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**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION**

*IN RE GOOGLE RTB CONSUMER  
PRIVACY LITIGATION*

**CASE NO. 4:21-CV-02155-YGR-VKD**

**PLAINTIFFS’ NOTICE OF MOTION  
AND MOTION TO CERTIFY A  
SETTLEMENT CLASS AND GRANT  
FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT**

*This document applies to all actions.*

***REDACTED VERSION***

Judge: Hon. Yvonne Gonzalez Rogers  
Date: TBD [on or after January 13, 2026]  
Time: TBD  
Courtroom: 1, 4th Floor

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1 **NOTICE OF MOTION**

2 Please take notice that, **on a date and at a time to be set by the Court on or after January**  
3 **13, 2026**,<sup>1</sup> the undersigned will appear before the Honorable Yvonne Gonzalez Rogers of the United  
4 States District Court for the Northern District of California to move the Court for an order certifying  
5 a settlement class, appointing plaintiffs as representatives for the settlement class, appointing  
6 plaintiffs’ counsel as settlement class counsel, and granting final approval of the parties’ settlement  
7 set forth in the Settlement Agreement filed as Exhibit 1 to the accompanying Declaration of Elizabeth  
8 C. Pritzker in Support of Plaintiffs’ Motion to Certify a Settlement Class and Grant Final Approval  
9 of Class Action Settlement (“Pritzker Decl.”).<sup>2</sup>

10 The Motion is brought under Rule 23 of the Federal Rules of Civil Procedure (“Rule 23”),  
11 Paragraph 17 of the Court’s Standing Order in Civil Cases, and the Northern District of California’s  
12 Procedural Guidance for Class Action Settlements, and is based on this Notice of Motion, the  
13 accompanying Memorandum of Points and Authorities and Attachment A thereto, the Pritzker  
14 Declaration and accompanying exhibits, the Mediators’ Statement, all matters of which the Court  
15 may take judicial notice, other pleadings and papers on file in this action, and any other written or  
16 oral argument that plaintiffs may present to the Court.

17 A proposed form of order granting the relief requested accompanies this Motion.

18 **ISSUES TO BE DECIDED**

- 19 1. Whether the Court should certify the settlement class;
- 20 2. Whether the Court should appoint each plaintiff as a representative for the settlement
- 21 class;
- 22 3. Whether the Court should appoint plaintiffs’ counsel as settlement class counsel; and
- 23 4. Whether the Court should grant final approval of the parties’ settlement.
- 24
- 25

26 <sup>1</sup> The Class Action Fairness Act (“CAFA”), 29 U.S.C. § 1715(b), requires Google to provide notice  
27 of the settlement to the U.S. Department of Justice and the States Attorneys General within 10 days  
28 of this filing. The 90-day notice period specified in CAFA will have expired by December 12, 2025.  
The settlement provides for an objector deadline of December 12, 2025, as well.

<sup>2</sup> Hereinafter, “SA ¶ \_\_\_” refers to the Settlement Agreement attached as Ex. 1 to the Pritzker Decl.

1 **I. INTRODUCTION**

2 Plaintiffs have achieved a groundbreaking settlement with Google that provides sweeping,  
3 never-before-available relief for the hundreds of millions of active individual U.S. Google account  
4 holders who make up the settlement class. This relief is directly tied to the breach of contract and  
5 privacy claims brought by plaintiffs on behalf of the settlement class arising from Google’s Real-  
6 Time Bidding (“RTB”) advertising auctions, and yields substantial and immediate benefits focused  
7 on choice, transparency, and accountability for every single class member.

8 **Choice:** The cornerstone of this dispute centers on Google’s practice of sharing class  
9 members’ personal information (identifiers that, collectively, can be used to identify, associate with,  
10 or reasonably link that personal information to a particular user or household) with hundreds of  
11 advertisers, independent ad exchanges, social media websites, and other participants in Google’s RTB  
12 auctions. This sharing occurs billions of times each day, is not currently disclosed in Google’s public-  
13 facing account documents and, until this settlement, account holders had no way to limit it.

14 Now, as a result of this settlement, Google will create a new user control (the “RTB Control”)  
15 that empowers class members to limit the information Google shares about them in Google’s RTB  
16 auctions. *See* SA ¶ A.1. Class members will be able to activate the new RTB Control regardless of  
17 whether they are signed in or signed out of their Google account. *Id.* Class members who choose to  
18 limit data sharing by enabling the RTB Control will succeed in removing from Google RTB bid  
19 requests much of the key information that can be linked to them in the RTB auctions.<sup>3</sup> *Id.*; *see also*  
20 Shafiq Decl. ¶¶ 20-22. Even on its own, the RTB Control achieved through this settlement satisfies a  
21 key litigation objective: ***it puts class members in control of their privacy*** by making it very difficult  
22 for Google RTB auction participants to identify and/or track any class member who enables the RTB  
23 Control, and results in those class members no longer being tracked or targeted through RTB for  
24 personalized ads. *See* Shafiq Decl. ¶ 23.

25 **Transparency:** The settlement obtained by plaintiffs also satisfies the key litigation goal of  
26

27 <sup>3</sup> A description of the specific data fields that will be modified or deleted from the RTB bid data as a  
28 result of activating the new RTB control appears in the declaration of plaintiffs’ technical expert, Prof.  
Zubair Shafiq, Ph.D., (“Shafiq Decl.”) at ¶¶ 16-17 (filed herewith as Ex. 2 to the Pritzker. Decl.).

1 transparency. Importantly, ***there will be significant public outreach about the new RTB Control*** and  
2 how to access and use it. Google has agreed as part of the settlement to send an email to all currently  
3 active individual Google U.S. account holders at the email addresses maintained in their Google  
4 accounts advising them of the new RTB Control, of the options available to control the information  
5 provided to third parties through RTB, and of Google’s new dedicated webpage (with a link to said  
6 webpage) describing the RTB Control. *See* SA ¶ A.2.b. A new dedicated webpage maintained by  
7 Google will disclose and describe the new RTB Control, and provide appropriate links to other  
8 relevant Google webpages and to the new RTB Control itself. *Id.* ¶ A.2.a. Google also has agreed to  
9 change its current ads personalization settings webpages to disclose the new RTB Control, and will  
10 link to other relevant Google webpages containing additional information. *Id.* ¶ A.1.

11 ***Accountability:*** The settlement secures a new level of accountability as well. As part of a set  
12 of agreed-upon disclosures, Google will disclose and include, in a new dedicated webpage, the new  
13 RTB Control, with appropriate links to other relevant Google webpages. *See* SA ¶ A.2.a. Thus,  
14 Google U.S. account holders will, for the first time, be able to look to ***Google’s own disclosures*** to  
15 find information about Google’s RTB auction practices, the new RTB Control, and how to limit the  
16 sharing of their data in those auctions with the new RTB Control.

17 ***Valuable settlement relief for the class as a whole:*** Because of the common benefits the  
18 settlement provides to all class members, Google has agreed that the Court may certify the claims in  
19 plaintiffs’ Consolidated Class Action Complaint (ECF 92), for settlement purposes. *See* SA ¶ D.5.  
20 The injunctive relief obtained for the class – defined as “all individual Google account holders subject  
21 to a Google U.S. Terms of Service who have an active Google account” as of the effective date (*id.*,  
22 Definitions, ¶ 17) – is highly valuable. Plaintiffs’ damages expert estimates the minimum value of  
23 the settlement relief to be between \$1.4 and \$2.9 billion for the agreed injunction period. *See*  
24 Declaration of Prof. Robert Zeithammer, Ph.D. (“Zeithammer Decl.”), attached as Ex. 3 to the  
25 Pritzker Declaration, ¶¶ 36, 59. The maximum value of the relief provided by settlement is estimated  
26 to be between \$18.3 and \$21.6 billion. *Id.* ¶¶ 35, 59. This is an excellent result by any measure.

27 ***No release of monetary claims:*** This is an injunctive relief only settlement. It does not release  
28 any class member’s right to monetary damages other than the named plaintiffs. SA, Definitions, ¶ 14.

1           ***Final disposition of the litigation:*** This settlement resolves four years of hard-fought  
2 litigation involving a complex, technical business practice by Google. Plaintiffs engaged in pre- and  
3 post-filing factual investigation, extensive discovery, detailed expert analysis, 37 disputed discovery  
4 motions, a Special Master process, two rounds of class certification briefing, and multiple sessions  
5 with a mediator over many months. *See* Pritzker Decl. ¶¶ 2-29; Statement of Mediator Shirish Gupta  
6 (“Mediator Statement”) ¶¶ 2-10. The resulting, highly-beneficial class-wide settlement warrants  
7 Court approval.

## 8 **II. BACKGROUND**

### 9 **A. Case History**

10           The Court is generally familiar with the background of this dispute, having described it in  
11 both the motion to dismiss order (ECF 233) and prior class certification order (ECF 690). Key aspects  
12 of the litigation are summarized below and discussed in greater detail in the Pritzker Declaration.

13           ***Pre-filing investigation.*** This case did not copy or follow any government proceeding or  
14 investigation. Plaintiffs’ counsel initiated their own, several-months-long, pre-filing investigation to  
15 understand: (i) the unique, complex and cutting-edge technological aspects of Google’s RTB  
16 auctions; (ii) what account holder data is shared by Google with RTB auction participants; (iii) how  
17 and to what extent that data is shared by Google; and (iv) the impacts of Google’s RTB auctions on  
18 account holder privacy. This investigation included consultation with technical and privacy experts  
19 who possess demonstrated expertise in computer science, computer technologies, online auctions,  
20 and data privacy. This extensive, pre-filing work resulted in the *Hewitt v. Google* complaint being  
21 filed in March 2021. Pritzker Decl. ¶¶ 2-3.

22           ***Initial proceedings, case management, and Google’s motion to dismiss.*** *Hewitt* was  
23 originally assigned to then-District Judge Lucy Koh, who determined that it was related to two other  
24 privacy class actions then pending before her, *Brown v. Google*, Case No. 20-cv-05146-YGR (N.D.  
25 Cal.) (“*Brown*”), and *Calhoun v. Google*, Case No. 20-cv-03664-YGR (N.D. Cal.) (“*Calhoun*”). Two  
26 additional RTB-related class actions, *Delahunty v. Google*, Case No. 21-cv-03360-YGR (N.D. Cal.)  
27 and *Toronto v. Google*, Case No. 21-cv-03725-YGR (N.D. Cal.), were filed against Google in May  
28 2021. In June 2021, *Hewitt*, *Delahunty*, and *Toronto* were related and consolidated by Judge Koh and

1 the litigation was renamed *In re Google RTB Consumer Privacy Litigation*. Pritzker Decl. ¶¶ 4-5.

2 In August 2021, Judge Koh appointed Elizabeth C. Pritzker of Pritzker Levine LLP as Interim  
3 Class Counsel, and a Plaintiffs’ Executive Committee (“PEC”) consisting of Ms. Pritzker, Lesley  
4 Weaver of Bleichmar Fonti & Auld LLP, Jay Barnes of Simmons Hanly Conroy LLP, David Straite  
5 of DiCello Levitt LLP, Nanci Nishimura of Cotchett Pitre & McCarthy LLP, and Francis Bottini of  
6 Bottini & Bottini, Inc. Pritzker Decl. ¶ 6.

