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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

C.H., a minor, by and through their guardian
ad litem NICHOLE HUBBARD, et al.,

Plaintiffs,

v.

GOOGLE LLC, et al.

Defendants.

Case No. 5:19-cv-07016-SVK

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION TO GRANT FINAL
SETTLEMENT APPROVAL**

Judge: Hon. Susan van Keulen
Date: January 13, 2026
Time: 10:00 a.m.
Courtroom: 6, 4th Floor
(Videoconference)

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NOTICE OF MOTION AND MOTION

TO THE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that, on January 13, 2026, at 10:00 a.m., in Courtroom 6, 4th Floor, of this Court, located at 280 South 1st Street, San Jose, CA 95113, which hearing shall be held by videoconference, Plaintiffs C.H., a minor, by and through their guardian *ad litem* Nichole Hubbard; E.J., N.J., A.J., and L.J., minors, by and through their guardian *ad litem* Cara Jones; J.A.E. and J.R.E., minors, by and through their guardian *ad litem* Justin Efros; M.W., a minor, by and through their guardian *ad litem* Renee Gilmore; A.G., a minor, by and through their guardian *ad litem* Jay Goodwin; T.B. and S.B., minors, by and through their guardian *ad litem* Derek Buchanan; D.T. and D.T., minors, by and through their guardian *ad litem* Amanda Seeley; B.H., a minor, by and through their guardian *ad litem* Jason Hoffman; P.A. and J.A., minors, by and through their guardian *ad litem* Antonio Alvarez; S.H. and D.M, minors, by and through their guardian *ad litem* Veronica Hicks; C.L.P., a minor, by and through their guardian *ad litem* Sarah Dunaway; A.A., a minor, by and through their guardian *ad litem* Pennie Frazier; J.C. and E.M., minors, by and through their guardian *ad litem* Lezlie Collins; L.D., D.D., A.D, minors, by and through their guardian *ad litem* Hollie Dorso; E.B., A.B., C.B., Z.B., and I.B., minors, by and through their guardian *ad litem* Steven Burda; M.W., B.N., and W.N., minors, by and through their guardian *ad litem* Michelle Wall; G.W., a minor, by and through their guardian *ad litem* Doug Wilkerson; and M.W.D., C.J.D., and C.A.D., minors, by and through their guardian *ad litem* Billy Dardanelli (collectively, “Plaintiffs”), will and hereby do respectfully move the Court for approval of the settlement class and final settlement approval, as prescribed in the proposed Final Approval Order submitted herewith. A Final Judgment is also submitted herewith.

Plaintiffs’ motion is based upon this Notice; the accompanying Memorandum of Points and Authorities in support; the Joint Declaration of Steven L. Bloch and Jonathan K. Levine in Support of Plaintiffs’ Motion for Preliminary Approval (ECF No. 333-11) (“Joint Decl.”) and all exhibits thereto; the Declaration of Elaine Pang in Support of Plaintiffs’ Motion for Preliminary Approval (ECF No. 333-2); the Declaration of Elaine Pang on Implementation of Notice Plan filed herewith and all exhibits thereto; the reply memorandum Plaintiffs will file in further support of their Motion for Final

Settlement Approval; the Declaration of Elaine Pang in Further Support of Plaintiffs’ Motion for Final Settlement Approval that Plaintiffs will file; the orders, pleadings, and files in this action; and such other evidence as the Court may allow.

STATEMENT OF THE ISSUES TO BE DECIDED

The issues to be decided on this Motion are:

1. Whether the Settlement Class should be certified for final approval under Fed. R. Civ. P. 23(b)(3); and
2. Whether the Settlement should receive final approval under Fed. R. Civ. P. 23(e)(2).

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

After nearly six years of hard-fought litigation, Defendants Google LLC and YouTube LLC (together, “Google”) will pay \$30 million to settle this action.¹ The \$30 million cash payment by Google is non-reversionary, provides meaningful compensation to Settlement Class Members and represents a significant portion of potentially recoverable damages for the Settlement Class.² This is an excellent result for a case involving alleged privacy violations based on the Children’s Online Privacy Protection Act, (“COPPA”), 15 U.S.C. § 6501, *et seq.*, and a significant result more generally in cases alleging similar data-privacy violations.

