

## NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT

To all individuals identified by Apple Inc. (“**Apple**”) who began working as a non-exempt employee at an Apple retail store in California between August 3, 2015 and December 26, 2015 and to whom a notice of settlement was not mailed in 2021 in connection with the November 2021 Settlement Agreement:

### **PLEASE READ THIS NOTICE CAREFULLY**

IT MAY AFFECT YOUR LEGAL RIGHT TO MONEY IN CONNECTION WITH THE SETTLEMENT OF A CLASS ACTION LAWSUIT.

#### **A. WHAT IS THIS NOTICE ABOUT?**

A settlement agreement (the **November 2021 Settlement Agreement**) has been reached between Apple and Plaintiffs Amanda Frlekin, Aaron Gregoroff, Seth Dowling, Debra Speicher, and Taylor Kalin (“**Plaintiffs**”) in a class action pending in the United States District Court for the Northern District of California (the “**Court**”). Plaintiffs Aaron Gregoroff, Seth Dowling, Debra Speicher, and Taylor Kalin (“**Class Representatives**”) have pursued the Action on behalf of themselves and individuals who worked as a non-exempt employee at an Apple retail store in California at any time during the Class Period. The “**Class Period**” is July 25, 2009 to December 31, 2015. Plaintiffs Amanda Frlekin and Taylor Kalin are also pursuing the Action on behalf of themselves, the State of California, and all individuals who worked as a non-exempt employee at an Apple retail store in California at any time from July 25, 2012 to December 31, 2015 seeking civil penalties pursuant to the Private Attorneys’ General Act of 2004, California Labor Code section 2698 *et seq.* (“**PAGA**”).

The Court preliminarily approved the November 2021 Settlement Agreement on December 28, 2021. The Court appointed McLaughlin & Stern LLP and Kralowec Law P.C. to serve as **Class Counsel** for the Settlement Class Members, and Lee Shalov of McLaughlin & Stern LLP to serve as **Lead Counsel** for the Settlement Class Members. In making this appointment and preliminarily approving that Settlement, the Court gave the Class Counsel firms the authority to represent and bind the Plaintiffs and Settlement Class Members regarding the November 2021 Settlement Agreement, subject to the Court’s final approval of the November 2021 Settlement Agreement.

After the Court preliminarily approved the November 2021 Settlement Agreement, notice of that Settlement was mailed and emailed to 14,683 Settlement Class Members. **No Settlement Class Members objected to the November 2021 Settlement Agreement.**

You have received this notice because, after dissemination of the Notice in January 2022, Apple identified you in a group of 105 non-exempt employees who worked at an Apple retail store in California between August 3, 2015 and December 26, 2015, but who, due to an error in the generation of Apple’s Employee List, were not sent a notice of the November 2021 Settlement Agreement (this group is hereafter referred to as the “105 Additional Employees” or “Class of 105 Additional Employees”).

Apple’s explanation for failure to identify the 105 Additional Employees, including you, prior to notice of the November 2021 Settlement Agreement, is that employees who transferred into a non-exempt position in a California Retail store between August 3, 2015 and December 26, 2015 were inadvertently not identified in the Employee List used for notice of the November 2021 Settlement.

To resolve this Action for the 105 Additional Employees, the parties, prior to the Final Approval Hearing on the November 2021 Settlement, as discussed below, entered into a separate settlement for the Class of 105 Additional Employees (the “Separate Settlement Agreement” or the “Separate Settlement”), to provide you and all members of this separate class with compensation on the same terms and in the same net *pro rata* amounts as the November 2021 Settlement Agreement Class Members. This notice is designed to provide you with a brief description of the Action, inform you of the terms of the proposed Separate Settlement Agreement, and discuss your rights in connection with this Separate Settlement, including how you may object to the Separate Settlement Agreement or opt out of the class action aspects of the Separate Settlement Agreement. Unless you submit a timely and valid Request for Exclusion, the Separate Settlement Agreement will be binding upon you if and when it is finally approved by the Court.

## **B. WHAT IS THIS LAWSUIT ABOUT?**

The Action involves the two consolidated class and PAGA lawsuits entitled *Amanda Frlekin, et al. v. Apple Inc.*, Case No. 13-cv-03451-WHA, and *Taylor Kalin v. Apple Inc.*, Case No. 13-cv-04727-WHA (the “Action”), pending before the Court.