7 Later that month, plaintiffs filed a comprehensive amended and consolidated class action  
8 complaint (the “Complaint”), asserting the following claims against Google on behalf of a nationwide  
9 class of all Google U.S. account holders from June 29, 2016 to the present: (i) breach of contract; (ii)  
10 breach of confidence; (iii) invasion of privacy; (iv) intrusion upon seclusion; (v) publication of private  
11 facts; (vi) for violations of the California Information Privacy Act (“CIPA”), Cal. Penal Code § 631.2;  
12 (vii) for violations of the California Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code  
13 § 17200, *et seq.*; (viii) breach of the implied covenant of good faith and fair dealing; (ix) for violations  
14 of the Electronic Communications Privacy Act (“ECPA”) – Unauthorized Interceptions, Use and  
15 Disclosure, 18 U.S.C. § 2511, *et seq.*; (x) for violations of the ECP Wiretap Act – Unauthorized  
16 Disclosure of Electronic Communications by an ECS, 18 U.S.C. § 2511, *et seq.*; (xi) for violations of  
17 the ECPA Stored Communications Act – Unauthorized Disclosure of Electronic Communications by  
18 an ECS, 18 U.S.C. § 2511, *et seq.*; and (xii) for violations of the Video Privacy Protection Act, 18  
19 U.S.C. § 2710, *et seq.* This is the operative complaint in the litigation. Pritzker Decl. ¶ 7.

20 In October 2021, Google moved to dismiss the Complaint. The motion was extensively and  
21 fully briefed by mid-November 2021. However, before the motion could be argued or ruled on by  
22 Judge Koh, she was elevated to the Ninth Circuit, and in January 2022, the case was reassigned to  
23 this Court. Pritzker Decl. ¶ 9.

24 In June 2022, the Court largely denied Google’s motion to dismiss, finding that plaintiffs had  
25 sufficiently alleged that they were injured by Google’s conduct with respect to the RTB auctions and  
26 that plaintiffs had alleged facts in the Complaint sufficient to support all of their “priority claims”,  
27 save one (ECF 233 at 10-11). Google answered the Complaint in July 2022 and asserted eight  
28 affirmative defenses. Pritzker Decl. ¶ 10.

1           **Discovery.** Discovery commenced in May 2021, when plaintiffs served their first set of  
2 document requests, and was, at all times, contentious and hard-fought, with Google challenging a  
3 broad range of plaintiffs' discovery efforts. There were early disputes over entry of a routine ESI  
4 protocol, the identity of key Google custodians, sources of electronic and other information, and  
5 search terms to be applied to Google's electronic document repository. Google objected to each and  
6 every one of plaintiffs' 141 document requests, 23 interrogatories, and 560 requests for admissions.  
7 Despite frequent, repeated, and in-depth meet and confer efforts, virtually all the discovery plaintiffs  
8 served on Google ended up before Magistrate Judge DeMarchi for adjudication. In total, plaintiffs  
9 filed 37 discovery motions, two discovery-related contempt and sanctions motions, and seven appeals  
10 to this Court, which were necessary, in plaintiffs' counsel's view, to preserve issues for trial and for  
11 appeal. Pritzker Decl. ¶¶ 12, 14. For its part, Google served 31 document requests and 20  
12 interrogatories on each named plaintiff, demanded detailed Stored Communications Act-compliant  
13 efforts from the plaintiffs simply to search for Google's records of plaintiffs' RTB-related  
14 transactions, and obtained invasive imaging of plaintiffs' devices, settings, applications, and other  
15 information. *Id.* ¶ 17. Plaintiffs also served and negotiated responses to third-party subpoenas directed  
16 to 51 publishers or other bid participants in Google's RTB auctions. *Id.* ¶ 16.

17           Plaintiffs deposed 11 Google employees about Google's RTB practices, technologies, or data  
18 storage, and took two Rule 30(b)(6) depositions of Google, one through Glenn Berntson (a Google  
19 employee with oversight authority over the technical aspects of Google RTB), the other through  
20 Suneet Vakharia (a Google employee identified as the person most knowledgeable regarding  
21 Google's consent flow and disclosures). *Id.* ¶ 18. Google took lengthy depositions of all seven  
22 plaintiffs. *Id.* In connection with plaintiffs' class certification briefing (discussed below), the parties  
23 took 12 expert depositions: six taken by plaintiffs and six taken by Google, with three experts being  
24 deposed twice. *Id.*

25           Plaintiffs' discovery to Google was especially complex, requiring detailed briefing and expert  
26 analysis of Google's internal documentation, the Google RTB technology, and the RTB auction  
27 process, among other things. Plaintiffs' persistence paid off, however. An important core set of  
28 57,000, mostly technical documents were produced by Google, a substantial set of documents and

1 RTB auction data was received from subpoenaed third-party RTB participants, and over [REDACTED]  
2 of RTB data were obtained from Google's RTB systems. Taken together, this discovery provided a  
3 critical set of evidence that plaintiffs were able to use for class certification and, had the case not  
4 settled, to prove up their case at trial. Pritzker Decl. ¶¶ 13, 19. This evidence included almost [REDACTED] million  
5 individual RTB bid requests associated with the seven plaintiffs and almost [REDACTED] billion individual RTB  
6 bid requests associated with the class as a whole. Shafiq Decl. ¶ 8, n. 2. As analyzed by plaintiffs'  
7 technical experts, the RTB data sets show that each Google RTB bid request contains a core set of  
8 data points that are always shared by Google in its RTB auctions and that can be reasonably associated  
9 with a particular consumer or household by auction participants *100 percent of the time*. ECF 545-5  
10 (Shafiq Rep.) ¶ 41, n. 17; ECF 750-8 (Shafiq Supp.), ¶ 24, n. 14. This evidence supports a central  
11 thesis of plaintiffs' case and forms the basis of the proof plaintiffs were prepared to use at trial.

12 ***Class certification.*** In July 2023, plaintiffs moved for class certification of their claims for  
13 damages and injunctive relief under Fed. R. Civ. P. 23(b)(2) and (b)(3). Pritzker Decl. ¶ 20. Plaintiffs'  
14 motion was supported by expert testimony from two computer scientist experts: Prof. Christopher  
15 Wilson and Prof. Zubair Shafiq, two economic/damages experts: Prof. Robert Zeithammer and Greg  
16 Regan, CPA, and a privacy expert: Prof. Neil Richards. Each plaintiff filed a declaration attesting to  
17 the work performed for the benefit of the class, and plaintiffs' counsel filed supporting declarations  
18 authenticating other evidence presented with the motion, discussing the case proceedings leading up  
19 to certification, and attesting to their qualifications and experience to serve as class counsel. ECF  
20 546-7—546-13; ECF 546-28—546-33.

21 Google vigorously opposed certification, arguing that no class could be certified under either  
22 Rule 23(b)(2) or Rule 23(b)(3). Google's opposition was accompanied by declarations from two  
23 employees (Suneet Vahkaria and Glenn Berntson), two technical experts (Prof. Aaron Striegel and  
24 Prof. Konstantinos Psounis), a defense damages expert (Bruce Deal), and a survey expert (Prof.  
25 Dominique Hanssens). Pritzker Decl. ¶ 21. Google also filed a *Daubert* motion to exclude Prof.  
26 Richards' expert report in its entirety. *Id.* Plaintiffs filed a reply brief and supplemental or rebuttal  
27 expert reports and a *Daubert* motion to exclude portions of Mr. Deal's expert report. *Id.* ¶ 22.

28 The Court held a lengthy class certification and *Daubert* motion hearing in February 2024.

1 Pritzker Decl. ¶ 23. In April 2024, the Court issued its order on those motions. ECF 690. The Court  
2 denied certification of a damages class with prejudice, concluding that individual issues on implied  
3 consent questions stemming from privacy terms on third-party websites precluded certification under  
4 Rule 23(b)(3) (ECF 690 at 23-24)<sup>4</sup>, and denied without prejudice plaintiffs’ motion for certification  
5 of an injunctive relief class pending receipt of further briefing on two narrow issues: (1) whether  
6 plaintiffs’ proposed class definition was “fail safe” or proper in scope; and (2) whether plaintiffs had  
7 evidence that class data from the RTB auctions not yet produced by Google in discovery was common  
8 with the RTB data Google had produced in discovery for the seven plaintiffs. *Id.* With respect to Rule  
9 23(b)(2) relief, the Court noted:

10 Because Google’s RTB is universal and its disclosures are generalized, the Court  
11 finds that an injunctive class under Rule 23(b)(2) is appropriate. Moreover, plaintiffs  
12 describe the general contours of the relief sought. Plaintiffs seek an order that would  
13 stop Google from sharing or selling their personal information without their knowing  
14 consent or a meaningful opportunity to opt-out.

15 ECF 690 at 24-26.<sup>5</sup>

16 Plaintiffs filed their renewed motion for class certification in November 2024, which was  
17 accompanied by a new expert report from plaintiffs’ technical expert Prof. Zubair Shafiq. Pritzker  
18 Decl. ¶ 26. Google again opposed plaintiffs’ motion, with briefing accompanied by expert reports  
19 from Profs. Striegel and Psounis. *Id.* ¶ 27. All three of the experts sat for lengthy depositions. *Id.*  
20 Plaintiffs then began drafting their reply memorandum and supporting expert materials. *Id.* ¶¶ 27, 28.  
21 That briefing and expert work were suspended, and were ultimately paused, by agreement, in light of  
22 the parties’ mediation and settlement negotiations. *Id.* ¶ 28.

23 ***Trial preparation and Special Master proceedings.*** By the time of the filing of plaintiffs’  
24 renewed class certification motion, fact discovery had closed and merits expert report deadlines  
25 required plaintiffs’ experts to begin their expert analyses and the drafting of those reports. *Id.* ¶ 29.

26 <sup>4</sup> To preserve their appellate rights, plaintiffs filed a petition for permission to appeal this portion of  
27 the Court’s order in April 2024. The petition was denied by the Ninth Circuit in June 2024. *Id.* ¶ 23  
28 n.1.

<sup>5</sup> The Court granted in part and denied in part Google’s *Daubert* motion directed to Prof. Richards’  
expert report, and denied without prejudice plaintiffs’ *Daubert* motion to exclude portions of Mr.  
Deal’s expert report. ECF 690 at 4-8.

1 Plaintiffs also were looking ahead to trial and, in that regard, pursued efforts to streamline the process  
2 for authenticating documents for use at trial. *Id.* Plaintiffs also required adjudication of thousands of  
3 entries on Google’s privilege log. *Id.* ¶ 14. In October 2024, Magistrate DeMarchi appointed a Special  
4 Master (retired Judge Warren of JAMS) to sort through Google’s extensive privilege claims. *Id.* The  
5 Special Master’s appointment began a months-long process, which included briefings and hearings  
6 before the Special Master. *Id.* This work with the Special Master was also suspended in light of the  
7 parties’ settlement in principle.

### 8 **B. Mediation**

9 While the litigation continued and the renewed class certification motion briefing was  
10 underway, the parties were engaged in separate arm’s-length efforts to discuss a resolution of the  
11 case. At Google’s request, plaintiffs provided a settlement demand in July 2024. Pritzker Decl. ¶ 30.  
12 Discussions surrounding that demand occurred over several months. *Id.*

13 In an effort to further settlement discussions, the parties retained a mediator, Shirish Gupta at  
14 JAMS, in January 2025. Pritzker Decl. ¶ 31. The parties participated in two day-long mediation  
15 sessions with Mr. Gupta on February 20 and March 7, 2025. *Id.* ¶ 32. While progress was made, no  
16 settlement was reached during those sessions. The parties continued to confer with each other, and  
17 with Mr. Gupta, during March and April 2025, on various key terms of an injunctive relief settlement.  
18 A third mediation with Mr. Gupta was held on April 29, 2025. Following that session, the parties had  
19 several Zoom sessions with the mediator. *Id.* ¶¶ 33-34; *see also* Mediator’s Statement ¶ 6.