On September 23, 2025, the Court granted Plaintiffs’ Motion for Preliminary Approval of the Settlement, finding the proposed settlement “fair, reasonable, and adequate” on a preliminary basis, approving the notice plan, and directing notice to the Settlement Class. ECF No. 341 (the “Preliminary Approval Order”). Since the Court’s grant of preliminary approval, notice has been disseminated to the Settlement Class, and no other facts detailed in the preliminary approval briefing have changed that would affect the Court’s ability to grant final approval.

¹ Google has not admitted liability or wrongdoing.

² Unless otherwise defined, all capitalized terms herein are as defined in the parties’ Settlement Agreement (ECF No. 333-13). Citations to the Settlement Agreement shall be “SA ¶ ____.”

Pursuant to Fed. R. Civ. P. 23 and the Northern District Procedural Guidance for Class Action Settlements, Plaintiffs respectfully request that the Court certify the Settlement Class and grant final approval of the Settlement.

II. BACKGROUND

Following the 2019 enforcement action by the Federal Trade Commission and the New York State Attorney General against Google for its alleged collection and use of minors' personal information on YouTube without parental consent in violation of COPPA (which prohibits any operator of a commercial website or online service directed to children under 13 years of age from collecting specified online personal identifying information from such children without first obtaining verified parental consent), Plaintiffs filed this Action on behalf of themselves and millions of other children nationwide under the age of 13 who allegedly watched children's videos on YouTube and allegedly had their personal information taken and used by Google without their parents' knowledge or consent, in violation of COPPA and multiple state laws, from July 1, 2013 to April 1, 2020. *See* Preliminary Approval Motion (ECF No. 333) at 4-5.³ Following numerous challenges to the pleadings (*see, e.g.*, ECF Nos. 64-65, 93, 125, 161-162, 166, 203, 295), a successful appeal to the Ninth Circuit (*see Jones v. Google LLC*, 73 F.4th 636 (9th Cir. 2023)), and extensive discovery, the parties reached a mediated settlement, which was memorialized in the Settlement Agreement ("Agreement" or "SA").⁴ The Agreement provides significant and immediate relief to Settlement Class Members. ECF No. 333-11 at ¶¶ 4-13.

On September 23, 2025, the Court granted preliminary approval of the proposed Settlement and certified a nationwide settlement class defined to include "all persons in the United States who, at any time during the Settlement Class Period, were under 13 years old, and watched content

³ In the interest of brevity, Plaintiffs will not repeat the entire background of the litigation here and respectfully incorporate by reference the factual and procedural history as set forth in Plaintiffs' Motion for Preliminary Approval (ECF No. 333) and the Declarations in support thereof (ECF Nos. 333-2 and 333-11), and the Court's Preliminary Approval Order (ECF No. 341).

⁴ The Settlement agreement was filed as Ex. 2 to the Joint Decl. in Support of Plaintiffs' Motion for Preliminary Settlement Approval (ECF No. 333-11). All capitalized terms are defined in the Settlement Agreement.

allegedly directed to children on YouTube” (the “Settlement Class”). ECF No. 341 (“Preliminary Approval Order”). The Preliminary Approval Order also: (i) appointed Plaintiffs to serve as Settlement Class Representatives, Plaintiffs’ counsel to serve as Settlement Class Counsel, and A.B. Data to serve as Settlement Administrator; (ii) approved the manner and form of providing notice to the Settlement Class; and (iii) set a schedule for potential opt-outs and objections and for final approval of the Settlement. ECF No. 341 at 14-17.

III. THE SETTLEMENT AND IMPLEMENTATION OF THE NOTICE PLAN

A. The Settlement

The Settlement provides for Google to make a \$30 million, non-reversionary cash payment to create a Settlement Fund, out of which costs of notice and administration will be paid, any attorneys’ fees and costs awarded to Settlement Class Counsel will be paid, service awards will be paid, and the balance will then be distributed on a pro rata basis to all Settlement Class Members who file valid and timely claims. *See* Joint Decl., ¶ 14; SA, ¶¶ 1.48, 3.9-3.11. Google does not admit liability or wrongdoing.

In exchange for Settlement Class benefits, the Settlement Agreement proposes to release Google from all claims “that in any way relate to or arise from the allegations in the Class Action Complaint(s),” including claims that have not been asserted but “could have been brought by a parent or legal guardian on behalf of a minor child.” *See* SA, ¶ 1.35.