Plaintiffs brought the Action seeking compensation on behalf of hourly-paid, non-exempt Apple employees for time spent waiting for and participating in bag checks and checks of their personally-owned Apple technology at one or more of Apple’s retail stores in the State of California. Based on these allegations, Class Representatives assert claims for: (a) failure to pay minimum and overtime wages in violation of California Labor Code sections 204, 226.7, 510, 1194, 1194.2, and 1198 and the applicable Industrial Welfare Commission Wage Order; (b) unfair competition in violation of California Business & Professions Code sections 17200, *et seq.*; (c) failure to provide accurate wage statements in violation of California Labor Code section 226; (d) failure to pay all wages due on termination in violation of California Labor Code sections 201, 202, 203, and 204; and (e) attorneys’ fees and costs incurred in pursuing the Action.

Separately, Plaintiffs Amanda Frlekin and Taylor Kalin allege a claim for civil penalties under PAGA based on the allegation that Apple did not compensate hourly-paid, non-exempt employees for time spent waiting for and participating in bag checks and checks of their personally-owned Apple technology.

The Action was commenced in 2013 and has been heavily litigated. In February 2020, the California Supreme Court held that Apple “must compensate those employees to whom the [bag and technology search] policy applies for the time spent waiting for and undergoing [bag and technology] searches.” *Frlekin v. Apple Inc.*, 8 Cal.5th 1038, 1057 (2020). In April 2021, the district court held that “[a]t all material times Apple was liable to compensate the class members for time spent standing in line and waiting to have their bags checked.” Dkt. 407. However, the district court further ordered that “[t]here will be a damages claims process on an individual-by-individual basis, after notice to potential class members,” and “a trial schedule for all or groups of claimants will be set along with evidentiary disclosure and expert deadlines for each trial.” *Id.*

Plaintiffs contend that the Class of 105 Additional Employees and the Class of 105 Additional PAGA employees (as well as the November 2021 Settlement Agreement Class) are entitled to compensation for the conduct alleged in the Action.

Apple denies that the Class of 105 Additional Employees and 105 Additional PAGA Employees are entitled to compensation for the conduct alleged in the Action.

After lengthy settlement negotiations with the assistance of multiple independent mediators, Plaintiffs and Apple agreed to settle the Action pursuant to the terms of the November 2021 Settlement Agreement. The Parties and their counsel have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation.

The November 2021 Settlement Agreement and the Separate Settlement Agreement represent compromises of disputed claims. Nothing in either settlement is intended to be or will be construed as an admission by Apple that Plaintiffs' claims in the Action have merit or that Apple owes compensation to Plaintiffs, the Class of 105 Additional Employees, or the Class of 105 Additional PAGA Employees for the conduct alleged in the Action. On the contrary, Apple denies any and all such liability.

### C. SUMMARY OF THE SETTLEMENT PAYMENTS

1. **November 2021 Total Settlement Amount:** The November 2021 Settlement Agreement which the Court has preliminarily approved provides that Apple will pay \$30,478,508.99 as the Total Settlement Amount, along with the employer's share of payroll taxes on the wage component of the Individual Class Payments, which Apple shall pay in addition to the Total Settlement Amount. The Total Settlement Amount will include all amounts paid for the Class Representative Payments to Class Representatives; the Service Payment to Plaintiff Amanda Frlekin; the Attorneys' Fees; the Litigation Costs; the Settlement Administration Costs; the PAGA Settlement Amount to resolve the claim for civil penalties; and the Individual Class Payments to Participating Settlement Class Members in the November 2021 Settlement.
2. **The Per-Shift Value Of The November 2021 Settlement Agreement:** The net value of each shift covered by the November 2021 Settlement Agreement is approximately \$2.95.
3. **Total Settlement Amount for the Class of 105 Additional Employees:** Because you did not receive notice of the November 2021 Settlement Agreement, the parties have entered into a Separate Settlement Agreement for the Class of 105 Additional Employees, of which you are a member. Pursuant to this Separate Settlement, Apple will pay \$33,895.06 as the Total Settlement Amount. This amount represents: (1) \$31,803.95 in compensation for the 10,781 shifts worked by the 105 additional employees (i.e., 10,781 shifts multiplied by \$2.95 = \$31,803.95), (b) \$477.06 in compensation for the PAGA Claims (\$31,803.95 x 1.5%) and (c) \$1,614.05 in interest for the delay in the payment of your share of the settlement. In addition, Apple will separately pay the employer's share of payroll taxes on the wage component of the 105 Individual Class Member Payments, and Apple will pay separately to the Settlement Administrator all separate costs of notice and administration of the Settlement for the Class of 105 Additional Employees. **If finally approved by the Court, these sums ensure that you and all members of the Class of 105 Additional Employees will receive payment from this Action equivalent (on a *pro rata* basis according to the number of shifts you worked for Apple during the Class Period) to the net payments to be paid to the members of the November 2021 Settlement Class, plus interest to account for the delay in not receiving timely notice of the November 2021 Settlement Agreement.**
4. **Net Settlement Amount from Settlement with Class of 105 Additional Employees:** The Net Settlement Amount in the Separate Settlement Agreement is **not** net of any payments of attorneys' fees, litigation costs or service awards. The Net Settlement Amount is the Total Settlement Amount of \$33,895.06, less the PAGA Settlement of \$477.06, or \$33,418. This means that the net value of each