20 During a Zoom mediation on May 6, 2025, plaintiffs and Google ultimately agreed on all key  
21 material class settlement terms. Critically, all material terms of the class-wide injunctive relief were  
22 agreed to before the parties discussed, and ultimately resolved, the individual plaintiffs’ claims for  
23 monetary relief in the form of requested service awards of no more than \$15,000 each. Pritzker Decl.  
24 ¶¶ 34-35; *see also* Mediator’s Statement ¶¶ 7-8.

25 On May 8, 2025, the parties exchanged and signed off on a summary settlement document  
26 outlining key settlement terms. Since that time, the parties have been documenting the settlement  
27 with a formal settlement agreement and discussing the forms of disclosures provided for by the  
28 settlement. The parties continued to include the mediator in their discussions of these items from May

1 through August 2025, the parties and the mediator met by phone or by Zoom several times as they  
2 worked to finalize the settlement and its documentation. Pritzker Decl. ¶¶ 36-39; Mediator’s  
3 Statement ¶¶ 9-10. The Settlement Agreement was finalized on September 2, 2025.

4 **III. THE SETTLEMENT**

5 Plaintiffs have achieved an exceptional, high value settlement with Google – one that provides  
6 sweeping injunctive relief for hundreds of millions of U.S. Google account holders.

7 **A. Privacy Treatment Changes: The New “RTB Control”**

8 The settlement provides for a new RTB Control that will, for the first time ever, give class  
9 members the ability to elect a privacy treatment, available at both account and browser level, that  
10 limits the information Google provides about them to third parties in the Google RTB system. SA  
11 ¶ A.1. This achievement satisfies a key litigation objective: *it puts class members in control of their*  
12 *privacy*. Pritzker Decl. ¶ 40; *see also* Shafiq Decl. ¶¶ 20-22. Class members will be able to enable  
13 the RTB Control regardless of whether they are signed in or signed out of their Google account  
14 (provided the device or browser used by a signed-in user identifies the class member as signed in or,  
15 if signed out, the browser on which the RTB Control is enabled to accept the opt-out cookie). *Id.*

16 When the RTB Control is enabled:

- 17 a. All user and pseudonymous identifiers are removed from the Google  
18 RTB bid request, including encrypted Google User IDs and the device  
19 advertising IDs, thereby preventing the use of user lists for targeted  
20 advertising.
- 21 b. IP addresses are removed from the Google RTB bid request.
- 22 c. Cookie matching does not occur.
- 23 d. Bid request fields that contain user agent data are generalized to the  
24 major version level in the Google RTB bid request.

24 SA ¶ A.1. The RTB Control will make it very difficult for Google RTB auction participants to identify  
25 and/or track any class member who enables the RTB Control, and results in those class members no  
26 longer being tracked or targeted in RTB system for personalized ads. *See* Shafiq Decl. ¶ 23.

27 **B. New Disclosures for Transparency and Accountability**

28 The settlement also provides transparency and accountability by making it simpler for class

1 members to find information about Google’s RTB auctions, and to learn how they can limit data  
2 sharing in the auction by enabling the RTB Control. Specifically:

- 3 a. Google has agreed, as part of the settlement, to send an email to the primary  
4 email addresses Google has on file for all individual U.S. Google account  
5 holders with a Google account active within the 28 days preceding the date  
6 on which email notice is issued, advising them of the new RTB Control, of  
7 the options available to control the information provided to third parties  
8 through RTB, and of Google’s new dedicated webpage (with a link to said  
9 webpage) describing the RTB Control. SA ¶ A.2.b.<sup>6</sup>
- 10 b. Google will disclose and include, in a new dedicated webpage, the new RTB  
11 Control, with appropriate links to other relevant Google webpages. *Id.*  
12 ¶ A.2.a.
- 13 c. Google will change its current ads personalization settings webpages to  
14 disclose the new RTB Control, and will similarly link to other relevant Google  
15 webpages containing additional disclosures and information. *Id.* ¶ A.1.

16 The settlement provides for *significant public outreach* about the new RTB Control, and how  
17 to access and use it. It also secures a new level of accountability. Class members will, for the first  
18 time, be able to look to Google’s own disclosures to inform themselves about Google’s RTB auctions,  
19 and to learn how to limit the sharing of their data in those auctions.

20 **C. Immediate, Forward-Looking Relief for Class Members**

21 Google will launch the new RTB Control, publish all new disclosures, and transmit the public  
22 outreach email called for in the settlement by February 13, 2026, or within 30 days of this Court’s  
23 order finally approving the settlement (whichever is later). SA, Definitions, ¶ 9; ¶ A.1. This hard  
24 fought-for benefit means the settlement will deliver valuable relief to class members far sooner than  
25 if the case had continued through trial, irrespective of and without the delay and uncertainty inherent  
26 in any appeal. Pritzker Decl. ¶¶ 39-49.

27 Google will keep in place all of the relief secured by plaintiffs in settlement – the new RTB  
28 Control and disclosures changes – for three years after the settlement is implemented, a significant

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<sup>6</sup> Although Google regards the number of U.S. Google account holders who it identifies through this metric as confidential, non-public commercially-sensitive information, Google has advised plaintiffs and the mediator that this number is [REDACTED] – confirming that the email notification provided for in the settlement will reach *the vast majority* of active U.S. Google account holders. Pritzker Decl. ¶ 42, n.4 (redacted for confidentiality).

1 time in the fast-changing tech world. *See* SA ¶ A.3. To ensure compliance with future legal or  
2 regulatory changes, the settlement contains a forward-looking provision that allows Google to modify  
3 or improve the RTB Control’s functionality for compliance purposes. *Id.*

4 **D. No Class Member Damages Release**

5 Upon the settlement’s effective date, absent class members will release *only* claims for  
6 “injunctive, declaratory, or any other equitable non-monetary relief.” SA, Definitions ¶ 14. The  
7 settlement “expressly excludes” class members’ “claims for damages that they may pursue on an  
8 individual basis.” *Id.* Any class member may assert “any claim for monetary relief of any kind.” *Id.*

9 **E. Google Will Send CAFA Notice**

10 Under the settlement, Google will provide notice of the settlement to the Department of  
11 Justice and each state attorney general within 10 days of the filing of this motion, pursuant to CAFA’s  
12 notice requirements, 29 U.S.C. § 1715(b). SA ¶ D.6. Plaintiffs and Google seek to schedule an  
13 approval hearing for a date convenient to the Court after the 90-day CAFA response period has  
14 expired.

15 **F. A Streamlined Settlement Approval Process**

16 The settlement contemplates a streamlined approval process under which all requirements of  
17 Rule 23 are satisfied. Google does not contest the Court certifying plaintiffs’ claims for class  
18 treatment, for settlement purposes, and agrees that the benefits of the settlement will go to all  
19 members of the class, defined as “all individual account holders subject to a U.S. ToS who have an  
20 active Google account” as of the Final Approval Order date. SA, Definitions, ¶ 17; ¶ D.5. The class  
21 is estimated to be at least 169 million and potentially over 200 million individuals. Zeithammer Decl.  
22 ¶ 16.

23 Because of the settlement, Google will not contest that each plaintiff is qualified to serve as a  
24 class representative, and agrees the Court may award them each a service award not to exceed  
25 \$15,000. *See* SA ¶ B.1. Declarations attesting to their work appear as Exs. 4-10 to the Pritzker Decl.

26 The parties also agree the Court may approve the settlement in a single approval hearing, and  
27 that no preliminary approval process is needed. SA ¶ D.4. In conjunction with that single approval  
28 hearing, class members may comment on or object to the settlement, if they wish to do so. *Id.* ¶ D.3.

1 **G. No Agreement on Plaintiffs’ Attorneys’ Fees or Costs**

2 These amounts are left to the discretion of the Court. Google may contest the reasonableness  
3 of the amounts that plaintiffs request, and expressly reserves the right to do so. SA ¶ C.1.

4 **IV. ARGUMENT**

5 **A. The Settlement Class Should Be Certified**

6 The Court must certify that the settlement class satisfies Rule 23. Although the parties have  
7 settled and have agreed to this requirement for settlement purposes (*see* SA, Definitions, ¶ 17; ¶ D.5),  
8 the Court may be assured that all of Rule 23’s requirements are met here.

9 **1. The class definition is defined objectively and is appropriate in scope.**

10 The agreed-upon class definition strikes the right balance by being neither “fail safe” (i.e.,  
11 defined in such a way that qualification for membership does not depend on whether the person has  
12 a valid claim), nor overinclusive (that is, potentially inclusive of more than a de minimis number of  
13 uninjured class members) (*see* ECF 690 at 8-9). Plaintiffs seek to certify a settlement class consisting  
14 of all individual account holders subject to a U.S. ToS who have an active Google account. SA,  
15 Definitions, ¶ 17. This definition provides objective criteria - the activation and use of a Google  
16 account - that allows class members to easily determine whether they are included in the class. *See*  
17 *Krommenhock v. Post Foods, LLC*, 334 F.R.D. 552, 567 (N.D. Cal. 2020); *Day v. GEICO Cas. Co.*,  
18 2022 WL 16556802, at \*8 (N.D. Cal. Oct. 31, 2022). Class members know whether their Google  
19 accounts are active but, if there is doubt, Google’s website tells them how to confirm their status.<sup>7</sup>

20 This definition also does not sweep uninjured class members within its scope: all class  
21 members must agree to the same standardized ToS when they activate their Google accounts, and all  
22 class members are subject to the same common set of standardized Privacy Policies and disclosures.  
23 *See* ECF 750-21 (Further Caracuzzo Decl.) ¶¶ 31-38. And Google’s RTB practices apply generally  
24 to the class as a whole. Google engages in a uniform common course of conduct and there are no  
25 unimpacted class members. The evidence before the Court shows this: (1) “Google’s RTB protocol  
26 is identical for every one of its billions of daily [RTB] bids”; (2) class member and “plaintiffs’ RTB

27 \_\_\_\_\_  
28 <sup>7</sup> A Google account “that is in use is considered active.” *See* [https://support.google.com/accounts/answer/12418290?hl=en&ref\\_topic=7189311&sjid=12474238374228731571-NC](https://support.google.com/accounts/answer/12418290?hl=en&ref_topic=7189311&sjid=12474238374228731571-NC). An inactive Google account is “an account that has not been used within a 2-year period.” *Id.*

1 data is uniformly personally identifying” and may be associated with an individual class member or  
2 household; and (3) “as Google confirmed at the hearing, there currently is no way for users to stop  
3 Google from selling information about their unique IDs, location, and browsing history through the  
4 billions of RTB bids exchanged every single day with hundreds of RTB participants from all around  
5 the world.” *See* ECF 690 at 12, 16 and 25-26 (and expert testimony and hearing transcripts cited  
6 therein); *see also* ECF 545-5 (Shafiq Rep.) ¶¶ 90-95; ECF 750-8 (Shafiq Supp.) ¶¶ 16-44; and ECF  
7 545-6 (Wilson Rep.) ¶¶ 101-123. Prof. Shafiq’s declaration in support of the settlement, summarizing  
8 the analysis he performed after examining the class-wide RTB data Google has produced in the  
9 action, confirms this point, as well. Shafiq Decl. ¶¶ 9-14.