As set forth in the Settlement Agreement, and in accordance with the Procedural Guidance for Class Action Settlements in this District, Plaintiffs have filed their attorneys’ fee request prior to the date for Settlement Class Members to object or exclude themselves from the Settlement. *See* SA, ¶ 11.2. Approval of the Settlement is expressly not contingent upon approval of Plaintiffs’ fee request, and there is no clear sailing agreement: Google has reserved its right to oppose Plaintiffs’ fee request. SA, ¶ 11.1. Plaintiffs seek fees for their counsel in an amount not exceeding \$9,000,000, which represents 30% of the Settlement Fund. In addition, Plaintiffs seek reimbursement of \$163,895.42 in litigation expenses.

Under the Settlement, the 34 Plaintiffs, by and through their respective 18 guardians *ad litem*, have been appointed as Settlement Class Representatives, and, for the work the 18 guardians *ad*

1 *litem* to advance the litigation on behalf of Plaintiffs and the Settlement Class, Plaintiffs seek
2 approval of service awards of up to \$1,500 for each of the guardians *ad litem*. See SA, ¶ 11.7. As
3 with Plaintiffs’ fee request, approval of the Settlement is expressly not contingent upon the payment
4 or amount of service awards to the guardians *ad litem* for the Plaintiffs. SA, ¶ 11.1.

5 **B. Notice and Administration**

6 **1. The Notice Plan**

7 Notice has been disseminated to Settlement Class Members, consistent with the Notice Plan
8 approved by the Court. See Pang Declaration Regarding Implementation of Notice Plan (“Pang
9 Implementation of Notice Decl.”) attached hereto. Beginning October 23, 2025, digital banner and
10 social media advertising appeared on various websites and social media and other programmatic
11 platforms, and A.B. Data is also deploying targeted digital and social media advertising to reach
12 users. *Id.* ¶ 7. As of November 3, 2025, this advertising delivered 62,068,720 of the 183,200,000
13 gross impressions. *Id.* Digital and social media advertising will continue to appear until November
14 22, 2025. *Id.*

15 On October 23, 2025, AB Data distributed a news release via PR Newswire’s US1 and
16 Multicultural Newslines, and provided information to followers on X. *Id.* ¶¶ 14-15. On October 23,
17 2025, the Settlement website, www.YouTubePrivacySettlement.com, was activated, providing,
18 among other things, a downloadable version of the Long-Form Notice, a detailed summary of the
19 Settlement’s terms, functionality for Settlement Class Members (or their parents or guardians) to
20 submit their claims online (or exclude themselves from the Settlement), all relevant documents,
21 important dates, and any pertinent updates concerning the litigation or Settlement process. *Id.* ¶ 17.
22 As of November 3, 2025, there have been 230,989 unique visitors to the website. *Id.* In addition, on
23 October 23, 2025, A.B. Data established the case-specific toll-free telephone number with an
24 automated interactive voice response system and live operators to address inquiries along with the
25 case-specific email address. *Id.* ¶¶ 16-17. As of November 3, 2025, there has been 1 call to the toll-
26 free telephone number and A.B. Data has received 33 emails. *Id.* ¶¶ 16, 18.

2. Claims, Objections, and Exclusions

The deadline for Settlement Class Members to request exclusion is December 8, 2025. As of November 3, 2025, A.B. Data has received zero (0) exclusion requests. *Id.* ¶ 19. A.B. Data will continue to receive, process, and report on any exclusion requests, and the complete list of exclusion requests will be provided to the Court in connection with Plaintiffs’ reply in support of Final Settlement Approval, which will be filed on December 18, 2025. *Id.* The deadline for Settlement Class Members to object and/or request to speak in person at the Final Approval Hearing is December 8, 2025. As of November 3, 2025, A.B. Data has not received or been made aware of any objections and/or requests to speak in person at the Final Approval Hearing. *Id.* ¶ 20.

In addition, as of November 3, 2025, A.B. Data has received 363,725 claims *Id.* ¶ 24.

IV. THE SETTLEMENT MERITS FINAL APPROVAL

There is a “strong judicial policy that favors settlements, particularly where complex class action litigation is concerned.” *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992). To approve a class settlement, a court must determine that the settlement is “fair, reasonable, and adequate.” *In re Apple Inc. Device Performance Litig.*, 50 F.4th 769, 780 (9th Cir. 2022) (quoting Rule 23(e)(2)). In reviewing a proposed settlement, a court need not address whether the settlement is ideal or the best outcome, but only whether the settlement is fair, free of collusion, and consistent with plaintiffs’ fiduciary obligations to the class. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998).