shift covered by this Separate Settlement Agreement is \$2.95, plus interest at 10% per annum for six months.

5. **Individual Class Payments Under The November 2021 Settlement:** Apple will pay the Net Settlement Amount from the November 2021 Settlement to **Participating Settlement Class Members**. Each Participating Settlement Class Member's share of the Net Settlement Amount (the "**Individual Class Payment**") will be based on the number of individual shifts each worked for Apple at an Apple retail store in California during the Class Period. Each Individual Class Payment shall be calculated by dividing a Participating Settlement Class Member's individual shifts worked for Apple at an Apple retail store in California during the Class Period by the total of all shifts worked by Participating Settlement Class Members for Apple at an Apple retail store in California during the Class Period, and multiplying this result by the Net Settlement Amount. The Individual Class Payments will be allocated 20% as wages, 20% as interest, and 60% as penalties. The wage component of the Individual Class Payments shall be subject to W-2 reporting and shall be subject to deductions for employee-side employment and payroll taxes. The interest and penalty components of the Individual Class Payments will be subject to IRS Form 1099 reporting, if required by law, and will not be subject to deductions for employment and payroll taxes.
6. **Individual Class Payments Under the Separate Settlement for The Class of 105 Additional Employees:** Apple will pay the Net Settlement Amount for the Class of 105 Additional Employees Class to all Participating Members of that Class (those who cash their settlement checks). The payments will be calculated and paid on the same basis as in the November 2021 Settlement, and the Participating Members will receive payments equivalent, on a *pro rata* basis, to the payments made to the November 2021 Settlement Class Members (along with a payment of calculated interest to compensate for the delay and lack of notification of the November 2021 Settlement Agreement). Accordingly, the share of each Participating Member of the 105 Additional Employees Class (the "**Separate Individual Class Payment**") will be based on the number of individual shifts each worked for Apple at an Apple retail store in California during the Class Period. Each Separate Individual Class Payment shall be calculated by dividing a Participating Member's individual shifts worked for Apple at an Apple retail store in California during the Class Period by the total of all shifts worked by Participating Members during the Class Period, and multiplying this result by the Net Settlement Amount. The Individual Class Payments under the Separate Settlement will be allocated 20% as wages, 20% as interest, and 60% as penalties. The wage component of the Separate Individual Class Payments shall be subject to W-2 reporting and shall be subject to deductions for employee-side employment and payroll taxes. The interest and penalty components of the Individual Class Payments will be subject to IRS Form 1099 reporting, if required by law, and will not be subject to deductions for employment and payroll taxes.
7. The Participating Members of the Class of 105 Additional Employees will be paid after the Court enters a Supplemental Final Approval Order and a Supplemental Judgment with regard to the Settlement Agreement for the Class of 105 Additional Employees, after the time for the Class of 105 Additional Employees to appeal or challenge such Supplemental Final Approval Order and Supplemental Judgment has lapsed and the Supplemental Final Approval Order and Supplemental Judgment remain enforceable (i.e., the "**Effective Date**").
8. Any unclaimed funds resulting from failure of the 105 Additional Employees to cash their Individual Class Payment checks by the Void Date shall be transmitted by the Settlement Administrator to the California Alliance of Boys & Girls Clubs, Inc. ("**Boys & Girls Clubs**"), with the funds designated to be used in California for the Boys & Girls Clubs' Workforce Readiness program/job training. Any refunded employee-side payroll taxes corresponding to the wage component of any uncashed Individual Class Payment checks shall also be transmitted by the Settlement Administrator to the Boys & Girls

Clubs, with the funds designated to be used in California for the Boys & Girls Clubs' Workforce Readiness program/job training. Any refunded employer-side payroll taxes corresponding to the wage component of any uncashed Individual Class Payment checks shall be returned to Apple.