10 **2. All elements of Rule 23(a) are satisfied.**

11 Rule 23(a) requires (1) numerosity; (2) commonality; (3) typicality; and (4) adequacy of  
12 representation. Fed. R. Civ. P. 23(a). Each element is satisfied here. Although Google is unable to  
13 specify the size of the class (because it is not able to determine which U.S. Google accounts are  
14 unique to specified individuals), based on public census, market share and other data, as well as  
15 confidential metrics Google shared with plaintiffs and the mediator in settlement, plaintiffs’ expert  
16 estimates the class is likely to consist of at least 169 million, and potentially over 200 million, unique  
17 individuals, satisfying numerosity. Zeithammer Decl. ¶ 16; Pritzker Decl. ¶ 41 n.4 (redacted). The  
18 “class representatives are, like all putative class members, subject to Google’s ToS, its Privacy Policy,  
19 and other standardized disclosures” and remain in “active” account status, so typicality is met as well.  
20 ECF 690 at 19. The adequacy element is satisfied too. “Named plaintiffs and their counsel have  
21 already spent years vigorously litigating discovery. Moreover, plaintiffs’ counsel has experience in  
22 complex and class action litigation, including privacy class actions.” ECF 690 at 19; *see also* Pritzker  
23 Decl. ¶¶ 45-49.

24 Google previously contested the issue of commonality. *See* ECF 761-1 at 18-19. This  
25 settlement resolves that objection. The record evidence supports this element, too. “Google’s  
26 standardized disclosures are common proof capable of resolving the question” of whether Google  
27 promised its U.S. account holders that it would not share or sell their personal information.” ECF  
28 690 at 14. Google’s RTB auctions, by design and in everyday practice, are identical for every one of

1 the billions of daily RTB bids, and they impact all U.S. account holders in common ways. *Id.* at 12;  
2 *see also* ECF 750-8 (Shafiq Supp.) ¶¶ 45-51. Moreover, having now analyzed over ██████████ of  
3 class data and over █████ billion class RTB bid requests, Prof. Shafiq has attested that all of the billions  
4 of Google’s daily RTB bids uniformly contain information that is personally identifying for all  
5 Google U.S. account holders. *Id.* ¶¶ 28-33, 35-44; *see also* Shafiq Decl. ¶¶ 8-9. The requirement of  
6 commonality under Rule 23(a)(2) is thus satisfied.

7 **3. This injunctive relief settlement amply satisfies Rule 23(b)(2)’s**  
8 **requirements.**

9 Rule 23(b)(2) allows for certification of an injunctive relief class where “the party opposing  
10 the class has acted or refused to act on grounds that apply generally to the class, so that final injunctive  
11 relief or corresponding declaratory relief is appropriate respecting the class as a whole.” Rule  
12 23(b)(2); *see also* *B.K. by next friend Tinsley v. Snyder*, 922 F.3d 957, 970-971 (9th Cir. 2019); *accord*  
13 *Rodriguez v. Google, LLC*, 2024 WL 38302, at \*10 (N.D. Cal. Jan. 3, 2024) (Seeborg, J.). “This  
14 inquiry asks only whether ‘the party opposing the class has acted or refused to act on grounds that  
15 apply generally to the class.’” *Parsons v. Ryan*, 754 F.3d 657, 688 (9th Cir. 2014) (quoting Rule  
16 23(b)(2)).

17 The class satisfies Rule 23(b)(2)’s mandates. Here, as the Court has already observed,  
18 “Google’s RTB is universal.” ECF 690 at 24. Its “RTB protocol is identical for every one of its  
19 billions of daily bids.” *Id.* at 12 (citing ECF 546-4 (Wilson Rep.) ¶ 34; ECF 545-5 (Shafiq Rep.)  
20 ¶ 18; 2/21/24 Hrg. Tr. at 10-18 (Google so conceding)). Although the entire process occurs “faster  
21 than the blink of an eye” (ECF 545-5 (Shafiq Rep.) ¶ 19), all class members are subject to Google  
22 RTB in the same way. *See* ECF 750-8 (Shafiq Supp.) ¶¶ 34, 45-51; Shafiq Decl. ¶ 9. And, until now,  
23 there was no RTB-specific mechanism for class members to limit the sharing or selling of their  
24 information in the RTB auctions – Google conceded this fact during a class certification hearing.  
25 2/21/24 Hrg. Tr. at 36:7-22.

26 Now, as a result of the settlement, all class members will have access to information in  
27 Google’s own disclosures about how the RTB auctions work, and what information about them is  
28 being shared and sold in the auctions and generally to whom, as well as a tool that empowers them  
to limit the sharing of their personal information in those auctions. These are precisely the

1 circumstances under which Rule 23(b)(2) certification and class-wide injunctive relief are  
2 appropriate. *See, e.g., Brown v. Google, LLC*, 2022 WL 17961497, at \*14, \*20 (N.D. Cal. Dec. 12,  
3 2022) (certifying (b)(2) class where “plaintiffs’ theory of the case was Google collects users’ private  
4 browsing data); *Rodriguez*, 2024 WL 38302 at \*10 (certifying (b)(2) class seeking deletion of all  
5 “SWAA-off data” collected by Google); *DZ Rsrv. v. Meta Platforms, Inc.*, 2022 WL 912890, at \*10  
6 (N.D. Cal. Mar. 29, 2022), *aff’d in part, vacated in part, remanded*, 96 F.4th 1223 (9th Cir. 2024)  
7 (certifying (b)(2) class requiring Meta to cease certain alleged misleading advertising practices).

#### 8 **4. Plaintiffs’ claims all provide injunctive relief remedies.**

9 The injunctive relief provided for in this settlement is logically tied to all of the claims to be  
10 certified, is appropriate to address the continuing violations and class-wide harms plaintiffs allege,  
11 and provides important, prospective relief for class members in ways that satisfy Rule 23(b)(2)’s  
12 requirements. Plaintiffs ask that the Court certify all of their legal claims, save one. Plaintiffs do not  
13 seek certification of their breach of the covenant of fair dealing claim (ECF 92 at ¶¶ 353-372). This  
14 claim was dismissed by the Court at the pleading stage as part of the Court’s order on Google’s  
15 motion to dismiss. ECF 233 at 9-11.

16 All of the claims to be certified provide for injunctive relief. ECF 92 at ¶¶ 382, 439, 464, 482,  
17 502, 519, and Prayer at ¶ F; *see also Brown*, 2022 WL 17961497 at \*1, \*20 (granting Rule 23(b)(2)  
18 certification of breach of contract, CIPA, UCL, and related claims); *In re Meta Pixel Healthcare*  
19 *Litig.*, 647 F. Supp. 3d 778, 802 (N.D. Cal. 2022) (granting Rule 23(b)(2) certification of plaintiffs’  
20 invasion of privacy claims); *Brooks v. Thomson Reuters Corp.*, 2021 WL 3621837, at \*11 (N.D. Cal.  
21 Aug. 16, 2021) (same).

#### 22 **5. The Court should appoint plaintiffs as settlement class representatives.**

23 Each of the plaintiffs has satisfied their role to represent the best interests of the class. They  
24 have provided their counsel with necessary factual information, responded to demanding discovery,  
25 prepared and sat for depositions, and regularly communicated with counsel regarding various issues  
26 pertaining to this case. *See Exs. 4 - 10 to Pritzker Decl.* The Court should formally appoint plaintiffs  
27 as settlement class representatives. Their work and sustaining commitment to the class and its interests  
28 merits a service award of \$15,000 to each plaintiff (as Google has agreed). *See SA ¶ B.1.*

1                   **6. The Court should appoint plaintiffs’ counsel as settlement class counsel.**

2           The Court has previously found that plaintiffs’ counsel are adequate representatives of the  
 3 Class (*see* ECF 690 at 19), and the work plaintiffs’ counsel has done since then, both with respect to  
 4 the underlying litigation work and with respect to the settlement itself, reinforces the Court’s finding  
 5 in this regard. As set forth in the Pritzker Declaration, through the litigation and the settlement  
 6 process, plaintiffs’ counsel, all experienced complex class action litigators, have diligently advanced  
 7 the interests of plaintiffs and the class to advance the litigation and bring it to a successful resolution.  
 8 The Court should formally appoint plaintiffs’ counsel as settlement class counsel.

9                   **B. The Settlement Warrants Final Court Approval**

10           In deciding whether to approve the settlement, the Court balances multiple considerations.  
 11 The Court’s Procedural Guidance for Class Action Settlements instruct litigants on three such  
 12 considerations: (i) the procedural timeline for approval including, where appropriate, applicable  
 13 notice and opt out procedures; (ii) a valuation of the injunctive or other non-monetary relief obtained  
 14 through settlement; and (iii) information about comparable class settlements involving the same or  
 15 similar claims, parties or issues.<sup>8</sup> Ninth Circuit law lists additional considerations for the Court to  
 16 evaluate in approving the settlement as fair, adequate and reasonable. These include: (i) the strength  
 17 of the plaintiffs’ case; (ii) the risk, expense, complexity, and likely duration of further litigation; (iii)  
 18 the risk of maintaining class action status through the trial; (iv) the amount offered in settlement; (v)  
 19 the extent of discovery completed and the state of the proceedings; (vi) the experience and views of  
 20 counsel; (vii) the presence of a governmental case participant; and (viii) the reaction of class members  
 21 to the proposed settlement. *Emetoh v. FedEx Freight, Inc.*, 2020 WL 6216763, at \*3 (N.D. Cal. Oct.  
 22 22, 2020) (Gonzalez Rogers, J.) (citing *Hanlon v. Chrysler Corp.*, 130 F.3d 1011, 1026 (9th Cir.  
 23 1998)). Rule 23(e)(2) similarly instructs that the Court’s final approval order include a finding that:  
 24 “(A) the class representatives and class counsel have adequately represented the class; (B) the  
 25 proposal was negotiated at arm’s length; (C) the relief provided for the class is adequate, ... and (D)  
 26 the proposal treats class members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2).

27 \_\_\_\_\_  
 28 <sup>8</sup> *See* <https://cand.uscourts.gov/forms/procedural-guidance-for-class-action-settlements/>.

1 Plaintiffs discuss these considerations below. All applicable factors support approval here.

2 **1. Final approval is appropriate without preliminary approval or notice.**

3 To streamline the settlement approval process and get the benefits of settlement flowing to  
 4 class members without further delay, the parties agree that the appropriate next step following the  
 5 settlement is for plaintiffs to file this final approval motion. SA ¶¶ D.3, D.4. As noted, this settlement  
 6 involves class member claims to be certified solely under Rule 23(b)(2), with no release of any class  
 7 members' claims for monetary relief. *Id.*, Definitions, ¶ 14; ¶¶ D.4, D.8. In such circumstances,  
 8 because class members do not have the right to opt out from an injunctive relief settlement, class  
 9 notice is not necessary. *Moore v. GlaxoSmithKline Consumer Healthcare Holdings (US) LLC*, 2024  
 10 WL 4868182, at \*4 (N.D. Cal. Oct. 3, 2024) (White, J.); *Lilly v. Jamba Juice Co.*, 2015 WL 1248027,  
 11 at \*8-9 (N.D. Cal. Mar. 18, 2015) (Tigar, J.); *see also Wal-Mart Stores, Inc. v. Dukes*, 131 S. Ct. 2541,  
 12 2558 (2011) (Rule 23 “provides no opportunity for (b)(1) or (b)(2) class members to opt out, and does  
 13 not even oblige the District Court to afford them notice of the action.”).

14 The Court may proceed directly to final approval without requiring any preliminary approval  
 15 or notice, as it has done in similar cases involving injunctive relief settlements. *See Stathakos v.*  
 16 *Columbia Sportswear Co.*, 2018 WL 582564, at \*3 (N.D. Cal. Jan. 25, 2018). In so doing, the Court  
 17 may be assured that the hundreds of millions of class members affected by the settlement can obtain  
 18 information about its benefits, and how to avail themselves of the new RTB Control provided for by  
 19 the settlement, without the need for any Rule 23 form of notice. In addition to a new set of public-  
 20 facing disclosures (SA ¶ A.2.a), Google will email all active individual Google U.S. account holders,  
 21 at the email addresses maintained in their Google accounts, advising them of the new RTB Control,  
 22 what it does, where it can be accessed, and how to enable it. SA ¶ A.2.b; Pritzker Decl. ¶ 42.