In deciding whether to approve the Settlement, the Court balances multiple considerations. In *Hanlon*, the Ninth Circuit identified several factors relevant to assessing a settlement proposal: (i) the strength of the plaintiffs’ case; (ii) the risk, expense, complexity, and likely duration of further litigation; (iii) the risk of maintaining class action status through the trial; (iv) the amount offered in settlement; (v) the extent of discovery completed and the state of the proceedings; (vi) the experience and views of counsel; (vii) the presence of a governmental case participant; and (viii) the reaction of class members to the proposed settlement. *Emetoh v. FedEx Freight, Inc.*, 2020 WL 6216763, at

*3 (N.D. Cal. Oct. 22, 2020) (citing *Hanlon*, 130 F.3d at 1026).⁵

Rule 23(e)(2) similarly instructs that the Court’s approval order include a finding that: “(A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm’s length; (C) the relief provided for the class is adequate, ... and (D) the proposal treats class members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2). Finally, “[a]dequate notice is critical to court approval of a class action settlement under Rule 23(e).” *Hanlon*, 150 F.3d at 1025. As discussed below, all of the settlement approval factors applicable to this case weigh in favor of approval and that Settlement Class Members received adequate notice.

A. Adequacy of Notice

In the Preliminary Approval Order, the Court found that the proposed Notice Plan contemplated by the parties and A.B. Data met Rule 23’s requirement to direct the best notice practicable to all Settlement Class Members who will be bound by the proposed Settlement. *See* ECF No. 341 at 14-15. As discussed, *supra*, the Notice Plan previously approved by the Court was implemented as ordered. Specifically, A.B. Data implemented the approved comprehensive digital and social media notice program, ran a paid keyword search campaign, issued a press release about the Settlement, and established a dedicated Settlement website and toll-free telephone line. *See* Section III.B.1, *supra*; *see* Pang Implementation of Notice Decl. Accordingly, the parties have sufficiently provided the best practicable notice to Settlement Class Members in compliance with Rule 23(c)(2)(B).

B. The *Hanlon* Factors

1. Strength of Plaintiffs’ Case and Litigation Risk

Under the first two *Hanlon* factors, courts analyze “objectively the strengths and weaknesses inherent in the litigation and the impact of those considerations on the parties’ decisions to reach [a settlement].” *Edwards v. Nat’l Milk Producers Fed’n*, 2017 WL 3622374, at *6 (N.D. Cal. June 26, 2017), *aff’d sub nom. Edwards v. Andrews*, 846 F.App’x 538 (9th Cir. 2021). Difficulties and risks

⁵ Because there was no government participation in this case, this *Hanlon* factor does not apply and is not addressed herein. *Betorina v. Randstad US, L.P.*, No. 3:15-cv-03646-EMC, 2017 WL 1278758, at *9 (N.D. Cal. Apr. 6, 2017).

1 in litigating weigh in favor of approving a class settlement. *See Rodriguez v. W. Publ'g Corp.*, 563
2 F.3d 948, 966 (9th Cir. 2009).

3 Here, as the Court previously found, the amount of the Settlement is reasonable given the
4 complexity and length of this litigation, and the substantial risk Plaintiffs would face in litigating
5 the case given the nature of the asserted claims. *See* ECF No. 341 at 6-8. Given Google's willingness
6 to vigorously defend against this action, Plaintiffs would not be guaranteed a favorable result. *Id.*
7 The risks, expense, complexity and likely duration of litigation also weigh in favor of approving the
8 settlement. *Id.* at 8; *Lilly v. Jamba Juice Co.*, 2015 WL 2062858, at *5 (N.D. Cal. Mar. 18, 2025).

