re Automobile Antitrust Cases

San Diego Superior Court, coordinated in San Francisco

Nature of Case: Unfair Competition; Antitrust
Plaintiff's Co-Counsel: Blumenthal & Nordrehaug

Dibella v. Olympic Financial - Settled
U.S. District Court, District of Minnesota
Nature of Case: Securities Fraud
Plaintiff's Counsel: Blumenthal & Nordrehaug

Ferrari v. Read-Rite - Settled
U. S. District Court, Northern District of California
Nature of Case: Securities Fraud
Plaintiff's Counsel: Blumenthal & Nordrehaug; Milberg, Weiss, Bershad, Hynes & Lerach

Hart v. United States Tobacco Co. - Settled
Los Angeles Superior Court
Coordinated in Smokeless Tobacco Litigation
Nature of Case: Unfair Competition; Antitrust
Plaintiff's Co-Counsel: Blumenthal & Nordrehaug; the Cuneo Law Group P.C.; Gordon Ball

Kensington Capital v. Oakley - Settled
U. S. District Court, Southern District of California
Nature of Case: Securities Fraud
Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg, Weiss, Bershad, Hynes & Lerach

Kensington Capital v. Vesta - Settled
U. S. District Court, Northern District of Alabama
Nature of Case: Securities Fraud
Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg, Weiss, Bershad, Hynes & Lerach

Manaster v. SureBeam - Settled
United States District Court
Nature of Case: Violation of Securities Act
Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg Weiss Bershad Hynes & Lerach

Jordan/Ramos v. DMV - Judgment for Plaintiff
Superior Court, Sacramento
Nature of Case: Commerce Clause Violation - Tax declared unconstitutional -
Affirmed on appeal
Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg, Weiss, Bershad, Hynes & Lerach;
Weiss & Yourman; Sullivan Hill.

Ridgewood Capital Management v. Gensia - Settled
U.S. District Court, Southern District of California, #CV-92-1500H
Plaintiffs' Counsel: Barrack, Rodos & Bacine; Kaplan, Kilsheimer & Fox; Wolf, Popper, Ross, Wolf
& Jones; Law Offices of Joseph H. Weiss; Kaufman, Malchman, Kaufman & Kirby; Sullivan Hill;
Blumenthal & Nordrehaug

Shurman v. Scimed - Settled
State of Minnesota District Court, Fourth District, #94-17640
Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg, Weiss, Bershad, Hynes & Lerach; Kaplan,
Kilsheimer & Fox; Sullivan Hill; Law Offices of Lawrence G. Soicher.

Sirota v. Swing-N-Slide - Settled

Wisconsin District Court, County of Rock Wisconsin

Nature of Case: Fraudulent Stock Buy-Back-Derivative Claim

Plaintiff's Counsel: Blumenthal & Nordrehaug; Sullivan Hill;

Milberg, Weiss, Bershad, Hynes & Lerach; Nowlan & Mouat

Slatton v. G.E. Capital Mortgage Services - Settled

Camden County Superior Court, New Jersey, #CAML0256198

Nature of Case: Forced order insurance

Plaintiff's Counsel: Blumenthal & Nordrehaug

Somkin v. Molten Metal - Settled

U.S. District Court, District of Massachusetts, #9710325PBS

Nature of Case: Securities Fraud

Plaintiff's Counsel: Blumenthal & Nordrehaug

Sparks v AT&T - Settled

Illinois District Court - Madison County

Deceptive Practice claim - Leased consumer telephone equipment

Plaintiff's counsel - Carr Korein Tillery; Blumenthal & Nordrehaug; Whatley Drake