23 **2. This is a meaningful and highly-valuable injunctive relief settlement.**

24 The “ability to control or exercise *meaningful* agency over one’s own personal information  
 25 and its dissemination” is a consistent tenant of privacy. ECF 545-9 (Richards Decl.) ¶ 18;  
 26 *Eichenberger v. ESPN, Inc.*, 876 F.3 979, 983 (9th Cir. 2017) (quoting *U.S. Dep't of Justice v.*  
 27 *Reporters Comm. for Freedom of the Press*, 489 U.S. 749, 763 (1989), holding “[a] right to privacy  
 28 “encompass[es] the individual’s control of information concerning his or her person”). This

1 settlement provides that “*meaningful agency*” – and does so for every class member. *See* Zeithammer  
2 Decl. ¶¶ 10-11 and n.2. For the first time ever, as a result of this settlement, class members will be  
3 able to access and activate a new RTB Control that *puts class members in control of their privacy*.

4 Class members who choose to limit data sharing by enabling this control will succeed in  
5 removing from Google RTB bid requests much of the key information that can be linked to them in  
6 the auctions, including their IP address, their “device id,” their “Google User ID”, “cookie matching”  
7 information, and associated “user lists,” among others. SA ¶ A.1. Once enabled, the RTB Control  
8 will make it very difficult for the hundreds of entities from around the world that participate the  
9 Google RTB auction - advertisers, data brokers, social media companies, and the like - to identify  
10 and/or track any class member who activates the control. Shafiq Decl. ¶ 23. In effect, what Google  
11 will be transmitting in its RTB auctions if the RTB Control is enabled by a class member will no  
12 longer be personally identifying and no longer constitute personal information under Google’s  
13 privacy policy or California law. *See id.* The settlement provides the transparency and accountability  
14 that allow for *meaningful* class member choice, through new disclosures on Google’s website and an  
15 email announcing the RTB Control and other relief obtained through this settlement. SA ¶¶ A.1, A.2.a.

16 The settlement also “afford[s] valuable relief, ...by injunction, that will benefit the class.”  
17 *Allen v. Bedolla*, 787 F.3d 1218, 1225 (9th Cir. 2015). Although the Ninth Circuit has “never required  
18 a district court to assign a monetary value to purely injunctive relief” (*Laguna v. Coverall N. Am.,*  
19 *Inc.*, 753 F.3d 918 (9th Cir. 2014), *vacated on other grounds*, 772 F.3d 608 (9th Cir. 2014)), to address  
20 the Court’s Procedural Guidance for Class Action Settlements on this issue, plaintiffs’ damages  
21 expert, Prof. Zeithammer, provides two analyses by which the settlement may be valued. Under either  
22 measure, the settlement represents an excellent result for class members.

23 ***In the first analysis***, Prof. Zeithammer estimates the benefit of this settlement to the class  
24 using a market price for the personal information that will no longer be transmitted or sold by Google  
25 in its RTB auctions when the RTB Control is activated. *See* Zeithammer Decl. ¶ 15. This analysis  
26 measures the value of the settlement as a function of the economic damages it will prevent. *Id.* To  
27 estimate a value for this data, Prof. Zeithammer relied on the Ipsos Screenwise Panel (as tested against  
28 similar programs). *Id.* ¶¶ 22-33. Screenwise is a program through which Google pays users \$36 per

1 year per device to collect and track their browsing data, the potential uses of which include similar  
2 types of personalized tracking of usages involved the Google RTB advertising auction. *Id.* ¶¶ 22-28.<sup>9</sup>

3 Using the Screenwise annual payment amount, Prof. Zeithammer measures the overall  
4 economic value of the settlement for the class, which is estimated to range from 169 million to over  
5 200 million distinct persons, to be between \$6.1 billion and over \$7.2 billion per year, or between  
6 \$18.3 billion and over \$21.6 billion over the course of the three years that the injunction will remain  
7 in force. *Id.* ¶¶ 16-21, 34-35. Since it is likely that only a percentage of class members will avail  
8 themselves of the new RTB Control, Prof. Zeithammer accounts for this potentiality as well.  
9 Assuming, very conservatively, that only 8.8% of the class chooses to enable the RTB Control, the  
10 settlement value is still estimated to be between \$1.4 billion and over \$1.9 billion during the time the  
11 three-year injunction is in place. *Id.* ¶ 36.

12 ***In the second analysis***, Prof. Zeithammer measures the value of the settlement achieved for  
13 the class as a function of the degree of unjust enrichment prevented by the injunctive relief plaintiffs  
14 have obtained. Zeithammer Decl. ¶ 37. An unjust enrichment occurs because Google, in the absence  
15 of this settlement, lacks the transparency and choice that will be provided by the injunction, and  
16 Google makes more revenue than it would if it did not share account holder information that allows  
17 for personal identification and tracking as part of the RTB bid requests. *Id.* Prof. Zeithammer, in a  
18 detailed analysis (*see id.* ¶¶ 37-57) estimates 52% of all Google RTB revenues represent unjust  
19 enrichment damages. Applying this percentage yields a total annual unjust enrichment estimate of  
20 \$962 million, or over \$2.9 billion over the three years during which the injunction will remain in  
21 force. *Id.* ¶ 58.

### 22 **3. The settlement compares favorably to similar class settlements.**

23 Consistent with the Court's Procedural Guidance for Class Action Settlements, plaintiffs  
24 submit as **Attachment A** to this memorandum a chart containing information about comparable class  
25

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26 <sup>9</sup> Screenwise's use as a metric by damages experts in related litigation involving Google's data  
27 collection practices has survived *Daubert*. *See, e.g., Brown*, 2022 WL 17961497, at \*6 (discussing a  
28 similar damages calculation using Ipsos Screenwise panel metrics for restitutionary damages);  
*Rodriguez*, 2024 WL 38302, at \*12 (certifying Rule (b)(3) damages class and denying Google's  
*Daubert* challenge to plaintiffs' expert's damages model utilizing Screenwise metrics).

1 settlements (i.e., settlements involving the same or similar claims, parties, issues). A comparison to  
2 the other cases illustrates the significant value provided by this settlement. The related *Brown* case is  
3 only one such example. While settlement approval in *Brown* has not yet been obtained due to a  
4 pending appeal, plaintiffs’ settlement approval motion there references an estimated class size of 156  
5 million and injunctive relief valued at \$5 billion (an amount Google contests). *See Attach. A*. This  
6 settlement provides even more sweeping relief than *Brown*—requiring a new set of public-facing  
7 disclosures and providing critical privacy protections with a new RTB Control—to at least 169 million  
8 and potentially more than 200 million individual U.S. Google account holders, valued, at its most  
9 conservative measures, at approximately \$2 to \$3 billion for the class as a whole. Two recent cases  
10 involving Facebook, while providing for Rule 23(b)(3) damages/cy pres as well as classwide  
11 injunctive relief, also provide comparative information about class settlements involving similar  
12 claims and issues that have been approved by courts in this District. *See Attach. A* (referencing *In re*  
13 *Facebook Biometric Information Privacy Litigation*, No. 15-cv-03747-JD (N.D. Cal.) [settlement  
14 approved Feb. 26, 2021]; *In re Facebook, Inc. Consumer Privacy User Profile Litig.*, No. 18-md-  
15 2843-VC (N.D. Cal.) [settlement approved Oct. 10, 2023].)

16 **4. Final approval is warranted based on the *Hanlon* factors.**

17 a. Strength of plaintiffs’ case and litigation risk.

18 Under the first *Hanlon* factor, courts assess “objectively the strengths and weaknesses  
19 inherent in the litigation and the impact of those considerations on the parties’ decisions to reach [a  
20 settlement].” *Edwards v. Nat’l Milk Producers Fed’n*, 2017 WL 3622374, at \*6 (N.D. Cal. June 26,  
21 2017), *aff’d sub nom. Edwards v. Andrews*, 846 F. App’x 538 (9th Cir. 2021). Difficulties and risks  
22 in litigating weigh in favor of approving a class settlement. *See Rodriguez v. W. Publ’g Corp.*, 563  
23 F.3d 948, 966 (9th Cir. 2009). Here, the settlement relief obtained by plaintiffs reflects the strength  
24 of their position. This relief is directly tied to the breach of contract and privacy claims brought by  
25 plaintiffs on behalf of a class of individual U.S. Google account holders arising from Google’s RTB  
26 auctions, and yields substantial benefits focused on choice, transparency, and accountability for every  
27 single class member.

28 Settlement was achieved only after fact discovery was completed, after experts had provided

1 substantial expert work and testimony, and as the parties were in the midst of briefing a second class  
2 certification motion – this one focused on injunctive relief similar to that now provided for in  
3 settlement. Although plaintiffs believe they would have been successful in certifying a Rule 23(b)(2)  
4 class and are confident that they would have succeeded had this case proceeded to trial, the issues to  
5 be adjudicated at these later stages of the litigation are part of a complex technological and ever-  
6 evolving privacy landscape. Google has been a formidable opponent throughout the case and had  
7 appellate avenues available to it to challenge any certification order favorable to plaintiffs, and any  
8 injunctive relief plaintiffs would be able to secure at trial. In reaching a settlement, plaintiffs have  
9 ensured a favorable recovery for the class and avoided these risks. *See Rodriguez*, 563 F.3d at 966  
10 (finding litigation risks weigh in favor of approving class settlement). These considerations weigh in  
11 favor of settlement approval.

12 b. The relief obtained through settlement.

13 The settlement provides the class with substantial value in the form of injunctive relief that  
14 puts them in control, protects their privacy rights, and provides lasting benefits. As this Court has  
15 noted, the injunctive relief obtained in this settlement “would be an important step toward choice,  
16 accountability, and transparency.” ECF 690 at 26. All class members will benefit from this relief  
17 without releasing any claim for monetary damages. SA, Definitions, ¶ 14; ¶ D.8; *Nat’l Fed. of Blind*  
18 *of Cal. v. Uber Techs. Inc.*, 2016 WL 9000699, at \*3, \*9 (N.D. Cal. July 13, 2016) (granting  
19 preliminary approval of settlement where “the class will not waive their right to pursue damages  
20 claims”).

21 c. The extent of discovery and stage of proceedings.

22 Plaintiffs’ counsel had sufficient information to make an informed decision about the merits  
23 of the case. *See In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000). By the time the  
24 parties reached a settlement, plaintiffs had vigorously litigated the action for over four years and had  
25 a well-founded and realistic understanding of the legal and factual complexities at issue and the  
26 strengths and weaknesses of the claims and defenses asserted in the case. Before filing their  
27 complaint, plaintiffs and their experts thoroughly investigated the legal theories and facts at issue.  
28 Pritzker Decl. ¶¶ 2-3. Plaintiffs largely overcame Google’s motion to dismiss and engaged in years

1 of hard-fought discovery and expert analyses necessary for class certification and for trial. *Id.* ¶¶ 9 -  
 2 29. Additionally, the parties engaged in extensive settlement negotiations, including multiple  
 3 mediation sessions with a JAMS mediator. *Id.* ¶¶ 30-38. These considerations support final approval.  
 4 *See Kumar v. Salov N. Am. Corp.*, 2017 WL 2902898, at \*7 (N.D. Cal. July 7, 2017) (Gonzalez  
 5 Rogers, J.), *aff'd*, 737 F. App'x 341 (9th Cir. 2018) (granting final approval of class action settlement  
 6 that “occurred only after extensive litigation” and discovery); *Destefano v. Zynga, Inc.*, 2016 WL  
 7 537946, at \*12 (N.D. Cal. Feb. 11, 2016) (finding this factor weighed in favor of approval where  
 8 parties engaged in pre-filing investigation, motion to dismiss briefing, discovery, and mediation).