9 Further litigation would have required significant expense for discovery, experts, and trial,
10 all of which would ultimately be deducted from the Class's recovery – if any. *See* ECF No. 333 at
11 14-15. In addition, Plaintiffs faced the additional complexity from further litigation, including the
12 need for extensive expert analysis and synthesis of complex data logs and tables and the use of
13 aggregate information to prove Plaintiffs' claims. *Id.* at 15. Absent a settlement, the litigation would
14 likely continue for many years before resolution, given the likelihood of one or both parties
15 appealing. *Id.* Google has been a formidable opponent throughout the litigation and had appellate
16 avenues and substantial resources to challenge any class certification or summary judgment orders
17 favorable to Plaintiffs, and any relief Plaintiffs would be able to secure at trial. In reaching a
18 settlement, Plaintiffs have ensured a favorable recovery for the Settlement Class and avoided these
19 risks. *See Rodriguez*, 563 F.3d at 966 (finding litigation risks weigh in favor of approving class
20 settlement). These considerations weigh in favor of granting final settlement approval.

21 **2. Risk of Maintaining Class Action Status**

22 In considering this factor, the Court looks to the risk of obtaining and maintaining class
23 certification if the litigation were to proceed. Certifying a litigation class (as opposed to a settlement
24 class) encompassing tens of millions of minor children around the United States presents significant
25 and complex manageability issues that could prevent or undermine class certification had the case
26 not settled. *See, e.g., In re Apple Inc. Device Performance Litig.*, 2023 WL 2090981, at *14 (N.D.
27 Cal. Feb. 17, 2023), appeal dismissed, 2023 WL 10447843 (9th Cir. Aug. 8, 2023) (plaintiffs faced
28 "serious risks" on class certification given disputed individualized issues); *Destefano v. Zynga, Inc.*,

No. 12-cv-04007-JSC, 2016 WL 537946, at *17 (N.D. Cal. Feb. 11, 2016) (noting the “substantial” risk associated with “obtaining [and maintaining] class certification”). Accordingly, this factor weighs in favor of settlement.

3. The Amount Offered in Settlement

The amount offered in the Settlement is another factor that weighs in favor of final approval. “Immediate receipt of money through settlement, even if lower than what could potentially be achieved through ultimate success on the merits, has value to a class, especially when compared to risky and costly litigation.” *In re LinkedIn User Privacy Litig.*, 2015 U.S. Dist. LEXIS 123130, at *22 (N.D. Cal. Sept. 15, 2015); *see also In re Shell Oil Refinery*, 155 F.R.D. 552, 560 (E.D. La. 1993). As set forth in the Preliminary Approval Order, the Settlement creates a cash fund of \$30 million, which Plaintiffs estimate constitutes a significant recovery in relation to the potentially recoverable damages in this case for Plaintiffs’ privacy claims. ECF No. 341 at 7. Plaintiffs estimate that the \$30 million Settlement here represents between 58% and 86% of potentially recoverable damages and that based on the expected claims rate, Settlement Class Members may receive between \$30.00 and \$60.00 each, before deducting for settlement costs, fees, expenses and service awards. *Id.* This is a significant recovery and falls well within the range of reasonableness in light of the risks and costs of litigation. *See, e.g., Hendricks v. Starkist Co.*, 2016 WL 5462423, at *12 (N.D. Cal. Sept. 29, 2016), *aff’d sub nom. Hendricks v. Ference*, 754 F. App’x 510 (9th Cir. 2018); *Stovall-Gusman v. Granger, Inc.*, 2015 WL 3776765, at *4 (N.D. Cal. June 17, 2015) (granting final approval of a net settlement representing 7.3% of potential damages recoverable at trial). This factor therefore weighs in favor of approval.

4. Extent of Discovery Completed and Stage of Proceedings

Settlement Class Counsel had sufficient information to make an informed decision about the merits of the case. *See In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000). Plaintiffs were able to reach this Settlement only after the parties conducted significant discovery, briefed multiple rounds of motions to dismiss, an appeal before the Ninth Circuit, and were preparing for the class certification phase of the case. *See* Joint Decl., ¶¶ 5-11. Through this process, the parties received, examined, and analyzed information, documents, and materials that sufficiently enabled

1 them to assess the likelihood of success on the merits. This factor weighs in favor of approval. *See*
 2 *Kumar v. Salov N. Am. Corp.*, 2017 WL 2902898, at *7 (N.D. Cal. July 7, 2017), *aff'd*, 737 F.App'x
 3 341 (9th Cir. 2018) (granting final approval of class action settlement that “occurred only after
 4 extensive litigation” and discovery); *Destefano v. Zynga, Inc.*, 2016 WL 537946, at *12 (N.D. Cal.
 5 Feb. 11, 2016) (finding this factor weighed in favor of approval where parties engaged in pre-filing
 6 investigation, motion to dismiss briefing, discovery, and mediation).