9. If the Court does not grant final approval of the Separate Settlement Agreement, or if the Supplemental Judgment does not become final and binding as to this Class of 105 Additional Employees for any reason, then the Separate Settlement Agreement will become null and void; if that occurs, neither Plaintiffs nor Apple will have further obligations under the Separate Settlement Agreement, including any obligation by Apple to pay the Total Settlement Amount or any amounts that otherwise would have been owed under the Separate Settlement to the Class of 105 Additional Employees.

#### **D. HOW MUCH WILL I RECEIVE IF I PARTICIPATE IN THE CLASS SETTLEMENT?**

Apple's records indicate that during the Class Period (*i.e.*, between July 25, 2009 and December 31, 2015), you worked a total of [REDACTED] shifts in a non-exempt position at an Apple retail store in California. Based on this information, it is estimated that your Individual Class Payment will be approximately \$ [REDACTED] plus interest, assuming the Net Settlement Amount is \$33,418. Assuming the Court approves the Separate Settlement Agreement and you do not exclude yourself from this Separate Settlement, you do not need to do anything to receive a payment.

Apple's records also indicate that you are a PAGA Settlement Class Member because you worked as a non-exempt employee at an Apple retail store in California during some period between July 25, 2012 to December 31, 2015 (the "**PAGA Period**"), and that during that time, you worked a total of [REDACTED] pay periods. Based on this information, it is estimated that you will receive an additional \$ [REDACTED] as your *pro rata* share of the PAGA Settlement Amount. Assuming the Court approves the Separate Settlement Agreement you do not need to do anything to receive a payment.

#### **E. WHAT CLAIMS ARE RELEASED?**

If you do not request to be excluded from the class action aspects of the Separate Settlement, you will be a Participating Member of the Class of 105 Additional Employees and be unable to sue, continue to sue, or be a part of any other lawsuit against the Released Parties regarding the "Released Class Claims" in this Separate Settlement Agreement. "**Released Parties**" means Apple and its subsidiaries, affiliates, and/or parent companies; the employee benefit plans sponsored or maintained by any of the foregoing; the respective successors and predecessors in interest of the foregoing; the officers, directors, employees, administrators, fiduciaries, trustees, beneficiaries, attorneys, and agents of the foregoing; and each of their past, present, and future officers, directors, shareholders, employees, agents, principals, representatives, accountants, auditors, consultants, insurers, and reinsurers.

**Released Class Claims:** Upon your Effective Date, you will fully and irrevocably release the Released Parties from the **Class Claims** in exchange for the consideration provided by this Settlement.

"**Class Claims**" means any and all claims, rights, demands, liabilities, and causes of action of every nature and description, whether known or unknown, for wages, benefits, and related penalties actually asserted or that could have been asserted in the Action by the Plaintiffs on behalf of themselves and/or the Class of 105 Additional Employees based on the facts alleged in Plaintiff Amanda Frlekin's November 12, 2013 notice