9 d. The experience and views of counsel.

10 The “recommendation of counsel and the level of experience backing that recommendation”  
 11 are a consideration in granting settlement approval. *In re Am. Apparel, Inc. S’holder Litig.*, 2014 WL  
 12 10212865, at \*14 (C.D. Cal. July 28, 2014); *Hanlon*, 150 F.3d at 1027. Plaintiffs’ counsel with  
 13 primary responsibility for leading this litigation and the settlement negotiations have over a century  
 14 of combined experience litigation commercial cases and class actions, including privacy class actions.  
 15 Pritzker Decl. ¶ 46. Counsel drew on that experience to negotiate and secure the settlement, and  
 16 believe it is in the best interests of the hundreds of millions of active Google account holders in the  
 17 United States whose personal information is currently being shared and sold by Google in its RTB  
 18 auctions. *Id.* ¶¶ 46-49. Counsel respectfully recommend final approval.

19 e. There was no government case participant.

20 The government did not participate in this case, so this factor is not a consideration for this  
 21 motion. Google will provide CAFA notice (SA ¶ D.6), and the parties will provide the Court with  
 22 information regarding any response to such notice.

23 f. The reaction of the class to the settlement.

24 This factor is not considered where there is no notice. *Lilly*, 2015 WL 2062858, at \*4. As one  
 25 reference point, all seven named plaintiffs fully support the settlement. Exs. 4 - 10 to Pritzker Decl.

26 **5. Final approval is warranted under Rule 23(e)(2)**

27 “In 2018, Congress amended Rule 23(e)(2) to provide specific factors for a district court to  
 28 consider in determining whether a settlement is ‘fair reasonable and adequate.’” *McKinney-Drobnis*

1 v. *Oreshack*, 16 F.4th 594, 607 (9th Cir. 2021) (citing Fed. R. Civ. P. 23(e)(2)). Many of these factors  
2 overlap with the considerations that are required by *Hanlon*. See *Chang v. Wells Fargo Bank, N.A.*,  
3 2023 WL 6961555, at \*3 (N.D. Cal. Oct. 19, 2023) (final approval analyzed and approved under  
4 combined Rule 23(e)(2) and *Hanlon* factors); see also, *supra*, at IV.B (describing settlement approval  
5 factors provided for in Rule 23(e)(2)). Plaintiffs address the non-overlapping Rule 23(e)(2) factors  
6 below.

7 a. Class counsel and class representatives adequately represented the class.

8 Final approval is warranted under Rule 23(e)(2)(A), which considers the adequacy of  
9 representation by the class representatives and their attorneys. As discussed above, each plaintiff has  
10 fulfilled their duties as a representative for the class. In their accompanying declarations, they all  
11 attest to how they were integrated into and involved with the litigation, reviewing and approving key  
12 filings and strategy decisions, responding to discovery, preparing for and sitting for deposition,  
13 monitoring the mediation process and agreeing that the injunctive relief obtained in settlement is the  
14 relief they sought by initiating and joining the litigation. See Exs. 4 - 10 to Pritzker Decl.

15 Further, as detailed above, plaintiffs' counsel zealously represented the class throughout the  
16 litigation and in obtaining the settlement. The Court has already taken note of plaintiffs' counsels'  
17 leadership experience and extensive advocacy for the benefit of the class, finding that the adequacy  
18 element of Rule 23 is satisfied here:

19 Named plaintiffs and their counsel have already spent years vigorously litigating  
20 discovery. Moreover, plaintiffs' counsel has experience in complex and class action  
21 litigation, including privacy class actions. Google does not dispute this. For that  
reason, the Court finds that the adequacy requirement is met. ECF 690 at 19.

22 b. The parties negotiated the settlement at arm's-length.

23 Final approval is also warranted under Rule 23(e)(2)(B). That the settlement was negotiated  
24 at arm's length is not contested. Settlement negotiations were extensive, occurring over many months,  
25 and involved active participation by a neutral mediator, Shirish Gupta, for five months. Pritzker Decl.  
26 ¶¶ 30-38; Mediator's Statement ¶¶ 3-10. As Mr. Gupta attests, "all aspects of the settlement being  
27 presented to the Court for its approval were zealously negotiated by the parties at arms' length, and  
28 by experienced, informed, knowledgeable, and skilled counsel." *Id.* ¶ 11.

1 c. There is no “clear sailing” provision regarding plaintiffs’ attorneys fees.

2 This is no agreement on plaintiffs’ attorneys’ fees or costs. Plaintiffs will file a motion for an  
 3 award of attorneys’ fees and costs, and Google is free to contest the reasonableness of the amounts  
 4 requested. Indeed, Google expressly reserves the right to do so. SA ¶ C.1. There is no “clear sailing”  
 5 arrangement here, nor is there a settlement fund from which unawarded money will revert to Google.  
 6 *Campbell v. Facebook Inc.*, 2017 WL 3581179, at \*5 (N.D. Cal. Aug. 18, 2017), *aff’d*, 951 F.3d 1106  
 7 (9th Cir. 2020) (“Arguably, [the] *Bluetooth* [collusion analysis] is not even applicable to this  
 8 settlement because it does not involve a Rule 23(b)(2) damages class.”). These facts support final  
 9 approval under Rule 23(e)(2)(C)(iii). *See Moreno v. Cap. Bldg. Maint. & Cleaning Servs., Inc.*, 2021  
 10 WL 1788447, at \*11 (N.D. Cal. May 5, 2021) (“[T]here is no ‘clear sailing’ provision that would  
 11 weigh against approval of the settlement.”).

12 d. The settlement treats all class members equally.

13 Rule 23(e)(2)(D) considers whether the proposed settlement “treats class members equitably  
 14 relative to each other.” Fed. R. Civ. P. 23(e)(2)(D). The class consists of active U.S. Google account  
 15 holders, all of whom are similarly situated as to their claims. The injunctive relief settlement treats  
 16 all class members the same: they each receive identical, valuable injunctive relief with respect to new  
 17 disclosures and the new RTB – changes designed to put each of them in control of their privacy by  
 18 limiting personal information that Google shares about them in the Google RTB auction with a new  
 19 RTB control, and changes that will enhance transparency and accountability for the benefit of all  
 20 class members going forward. This fully meets the requirements of Rule 23(e)(2)(D). *See, e.g.*,  
 21 *Morrison v. Ross Stores, Inc.*, 2022 WL 17592437, at \*5 (N.D. Cal. Feb. 16, 2022) (Gonzalez Rogers,  
 22 J.); *In re Google LLC St. View Elec. Commc’ns Litig.*, 611 F. Supp. 3d 872, 895 (N.D. Cal. 2020),  
 23 *aff’d sub nom. In re Google Inc. St. View Elec. Commc’ns Litig.*, 21 F.4th 1102 (9th Cir. 2021).

24 **V. CONCLUSION**

25 Plaintiffs have achieved an exceptional result for hundreds of millions of U.S. Google account  
 26 holders in this complex, vigorously-fought privacy class action. Plaintiffs respectfully request that  
 27 the Court certify the settlement class, appoint plaintiffs as settlement class representatives, appoint  
 28 plaintiffs’ counsel as settlement class counsel, and finally approve the settlement.

1 DATED: September 2, 2025

Respectfully submitted,

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**CERTIFICATE OF SERVICE**

I hereby certify that on September 2, 2025, I caused to be electronically filed the foregoing document with the Clerk of the Court using the ECF system which sent notification of such filing to all counsel of record.

/s/ Bethany Caracuzzo  
Bethany Caracuzzo

Case	Claims Released	Class Size	Monetary Relief / Common Fund	Amount Distributed to Cy Pres	Injunctive Relief	Status	Fees, Costs, and Service Awards
<b>Brown, et al. v. Google LLC, 4:20-cv-03664-YGR (N.D. Cal)</b>	<p><u>Claims Asserted/Certified:</u> Federal Wiretap Act; CIPA; CDADA; Invasion of Privacy; Intrusion Upon Seclusion; Breach of Contract; California UCL</p> <p><u>Claims Released:</u> All certified claims asserted on behalf of the certified Classes for injunctive, declaratory, or any other equitable non-monetary relief; No release of monetary claims.</p> <p><u>Monetary Relief Claims Preserved?:</u> Yes</p>	<p><u>Class Size:</u> 136 million</p>	N/A	N/A	<p><u>Injunctive Relief Only Settlement</u> Google must (1) rewrite its Privacy Policy and Incognito Splash Screen to notify readers that it collects private browsing data in Incognito mode; (2) delete/remediate the private browsing data stored in its logs; and (3) block Incognito users' third-party cookies.</p> <p><u>Period of injunction:</u> 5 years.</p> <p><u>Estimated value per plaintiffs' experts</u> \$5 billion.</p>	<p><u>PENDING:</u> Motion for Final Settlement Approval and Class Plaintiffs' Motion for Attorneys' Fees, Costs and Service Awards pending appeal of order denying Salcido plaintiffs' Motion to Intervene</p>	<p><u>Fees:</u> \$217.6 million requested (3.5 lodestar multiplier)</p> <p><u>Expenses:</u> \$7,656,565.32 requested</p> <p><u>Service awards</u> \$30,000 per class representative</p>
<b>In re Facebook, Inc. Consumer Privacy User Profile Litig, 18-md-2843-VC (N.D. Cal.)</b>	<p><u>Claims Asserted/Certified</u> (for settlement): SCA; VPPA; Cal. Civ. Code §§1709, 1710; Invasion of Privacy; Breach of Contract; Negligence; Cal. UCL; Art. 1, Sec. 1 Cal. Constitution; Cal. Common Law Right of Privacy; Implied Covenant of Good Faith &amp; Fair Dealing; Unjust Enrichment; State Consumer Protection Act Claims.</p> <p><u>Claims Released:</u> All claims related to making user data and data about users' friends accessible to third parties</p> <p><u>Monetary Relief Claims Preserved?:</u> No</p>	<p><u>Class Size:</u> 253 million</p>	\$725 million	N/A	<p><u>Injunctive Relief:</u> Facebook required to provide confirmatory discovery and declarations attesting that the data-sharing practices that plaintiffs challenged have either stopped or are subject to monitoring under a 2020 consent decree between Facebook and the FTC.</p>	<p><u>FINAL:</u> Final approval granted on October 10, 2023.</p>	<p><u>Fees:</u> \$181.2 million (approximately 25% of net settlement fund; 1.99 lodestar multiplier)</p> <p><u>Expenses:</u> \$4,101,608.09</p> <p><u>Administrative Costs:</u> Public record does not reflect final expense award: at preliminary approval, anticipated administrative costs were estimated to be between \$3,500,000 and \$4,225,000</p> <p><u>Service Awards</u> \$15,000 per class representative</p>
<b>Facebook, Inc. Internet Tracking Litig, 5:12-md-2314-EJD (N.D. Cal.)</b>	<p><u>Claims Asserted/Certified:</u> Federal Wiretap Act; Stored Communications Act; CIPA; Cal. Crim. Code §§ 631, 632; Invasion of Privacy; Intrusion Upon Seclusion; Breach of Contract; Breach of Covenant of Good Faith and Fair Dealing; Cal. Civil Fraud; Trespass to Chattels; Cal. Computer Crime Law; Stat. Larceny.</p> <p><u>Claims Released:</u> any and all claims that were asserted regarding the alleged collection, storage, or internal use by Facebook of data related to browsing history obtained from cookies stored on the devices of Facebook Users who visited non-Facebook websites that displayed the Facebook Like button</p> <p><u>Monetary Relief Claims Preserved?:</u> No</p>	<p><u>Class Size:</u> 124 million</p>	\$90 million	N/A	<p><u>Injunctive relief</u> Facebook required to sequester and delete all data at issue.</p>	<p><u>FINAL:</u> Final approval granted on November 10, 2022</p>	<p><u>Fees:</u> \$26.1 million (approximately 30% of net settlement fund; 3.28 lodestar multiplier)</p> <p><u>Expenses:</u> \$393,048.87</p> <p><u>Administrative Costs</u> \$2.35 million</p> <p><u>Service awards</u> \$5,000 per federal class representative; \$3,000 per state class representative</p>