7 **5. Experience and Views of Counsel**

8 “The recommendations of plaintiffs’ counsel should be given a presumption of
 9 reasonableness.” *See In Re Omnivision*, 559 F. Supp. 2d 1036, 1043 (N.D. Cal. 2008) (internal
 10 quotation marks and citation omitted). The reason for this presumption is that “[p]arties represented
 11 by competent counsel are better positioned than courts to produce a settlement that fairly reflects
 12 each party’s expected outcome in litigation[.]” *See Rodriguez*, 563 F.3d at 967 (internal quotation
 13 marks and citation omitted); *see also, Nat’l Rural Telcoms. Coop. v. DIRECTV, Inc.*, 221 F.R.D.
 14 523, 528 (C.D. Cal. 2004) (“‘Great weight’ is accorded to the recommendation of counsel, who are
 15 most closely acquainted with the facts of the underlying litigation.”) (quoting *In re Painwebber*
 16 *Ltd. P’ships Litig.*, 171 F.R.D. 104, 125 (S.D.N.Y. 1997)); *Bellinghausen v. Tractor Supply Co.*,
 17 2014 WL 1289342, at *8 (N.D. Cal. Mar. 20, 2015) (“The trial court is entitled to, and should, rely
 18 upon the judgment of experienced counsel for the parties.”).

19 As set forth in the Preliminary Approval Order, the Court evaluated Settlement Class
 20 Counsels’ qualifications and experience and found that Settlement Class Counsel are highly
 21 qualified to capably represent the Settlement Class in this matter. *See* ECF No. 341 at 14. In addition,
 22 the Court found that the Settlement is supported by Settlement Class Counsel as fair, reasonable,
 23 and adequate. *See id.* at 9 (citing Joint Decl., ¶ 21). The record demonstrates that Settlement Class
 24 Counsel engaged in settlement discussions with Google only after significant motion practice and
 25 discovery, and only after adequately assessing the risks of continuing the litigation. Settlement Class
 26 Counsels’ endorsement thus weighs in favor of approving the Settlement.

27 **6. Reaction of Class Members**

28 The reaction of the Settlement Class Members also supports final approval. “[T]he absence

of a large number of objections to a proposed class action settlement raises a strong presumption that the terms of the proposed class action settlement are favorable to the class members.” *Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 528-29 (C.D. Cal. 2004); *In re LinkedIn User Privacy Litig.*, 309 F.R.D. 573, 589 (N.D. Cal. 2015) (“A low number of opt-outs and objections in comparison to class size is typically a factor that supports settlement approval.”).

Class notice was implemented in accordance with the Notice Plan approved by the Court, and Settlement Class Members were informed of the requirements to object to or exclude themselves from the settlement. The deadline for Settlement Class members to object or exclude themselves is December 8, 2025. ECF 341 at 16. To date, as discussed, *supra*, A.B. Data has received no objections and zero (0) exclusions. *See* Pang Implementation of Notice Decl. at ¶¶ 19-20. The lack of objections and exclusions, particularly in light of the large size of the class (in the tens of millions) preliminarily indicates overwhelming support among Settlement Class Members and weighs in favor of approval. *See, e.g., Churchill Village LLC v. Gen. Elec.*, 361 F.3d 566, 577 (9th Cir. 2004) (affirming settlement where 45 of approximately 90,000 objected). Plaintiffs will supplement the information regarding the total number of objections and exclusions in their Reply in Support of Final Settlement Approval, which will be filed after the December 8th objection/exclusion deadline. To date, A.B. Data has received 363,725 claims, which likewise reflects the favorable support of Settlement Class Members. *See* Pang Implementation of Notice Decl. at ¶ 24. Plaintiffs will also supplement the information regarding the total number of claims in their Reply in Support of Final Settlement Approval.

C. The Rule 23(e)(2) Requirements

“In 2018, Congress amended Rule 23(e)(2) to provide specific factors for a district court to consider in determining whether a settlement is ‘fair reasonable and adequate.’” *McKinney-Drobnis v. Oreshack*, 16 F.4th 594, 607 (9th Cir. 2021) (citing Fed. R. Civ. P. 23(e)(2)). Many of these overlap with the considerations that are required by *Hanlon*. *See Chang v. Wells Fargo Bank, N.A.* 2023 WL 6961555, at *3 (N.D. Cal. Oct. 19, 2023) (final approval analyzed and approved under combined Rule 23(e)(2) and *Hanlon* factors). The non-overlapping Rule 23(e)(2) factors below likewise weigh in favor of final approval.