letter to the Labor and Workforce Development Agency (“LWDA”), Plaintiff Taylor Kalin’s October 1, 2013 notice letter to the LWDA, and/or the original, amended, and/or Consolidated Complaint in the *Frlekin* Action, and/or the complaint in the *Kalin* Action (all of which are posted on the settlement website at [www.applebagcheckseparatesettlement.com](http://www.applebagcheckseparatesettlement.com)), including claims for: (i) failure to pay overtime and minimum wages pursuant to Labor Code §§ 204, 226.7, 510, 1194, 1194.2 and 1198 and the applicable Wage Order of the Industrial Welfare Commission; (ii) violation of California’s Unfair Competition Law, California Business & Professions Code § 17200 et seq.; (iii) failure to provide and maintain accurate wage statements pursuant to Labor Code § 226 and the applicable Wage Order of the Industrial Welfare Commission; and (iv) failure to timely pay wages upon termination of employment pursuant to Labor Code §§ 201-204; and (v) attorneys’ fees and costs incurred to prosecute the Action on behalf of Settlement Class Members. “Class Claims” also includes all claims that Plaintiffs and/or the Class of 105 Additional Employees may have against the Released Parties relating to: (a) the payment, taxation, and allocation of Attorneys’ Fees and Litigation Costs to Class Counsel pursuant to this November 2021 Settlement Agreement; (b) the payment, taxation, and allocation of Class Representatives’ Class Representative Payments and Plaintiff Amanda Frlekin’s Service Payment pursuant to the November 2021 Settlement Agreement; and (c) the payment, taxation, and allocation of payments to Participating Settlement Class Members. Notwithstanding the foregoing, “Class Claims” does not include the claims for failure to reimburse business expenses pursuant to Labor Code § 2802 or the claims for failure to pay for time spent waiting to clock in and time spent checking out company devices asserted in Plaintiff Taylor Kalin’s October 1, 2013 notice letter to the LWDA, which were never pursued in the Consolidated Complaint filed in the Action, or claims for violation of Massachusetts, New York, or Ohio law, or the federal Fair Labor Standards Act, which the Court already dismissed with prejudice as to the individual plaintiffs who brought the non-California claims.

The Released Class Claims include a 1542 Waiver but only as to the specific Class Claims that were asserted in the Action, identified above. “**1542 Waiver**” means an express waiver, to the fullest extent permitted by law, of the provisions, rights, and benefits of California Civil Code section 1542, which states: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

The Class of 105 Additional Employees may discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Released Class Claims but, upon the Effective Date, you shall be deemed to have – and by operation of the Supplemental Final Approval Order and the Supplemental Judgment shall have – fully, finally, and forever settled and released any and all of the Released Class Claims. It is the intent of the Parties that the Supplemental Final Approval Order and the Supplemental Judgment entered by the Court shall have full *res judicata* effect and be final and binding upon Class Representatives and Participating Members under the Separate Settlement Agreement regarding the Released Class Claims. Indeed, the binding nature of the Separate Settlement Agreement and the Released Class Claims shall have the same force and effect as if each Participating Member had executed the Separate Settlement Agreement individually.

**Released PAGA Claims:** Upon the Effective Date, you will fully and irrevocably release the Released Parties from the PAGA Claims in exchange for the consideration provided by this Agreement.

“**PAGA Claims**” means any and all claims, rights, and demands of every nature and description, whether known or unknown, for civil penalties actually asserted or that could have been asserted in the Action by the Plaintiffs Amanda Frlekin and Taylor Kalin on behalf of themselves, the State of California, and/or Class of 105 Additional PAGA Employees based on the facts alleged in Plaintiff Taylor Kalin’s October 1, 2013 notice letter to the LWDA, Plaintiff Amanda Frlekin’s November 12, 2013 notice letter to the LWDA,

and/or the original, amended, and/or Consolidated Complaint in the *Frlekin* Action (ECF Nos. 1, 75, 223 (Ex. A)), and/or the original and/or amended complaint in the *Kalin* Action (ECF Nos. 1 and 13 in the *Kalin* Action), including claims for civil penalties for alleged violations of Labor Code §§ 201-204, 226.7, 510, 512, 1194, 1194.2, and 1198 and the applicable Wage Order of the Industrial Welfare Commission, and for attorneys' fees and costs incurred to prosecute the Action on behalf of the State of California and the Class of 105 Additional PAGA Employees. Notwithstanding the foregoing, "PAGA Claims" does not include the claims for failure to reimburse business expenses pursuant to Labor Code § 2802 or the claims for failure to pay for time spent waiting in line to clock in and time spent checking out company devices asserted in Plaintiff Taylor Kalin's October 1, 2013 notice letter to the LWDA, which were never pursued in the Consolidated Complaint in the Action, or claims for violation of Massachusetts, New York, or Ohio law, or the FLSA, which the Court already dismissed with prejudice.

The Released PAGA Claims include a 1542 Waiver but only as to the specific PAGA Claims that were asserted in the Action, identified above. "**1542 Waiver**" means an express waiver, to the fullest extent permitted by law, of the provisions, rights, and benefits of California Civil Code section 1542, which states: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

The Class of 105 Additional PAGA Employees may discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Released PAGA Claims but, upon the Effective Date, you shall be deemed to have – and by operation of the Supplemental Final Approval Order and the Supplemental Judgment shall have – fully, finally, and forever settled and released any and all of the Released PAGA Claims. It is the intent of the Parties that the Supplemental Final Approval Order and the Supplemental Judgment entered by the Court shall have full *res judicata* effect and be final and binding upon Class Representatives and Class of 105 Additional PAGA Employees regarding the Released PAGA Claims. Indeed, the binding nature of the Separate Settlement Agreement and the Released PAGA Claims shall have the same force and effect as if each member of the Class of 105 Additional PAGA Employees had executed the Separate Settlement Agreement individually.