<b>TikTok, Inc. Consumer Privacy Litig. , 1:20-cv- 4699-RRP (N.D. III.)</b>	<u>Claims Asserted/Certified</u> (certified for settlement): For the nationwide class - Computer Fraud and Abuse Act, the Comprehensive Computer Data Access and Fraud Act, Video Privacy Protection Act, the California Unfair Competition Law, the California False Advertising Law, the right to privacy under article I of the California Constitution, intrusion upon seclusion, and unjust enrichment. For the Illinois Subclass - Illinois Biometric Information Act. <u>Claims Released</u> : Released all claims arising from or related to the actions or allegations. <u>Monetary Relief Claims Preserved?</u> No	<u>Class Size</u> : 89 million; 1.4 million Illinois Subclass	\$92 million	N/A	<u>Injunctive relief</u> : TikTok agreed not to do the following, unless disclosed expressly in its Privacy Policy: (1) Use the App to collect or store a user's biometric information or identifiers (as defined by applicable law); (2) Use the App to collect geolocation or GPS data; (3) Use the App to collect information in users' clipboards; (4) Use the App to transmit U.S. user data outside of the U.S.; (5) Store U.S. user data in databases outside of the U.S.; or (6) Pre-upload U.S. user-generated content. TikTok also required to perform newly designed training on data privacy compliance.	<u>FINAL</u> : Final approval granted on August 22, 2022	<u>Fees</u> : \$29.3 million (33% of common fund; 3.28 lodestar multiplier). Court used percentage of recovery method and lodestar cross-check. <u>Expenses</u> : \$789,900 <u>Administrative Costs</u> : \$3.3 million <u>Service Awards</u> : \$2,500 per class representative
<b>Lopez v. Apple, No. 4:19-cv-04577-JSW (N.D. Cal.)</b>	<u>Claims Asserted/Certified</u> (certified for settlement): Wiretap Act, California Invasion of Privacy Act, invasion of privacy under the California Constitution, breach of contract, and declaratory judgment. Other claims previously dismissed. <u>Claims Released</u> : Released all claims. <u>Monetary Relief Claims Preserved?</u> No	<u>Class Size</u> : Over 50 million	\$95 million	N/A	<u>Injunctive relief</u> : Apple required to delete pre-consent data and publish webpage explaining opt in options.	<u>PENDING</u> : Final settlement approval motion and motion for fees, costs and service awards was heard on August 22, 2025. An order is set to issue.	<u>Fees requested</u> : \$28.5 million (Approximately 30% of common fund: 1.62 lodestar multiplier requested) <u>Expenses requested</u> : \$916,125.83 <u>Administrative Costs</u> : \$3.4 million <u>Service Awards requested</u> : \$10,000 per class representative
<b>Katz-Lacabe et al v. Oracle America, Inc., No. 3:22-CV- 04792-RS (N.D. Cal.)</b>	<u>Claims Asserted/Certified</u> (certified for settlement): California Invasion of Privacy Act (CIPA) and the Florida Security of Communications Act (FSCA), as well as claims for unjust enrichment under both California and Florida law, and claims for declaratory and injunctive relief, in addition to Plaintiffs' core claims of intrusion upon seclusion and invasion of privacy under California law. <u>Claims Released</u> : Released all claims that could have been asserted in the Action. <u>Monetary Relief Claims Preserved?</u> No	<u>Class Size</u> : 220 million	\$115 million	N/A	<u>Injunctive relief</u> : Oracle required to: (1) cease collection of data; (2) and implement an audit program to review customers' compliance with contractual consumer privacy obligations	<u>FINAL</u> : Final approval granted on November 15, 2024	<u>Fees</u> : \$28.75 million (25% of common fund; 2.91 lodestar multiplier). Court used percentage of recovery method and lodestar crosscheck. <u>Expenses</u> : \$211,350.52 <u>Administrative Costs</u> : Up to \$4.8 million <u>Service Awards</u> : \$10,000 per class representative
<b>In Re: Zoom Video Communications, Inc. Privacy Litigation, 3:20-cv-02155-LB (N.D. Cal.)</b>	<u>Claims Asserted/Certified</u> (certified for settlement): (1) invasion of privacy (2) breach of implied contract, (3) breach of the implied covenant of good faith and fair dealing, (4) unjust enrichment; (5) a violation of the UCL, and (6) a violation of the CLRA. <u>Claims Released</u> : Released any and all potential claims based on the same factual predicates as the Action. <u>Monetary Relief Claims Preserved?</u> No	<u>Class Size</u> : 150 million	\$85 million	N/A	<u>Injunctive Relief</u> : Defendant required to change its business practices to improve meeting security, bolster privacy disclosures, and safeguard consumer data	<u>FINAL</u> : Final approval granted on April 21, 2022	<u>Fee</u> : \$21,250,000 million (3.17 lodestar multiplier) (25% of the settlement fund). Court used percentage of recovery method and lodestar crosscheck. <u>Expenses</u> : \$130,842.24 <u>Administrative Costs</u> : Estimated to be \$2,833,000 <u>Service Awards</u> : \$5,000 per class representative

<b>In re Facebook Biometric Information Privacy Litigation, 15- cv-03747-JD (N.D. Cal.)</b>	<p><u>Claims asserted:</u> BIPA - 740 ILCS 14/15(b); BIPA - 740 ILCS 14/15(a)  <u>Claims certified:</u> as to individuals in Illinois for whom Facebook stored a face template after June 7, 2011.  <u>Claims released:</u> Claims arising out of Facebook’s collection, storage, or dissemination of biometric data related to facial recognition from Facebook users in Illinois (excluding affiliated entities Instagram, Inc., WhatsApp Inc., and Oculus VR Inc.)  <u>Monetary Relief Claims Preserved?</u> No</p>	<u>Class Size:</u> 6.9 - 9.4 million	\$650 million	\$1,832,414.83	<u>Injunctive Relief:</u> Facebook required to: (1) set its “Face Recognition” default user setting to “off,” and delete all existing and stored face templates unless it gains express consent from the user; and (2) delete the face templates for any class members who have had no activity on Facebook for three years.	<u>FINAL:</u> Final approval granted on February 26, 2021	<p><u>Fees:</u> \$97.5 million in attorneys fees (Approximately 16.9% of common fund; 4.71 lodestar multiplier)  <u>Expenses:</u> \$915,454.37  <u>Administrative Costs:</u> \$1,828,009.89  <u>Service Awards:</u> \$7,500 per class representative</p>
<b>Adkins v. Facebook, 3:18-cv-05982-WHA (N.D. Cal.)</b>	<p><u>Claims Asserted:</u> Negligence, injunctive relief.  <u>Claims certified:</u> Injunctive relief.  <u>Claims released:</u> Negligence and declaratory relief. Release of injunctive relief and declaratory relief against Facebook; Plaintiff Adkins released all claims for monetary damages against Facebook; individual claims for damages were not released, other than attorneys’ fees, costs and expenses, and Plaintiff Adkins’ service award.  <u>Monetary Relief Claims Preserved?</u> Yes</p>	<u>Class Size:</u> 4 million	N/A	N/A	<u>Injunctive Relief Only Settlement:</u> Facebook must (1) certify that the vulnerability exploited in the attack has been eliminated and that access tokens generated through the flaw have been invalidated; (2) implement security commitments aimed at preventing future data breaches related to access tokens, including enhanced monitoring and logging of suspicious activity. <u>Period of injunction:</u> 5 years.	<u>FINAL:</u> Final approval granted on May 6, 2021.	<p><u>Fees:</u> \$6.5 million (by settlement resolution; no lodestar multiplier)  <u>Expenses:</u> Not reflected in public record  <u>Service Awards:</u> \$500 per class representative</p>
<b>In re Google Location History Litig., 5:18-cv-05062-EJD (N.D. Cal.)</b>	<p><u>Claims Asserted/Certified</u> (certified for settlement): Intrusion Upon Seclusion; Cal. Constitutional Right to Privacy; Unjust Enrichment/Breach of Contract.  <u>Claims released:</u> Any and all claims pursuant to any theory of recovery based on or arising from Google’s tracking and storing of mobile device users’ location, despite “Location History” being disabled)  <u>Monetary Relief Claims Preserved?</u> No</p>	<u>Class Size:</u> 247.7 million	N/A	\$63 million	<u>Injunctive relief:</u> Google required to 1) send a notification to all Google users who have Location History and Web & App Activity settings enabled (a) explaining how those features collect Location Information, (b) instructing them how to disable those settings, and (c) directing them to new web pages; (2) automatically delete Location History and Web & App Activity by default after at least 18 months when users opt into these settings for the first time and; (3) allow users to set their own auto-delete periods.	<u>PENDING:</u> Final approval granted May 3, 2024; Ninth Circuit appeal pending	<p><u>Fees:</u> \$18.6 million (approximately 30% of net settlement fund; 1.4 lodestar multiplier)  <u>Expenses:</u> \$151,756.23  <u>Administrative Costs:</u> Between \$561,153 and \$589,211.  <u>Service awards:</u> \$5,000 per class representative</p>
<b>Clearview AI, Inc., Consumer Privacy Litig., et al., v. Clearview AI, Inc., et al., 1:21-cv-00135-SJC (N.D. Ill.)</b>	<p><u>Claims Asserted/Certified:</u> Seven BIPA counts; Virginia Code § 8.01-40; Virginia Computer Crimes Act; California UCL; California Civ Code § 3344(A); California Right of Publicity; California Right to Privacy; N.Y. Civil Rights Law §§ 50-51; Unjust Enrichment; Decl. Judgment Act.  <u>Claims released:</u> All claims related to the collection and use of biometric data.  <u>Monetary Relief Claims Preserved?</u> No</p>	<u>Class Size:</u> 65,000–125,000	\$51.75 million	N/A	<u>None:</u> Separate settlement with the ACLU provided for injunctive relief.	<u>FINAL:</u> Final approval granted on May 12, 2025	<p><u>Fees &amp; Expenses:</u> \$20,234,250 (39.1% of the common fund), approved as all in payment for fees, expenses and claims administration  <u>Service awards:</u> Pro rata share of net settlement fund, capped at \$1,500 per class representative</p>
<b>In re Google Referrer Header Privacy Litigation, 5:10-cv- 04809-EJD (N.D. Cal.)</b>	<p><u>Claims Asserted/Certified</u> (certified for settlement): ECPA; Breach of Contract; Cal. Bus. &amp; Prof. Code § 17200; Unjust Enrichment  <u>Claims released:</u> Any and all claims arising out of the subject matter giving rise to the claims in this action, i.e., the sharing of search queries with third-party websites and companies.  <u>Monetary Relief Claims Preserved?</u> No</p>	<u>Class Size:</u> 193 million	\$23 million	N/A	<u>Injunctive relief:</u> Google must maintain certain disclosures concerning search inquiries on Google’s FAQ webpage.	<u>FINAL:</u> Final approval granted on October 16, 2023	<p><u>Fees:</u> \$5.75 million (Approximately 26 % of net settlement fund; 1.85 lodestar multiplier)  <u>Expenses:</u> \$43,634.69  <u>Administrative Costs:</u> Up to \$1 million  <u>Service Awards:</u> \$5,000 per class representative</p>