1. Arm's Length Negotiations

The first factor considers the circumstances under which the parties settled. *Mendez v. C-Two Grp., Inc.*, No. 2017 WL 1133371, at *4 (N.D. Cal. Mar. 27, 2017). “An initial presumption of fairness is usually involved if the settlement is recommended by class counsel after arm’s-length bargaining.” *Id.* (quoting *Harris v. Vector Mktg. Corp.*, 2011 WL 1627973, at *8 (N.D. Cal. Apr. 29, 2011)).

In granting preliminary approval, the Court found that the Settlement resulted from informed, arms-length negotiations after six years of litigation and with the parties’ informed knowledge of the strengths, weaknesses, and value of the claims. *See* ECF No. 341 at 5–6; ECF NO. 333-11 at ¶ 17. That remains true. *See Linney v. Cellular Alaska P’ship*, 1997 WL 450064, at *5 (N.D. Cal. July 18, 1997), *aff’d*, 151 F.3d 1234 (9th Cir. 1998) (“The involvement of experienced class action counsel and the fact that the settlement agreement was reached in arm’s length negotiations, after relevant discovery had taken place create a presumption that the agreement is fair.”); *Mendez v. C-Two Grp., Inc.*, No. 2017 WL 1133371, at *4 (N.D. Cal. Mar. 27, 2017). All parties were represented by seasoned counsel who pursued their clients’ interests. Prelim Approval Order at 6. And the Settlement was the product of arms’ length negotiations before a neutral and independent mediator. *See Satchell v. Fed. Express Corp.*, 2007 WL 1114010, at *4 (N.D. Cal. Apr. 13, 2007) (“The assistance of an experienced mediator in the settlement process confirms that the settlement is non-collusive.”).

2. The Settlement Treats Settlement Class Members Fairly and Equally

The second factor is whether the proposed settlement provides preferential treatment to any Settlement Class Member. In granting preliminary approval, the Court found that the Settlement does not provide preferential treatment to any Settlement Class Member. ECF No. 341 at 6 (*citing Mendez*, 2017 WL 1133371, at *4). Nothing has changed. The Settlement Class definition is objective, comports with the release of liability, aligns with the operative facts and claims, and makes it easy for all settlement class members to self-identify. *See Nicodemus v. Saint Francis Mem’l Hosp.*, 3 Cal. App. 5th 1200, 1212 (2016) (a class definition should “use terminology that will convey sufficient

meaning to enable persons hearing it to determine whether they are members of the class”) (internal quotation marks and citations omitted). The proposed Claim Form allows Settlement Class Members to submit claims online or by mail by checking a few boxes to confirm their membership in the Settlement Class. Finally, with regard to the Settlement benefits, the Plan of Allocation treats all Settlement Class Members equally (on a pro rata basis, *see* Joint Decl., ¶ 14; SA, ¶¶ 1.48, 3.9-3.11), and the same as each of the Plaintiffs.

D. The Settlement Class Should Be Certified

In the Preliminary Approval Order, the Court found that, for settlement purposes, on a preliminary basis: the proposed Settlement Class was sufficiently numerous to satisfy Rule 23(a)(1); that there were common questions of law and fact sufficient to satisfy Rule 23(a)(2); that the claims of the proposed Settlement Class Representatives were typical of the claims of the Settlement Class and therefore satisfied Rule 23(a)(3); and that Class Counsel and the Settlement Class Representatives would (and had) fairly and adequately represent the interests of the Class and satisfied Rule 23(a)(4). ECF No. 341 at 9-12. The Court also preliminarily found that common questions predominate over individual questions and that a class action is superior to other methods for adjudicating the case, and therefore that the case satisfies Rule 23(b)(3). *Id.* at 12-14. Since the date of the Preliminary Approval Order, there have been no changes that would affect the Court’s analysis of Rule 23(a) or 23(b)(3), and the Court should certify the Settlement Class for Final Settlement Approval.

V. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request the Court certify the Settlement Class and grant final approval to the Settlement, as set forth in the proposed Final Approval Order.

DATED: November 3, 2025

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on November 3, 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