## **F. WHAT ARE MY RIGHTS AS A SETTLEMENT CLASS MEMBER?**

1. **Participating in the Separate Settlement for the Class of 105 Additional Employees:** You do not need to do anything to participate in this Separate Settlement Agreement and, if Supplemental Final Approval is granted by the Court, you will be entitled to receive a *pro rata* share of the Net Settlement Amount for this Separate Settlement. If you do not submit a valid and timely Request for Exclusion from the class action aspects of the Separate Settlement, you will be bound by the terms of the Separate Settlement Agreement and the Supplemental Judgment entered by the Court, you will be deemed to have released the Released Class Claims against the Released Parties described above, and you will be entitled to receive a *pro rata* share of the Net Settlement Amount.
2. **Objecting to the Settlement with the Class of 105 Additional Employees:** You can ask the Court to deny approval of the Separate Settlement Agreement by filing an objection. You cannot ask the Court to order a different settlement and you cannot object to the November 2021 Settlement Agreement; the Court can only approve or reject the Separate Settlement Agreement. If the Court denies approval, no settlement payments will be sent out to the Class of 105 Additional Employees and the parties will be restored to their respective positions before the Separate Settlement Agreement was reached. If that is what you want to happen, you must object.

Any objection to the proposed Separate Settlement with the 105 Additional Employees Class must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Supplemental Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California, 94102, or by filing them in person at any location of the United States District Court for the Northern District of California. All written objections and supporting papers must: (a) contain your full name, address and last four digits of your social security number; (b) identify the case (by referring to the *Frlekin v. Apple* case, or Case No. 13-cv-03451-WHA, or the Apple Bag Check case, or some other descriptor that identifies the case) and state the basis for the objection; (c) be signed by you; and (d) be filed or postmarked on or before December 12, 2022 (the “**Response Deadline**”).

3. **Excluding Yourself from the Settlement with the Class of 105 Additional Employees:** If you do not wish to participate in the Individual Class Payment portion of the Separate Settlement with the Class of 105 Additional Employees, you must submit a Request for Exclusion by either: (a) completing the enclosed Exclusion (“Opt-Out”) Form and returning it to the Settlement Administrator by mail postmarked by the Separate Response Deadline; or (b) submitting your own Request for Exclusion and returning it to the Settlement Administrator by mail postmarked by the Separate Response Deadline. If you choose to submit your own Request for Exclusion, the request should: (i) contain your full name, address, and last four digits of your social security number; (ii) be signed by you; (iii) state that you wish to exclude yourself from the Settlement of the *Frlekin v. Apple* case, or Case No. 13-cv-03451-WHA, or the Apple Bag Check case, or some other descriptor that identifies the case; and (iv) be returned to the Settlement Administrator by mail postmarked by the Response Deadline.
4. If the Request for Exclusion is not postmarked by the Response Deadline, it will not be deemed a valid Request for Exclusion. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. If you submit a timely and valid Request for Exclusion you will not be entitled to an Individual Class Payment and will not be bound by the release of the Released Class Claims under the Settlement with the 105 Additional Employees. If you submit a timely and valid Request for Exclusion you will not have any right to object to, appeal, or comment on the Settlement with the 105 Additional Employees Class.

If you choose to submit a Request for Exclusion, send your Request for Exclusion to the Settlement Administrator at the following address:

Apple Bag Check Separate Settlement  
Attn: Exclusion Requests  
PO Box 58220  
Philadelphia, PA 19102

If you do not submit a timely and valid Request for Exclusion on or before the Response Deadline you shall be deemed a Participating Class Member and will be bound by all terms of the Separate Settlement with the Class of 105 Additional Employees and the Supplemental Final Approval Order and the Supplemental Judgment entered by the Court. There will be no retaliation or adverse action taken against any member of the Class of 105 Additional Employees who participates in the Separate Settlement Agreement or elects not to participate in the Separate Settlement Agreement.