<p><b>In re: Plaid, Inc. Privacy Litigation, 20-cv-03056-DMR (N.D. Cal.)</b></p>	<p><u>Claims Asserted/Certified</u> (certified for settlement): (1) invasion of privacy – intrusion into private affairs; (2) unjust enrichment (quasi-contract claim for restitution and disgorgement; (3) violation of Article I, Section 1 of the California Constitution; 4) violation of the California Anti-Phishing Act of 2005 (“CAPA”), California Business &amp; Professions Code section 22948 et seq.; and 5) violation of California Civil Code sections 1709 and 1710. Declaratory and injunctive relief claims were previously dismissed with prejudice. <u>Claims Released</u>: Released any and all claims related to the Action. <u>Monetary Relief Claims Preserved?</u> No</p>	<p><u>Class Size</u>: 98 million</p>	<p>\$58 million</p>	<p>\$944,021.18</p>	<p><u>Injunctive Relief</u> Defendant required to: (1) delete certain data from its systems; (2) inform Class Members of their ability to manage the connections made between their financial accounts and chosen applications using Plaid and delete data stored in Plaid’s systems; (3) continue to include certain disclosures and features in Plaid’s standard Link flow; (4) minimize the data Plaid stores; (5) enhance disclosures in Plaid’s End User Privacy Policy about the categories of data Plaid collects, how Plaid uses data, and privacy controls Plaid has made available; and (6) continue to host a dedicated webpage with detailed information about Plaid’s security practices.</p>	<p><u>FINAL</u>: Final approval granted on July 20, 2022</p>	<p><u>Fees</u>: \$11 million (Approximately 19% of common fund; 2.66 lodestar multiplier). Court used percentage of recovery method and lodestar cross check. <u>Expenses</u>: \$115,920.21 <u>Administrative Costs</u> \$3,935,528.56 <u>Service Awards</u> \$5,000 per class representative</p>
<p><b>In re Yahoo! Inc. Customer Data Sec. Breach Litig., No. 16-MD-02752 LHK (N.D. Cal.)</b></p>	<p><u>Claims Asserted/Certified</u> (certified for settlement) Violation of California’s Unfair Competition Law, Customer Records Act, negligence, breach of contract, and invasion of privacy under the California Constitution. <u>Claims Released</u>: Any and all claims against Defendants related to or arising from any facts alleged in the complaints. <u>Monetary relief claims preserved?</u> No</p>	<p><u>Class Size</u>: 194 million</p>	<p>\$117.5 million</p>	<p>Final residue of settlement fund to be divided into two equal portions and distributed to the Electronic Privacy Information Center and the Center for Democracy &amp; Technology.</p>	<p><u>Injunctive relief</u> Yahoo agreed to implement concrete business practice changes including: (1) allocating at least \$66 million per year to its information security budget in 2019-2022 (four times its budget in 2013-2016); (2) employee 200 full-time security employee through the end of 2022, up from 48 in 2016; (3) align its information security program with the NIST Cybersecurity Framework; (4) undertake annual third-party assessment to ensure compliance with that framework every year for four ears beginning in 2019; and (4) strictly limit access to its User Database, enhance security training employees, adopt industry standard anomaly and intrusion detection security tools, maintain event logs for three years, and engage in proactive penetration testing.</p>	<p><u>FINAL</u>: Final approval granted on July 22, 2020</p>	<p><u>Fees</u>: \$22,763,642.70 (1.15 lodestar multiplier). Court declined to use percentage of recovery method. <u>Expenses</u>: \$1,477,609.54 <u>Service Awards</u> \$2,500 to five class representatives; \$5,000 to three class representatives; and \$7,500 to eight class representatives</p>
<p><b>In re Cap. One Consumer Data Sec. Breach Litig., 1:19-md-2915 (AJT/JFA) (E.D.Va)</b></p>	<p><u>Claims Asserted/Certified</u> (certified for settlement): Negligence, negligence per se, unjust enrichment, declaratory judgment, breach of confidence, breach of contract, breach of implied contract, California Unfair Competition Law, California Consumer Legal Remedies Act, Florida Deceptive and Unfair Trade Practices Act, New York General Business Law, Texas Deceptive Trade Practices Act, Virginia Personal Information Breach Notification Act, Washington Consumer Protection Act. <u>Claims Released</u>: Any and all claims that concern, arise out of, or relate to the Data Breach and facts alleged. <u>Monetary relief claims preserved?</u> No</p>	<p><u>Class Size</u>: 98 million</p>	<p>\$190 million</p>	<p>N/A</p>	<p><u>Injunctive relief</u> Defendant required to implement and maintain a Cyber Event Action Plan, with technology enhancements, threat detection vulnerability management, access management, data protection, cyber governance and risk management, and cyber talent and education. <u>Period of injunction</u>: 2 years</p>	<p><u>FINAL</u>: Final approval granted on September 13, 2022</p>	<p><u>Fees</u>: \$53.2 million (28% of Common Fund; 1.39 lodestar). Court used percentage of recovery method and lodestar cross check. <u>Expenses</u>: \$2,345,821.98 <u>Service Awards</u> \$5,000 per class representative</p>

<b>In re Anthem, Inc. Data Breach Litig., 15-MD-02617-LHK (N.D. Cal.)</b>	<u>Claims Asserted/Certified</u> (certified for settlement): California, New Jersey, and federal breach of contract, California and New York consumer protection, and New York unjust enrichment. <u>Claims Released</u> : Any legal claims that may arise or relate to facts alleged in the complaints filed in this litigation. Did not releasing claims to original cyber attackers. <u>Monetary relief claims preserved?</u> No	<u>Class Size</u> : 79.2 million	\$115 million	Excess funds are to be distributed first to the class; an amount no greater than the cost of one month of credit monitoring (\$416,666.66, or about 0.5 cents per Settlement Class Member) awarded to Center for Education and Research in Information Assurance Security at Purdue University.	<u>Injunctive relief</u> Anthem required to: (1) make changes to its data security systems policies by nearly tripling its spending on data security for three years; and (2) implement cybersecurity controls and reforms recommended by plaintiffs' cybersecurity experts, including changing its data retention policies, following specific remediation schedules, and conducting annual risk assessments and settlement compliance review	<u>FINAL</u> : Final approval granted on August 18, 2018	<u>Fees</u> : \$31.05 million (Approximately 27% of net settlement fund). <u>Expenses</u> : \$2,005,068.59 <u>Administrative Costs</u> \$132,000 <u>Service Awards</u> \$597,500.00 in service awards (\$7,500.00 each to 29 class representatives; \$5,000.00 each to 76 class representatives)
<b>In re Apple Inc. Device Performance Litig., No. 5:18-md-2827-EJD (N.D. Cal.)</b>	<u>Claims Asserted/Certified</u> : Computer Fraud & Abuse Act; Consumer Legal Remedies Act; Cal. UCL; Cal. False & Misleading Advertising Law; Cal. Computer Data Access & Fraud Act; Trespass to Chattels; Fraud; Constructive Fraud; Fraudulent Inducement; Breach of Contract; Breach of Duty of Good Faith & Fair Dealing; state and UK consumer protection claims <u>Claims released</u> : UCL; CLRA; non-US Named Plaintiffs release individual claims. <u>Monetary relief claims preserved?</u> No, except as to non-US owners who were not named plaintiffs in the complaint.	<u>Class Size</u> : 106 million	\$310-500 million	N/A	N/A	<u>FINAL</u> : Final approval granted on February 17, 2023	<u>Fees</u> : \$80,600,000 million (2.232 lodestar multiplier; 26% of the \$310 Settlement Fund) <u>Expenses</u> : \$995,244.93 <u>Administrative Costs</u> Up to \$12.75 M <u>Service Awards</u> \$3,500 per class representative who sat for deposition; \$1,500 per class representative who did not sit for deposition
<b>In Re: Vizio, Inc., Consumer Privacy Litigation, 16-mj-02693-JLS-KES (C.D. Cal.)</b>	<u>Claims Asserted/Certified</u> (certified for settlement): Wiretap Act and injunctive relief claims. Also brought claims under the Video Privacy Protection Act and state law common law fraud, negligent misrepresentation and consumer protection claims, which did not survive. <u>Claims Released</u> : Plaintiffs released all claims "that arise out of or relate directly or indirectly in any manner whatsoever to facts alleged or that could have been alleged or asserted in this action." <u>Monetary Relief Claims Preserved?</u> No	<u>Class Size</u> : 11 million	\$17 million	\$37,073.41	<u>Injunctive relief</u> Vizio required to: (1) delete pre-consent data collected from class members; and (2) implement prominent on-screen disclosures and opt-out forms regarding data collection	<u>FINAL</u> : Final approval granted on July 31, 2019.	<u>Fees</u> : \$5.61 million (Approximately 33% of net settlement fund; 1.09 lodestar multiplier). Court used percentage of recovery method and lodestar cross check. <u>Expenses</u> : \$181,808.59 <u>Administrative Costs</u> \$122,830.65 <u>Service Awards</u> \$5,000 per class representative
<b>Matera et al. v. Google LLC, No. 5:15-cv-04062-LHK (N.D. Cal.)</b>	<u>Claims Asserted/Certified</u> (certified for settlement): California Invasion of Privacy Act and the Electronic Communications Privacy Act. <u>Claims Released</u> : Released all claims which could have been asserted in the Action. However, no settlement class member, with the exception of named representatives, will release any claim for monetary damages under CIPA or ECPA. <u>Monetary Relief Claims Preserved?</u> Yes	<u>Class Size</u> : 10 million	N/A	N/A	<u>Injunctive relief only settlement</u> Three-year injunction barring Google from processing email content from non-Gmail users for advertising purposes.	<u>FINAL</u> : Final approval granted on February 9, 2018	<u>Fees</u> : \$2.2 million (1.067 lodestar multiplier). Court used lodestar method. <u>Expenses</u> : \$51,421.93 <u>Administrative Costs</u> \$123,500 <u>Service Awards</u> \$2,000 per plaintiff

<p><b><i>In re</i> Lenovo Adware Litig. , 15-md-02624-HSG (N.D. Cal.)</b></p>	<p><u>Claims Asserted/Certified</u>: Computer Fraud &amp; Abuse Act; Wiretap Act; Cal. Unfair Competition Law; Cal. Consumer Legal Remedies Act; Cal. Computer Crime Law; Cal. Invasion of Privacy Act; Trespass to Chattels (Cal. &amp; NY); NY Deceptive Acts &amp; Practices Statute  <u>Claims released</u>: All claims which have or could have been asserted against Defendants in this litigation stemming from spyware (installed in certain Lenovo laptops by judgment-proof co-defendant) that could be used to track and intercept web browsing activity.  <u>Monetary Relief Claims Preserved</u>: No</p>	<p><u>Class Size</u>: 500,000</p>	<p>\$8.3 million</p>	<p>\$85,627.15</p>	<p><u>Injunctive relief</u>: n/a (separate consent decree with FTC and 32 state attorney generals)</p>	<p><u>FINAL</u>: Final approval granted on April 24, 2019</p>	<p><u>Fees</u>: \$2.49 million (Approximately 33 % of net settlement fund; 0.51 lodestar multiplier)  <u>Expenses</u>: \$340,798.70  <u>Administrative Costs</u>: \$483,256.80  <u>Service Awards</u> \$5,000 per class representative</p>
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