## **G. HEARING REGARDING FINAL APPROVAL OF THE NOVEMBER 2021 SETTLEMENT AND PRELIMINARY APPROVAL OF THE SEPARATE SETTLEMENT WITH THE CLASS OF 105 ADDITIONAL EMPLOYEES**

The Court held a hearing on July 7, 2022 in Courtroom 12 on the 19th Floor of the United States Courthouse located at 450 Golden Gate Avenue, San Francisco, California 94102, to determine (1) whether the November 2021 Settlement Agreement should be finally approved as fair, reasonable, and adequate as to those November 2021 Settlement Class Members who have received notice and did not request exclusion and whether the Court should approve the requests for the Class Representative Payments, the Service Payments, the Attorneys' Fees, the Litigation Costs, the PAGA Settlement Amount, and the Settlement Administration Costs; and (2) whether the Separate Settlement Agreement should be preliminarily approved as fair, reasonable and adequate as to the 105 Additional Employees and whether this notice should be disseminated.

At that hearing, the Court granted final approval to the November 2021 Settlement Agreement and further ordered that the Separate Settlement with the 105 Additional Employees Class is preliminarily approved as fair, reasonable and adequate, that the Class of 105 Additional Employees is conditionally certified, and that this Notice should be sent to the 105 Additional Employees. A separate Final Approval Hearing will be held on January 26, 2023 at 8:00 a.m. in Courtroom 12 on the 19th Floor of the United States Courthouse located at 450 Golden Gate Avenue, San Francisco, California 94102, to determine whether the Separate Settlement should be finally approved as fair, reasonable, and adequate as related to your claims.

The Supplemental Final Approval Hearing may be postponed without further notice to the 105 Additional Employees. **It is not necessary for you to appear at this hearing.** If you have submitted an objection you may appear at the hearing and be heard. You may check the settlement website at [www.applebagcheckseparatesettlement.com](http://www.applebagcheckseparatesettlement.com) or the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov> to confirm that the separate Final Approval Hearing date has not been changed.

## **H. GETTING MORE INFORMATION**

This notice summarizes the terms of the Separate Settlement with the Class of 105 Additional Employees. For the precise terms and conditions of the Separate Settlement Agreement, or if you have questions about the Separate Settlement, please see the Stipulation Regarding Class and Private Attorneys General Act Settlement and Release for Class of 105 Additional Employees available at [www.applebagcheckseparatesettlement.com](http://www.applebagcheckseparatesettlement.com), contact the Settlement Administrator (see below contact information), contact Class Counsel (see below contact information), or access the Court docket in this case, for a fee, through the Court's PACER system at <https://ecf.cand.uscourts.gov>, or visit the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California, 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

Settlement Administrator:

Apple Bag Check Separate Settlement  
1650 Arch Street, Suite 2201  
Philadelphia, PA 19103  
Email: [info@AppleBagCheckSeparateSettlement.com](mailto:info@AppleBagCheckSeparateSettlement.com)

Toll Free #: (877) 565-6661

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

Dated: August 29, 2022.

By Order of the Court

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

IN RE: AMANDA FRLEKIN ET AL. V. APPLE, INC.  
CASE NO. C 13-cv-03451

Your exclusion  
must be submitted  
or postmarked by:  
December 12, 2022

FRL-EX

**105 Additional Class Member Exclusion (“Opt-Out”)  
Form**

**I. CLASS MEMBER INFORMATION**

Class Member’s First Name

Class Member’s Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Date of Birth

**II. STATEMENT REQUESTING EXCLUSION & SIGNATURE**

I do not wish to participate in the settlement in the *Amanda Frlekin, Aaron Gregoroff, Seth Dowling, Debra Speicher, and Taylor Kalin, et al. v. Apple, Inc.* litigation, Case No. 13-cv-03451 and I request exclusion. I understand that by submitting this form I am giving up my right to file a claim for money in the class action settlement. By signing below, I hereby swear under penalty of perjury that the information provided in this form is true and correct.

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Date: MM DD YYYY

\_\_\_\_\_  
Name of Legal Counsel (if represented)

\_\_\_\_\_  
Authorized Representative’s Name (if applicable)

**Mail your exclusion request to the Settlement Administrator at the address below, postmarked no later than December 12, 2022:**

Apple Bag Check Separate Settlement  
ATTN: Exclusion Request  
PO Box 58220  
Philadelphia, PA 19102