

1 Elizabeth C. Pritzker (Cal. Bar No. 146267)
 Jonathan K. Levine (Cal. Bar No. 220289)
 2 Bethany Caracuzzo (Cal. Bar No. 190687)
 Caroline Corbitt (Cal Bar No. 305492)
 3 **PRITZKER LEVINE LLP**
 4 1900 Powell Street, Suite 450
 Emeryville, CA 94608
 5 Tel.: (415) 692-0772
 Fax: (415) 366-6110
 6 *ecp@pritzkerlevine.com*
 7 *jkl@pritzkerlevine.com*
bc@pritzkerlevine.com
 8 *ccc@pritzkerlevine.com*

9 *Interim Class Counsel*

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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 FOR AN AWARD OF
ATTORNEYS’ FEES AND EXPENSES**

This document applies to all actions.

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

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4 *In re Facebook Consumer Priv. User Profile Litig.*,
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 7 No. 23-3550, 2025 WL 484621 (9th Cir. Feb. 13, 2025)23

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 25 611 F. Supp. 3d 872 (N.D. Cal. 2020),
 26 *aff'd sub nom. In re Google Inc. St. View Elec. Commc'ns Litig.*,
 27 21 F.4th 1102 (9th Cir. 2021)11

28 *Hanlon v. Chrysler Corp.*,
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 4 17 P.3d 735 (Cal. 2001)23

5 *Krumme v. Mercury Ins. Co.*,
 6 123 Cal. App. 4th 924 (2004)20

7 *LeBlanc-Sternberg v. Fletcher*,
 8 143 F.3d 748 (2d Cir. 1998).....24

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11 *Littlejohn v. Copland*,
 12 819 F. App’x 491 (9th Cir. 2020)21

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15 *Matera v. Google LLC*,
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19 *Moreno v. City of Sacramento*,
 20 534 F.3d 1106 (9th Cir. 2008).....15

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23 *In re Nat’l Collegiate Athletic Ass’n Athletic Grant-in-Aid Cap Antitrust Litig.*,
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25 *In re Online DVD-Rental Antitrust Litig.*,
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5 *Rodman v. Safeway Inc.*,
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7 *Serrano v. Unruh*,
 8 32 Cal.3d 621 (1982)4

9 *St. Louis Police Ret. Sys. v. Severson*,
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11 *Staton v. Boeing*,
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15 *Stetson v. Grissom*,
 16 821 F.3d 1157 (9th Cir. 2016).....23

17 *Thurman v. Yellow Freight Sys., Inc.*,
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 22 No. 2672 CRB, 2017 WL 1047834 (N.D. Cal. Mar. 17, 2017).....16

23 *Vizcaino v. Microsoft Corp.*,
 24 142 F. Supp. 2d 1299 (W.D. Wash. 2001),
 25 *aff’d*, 290 F.3d 1043 (9th Cir. 2002)9

26 *Vizcaino v. Microsoft Corp.*,
 27 290 F.3d 1043 (9th Cir. 2002)..... passim

28 *Wal-Mart Stores, Inc. v. Dukes*,
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1 *Yong Soon Oh v. AT & T Corp.*,
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3 **STATUTES**

4 Cal. Civ. Proc. Code § 1021.54

5 **RULES**

6 Fed. R. Civ. P. 23(h).....4

7 **OTHER AUTHORITIES**

8 *5 Newberg and Rubenstein on Class Actions* § 15:8113

9 Theodore Eisenberg & Geoffrey P. Miller,
 10 *Attorneys’ Fees and Expenses in Class Action Settlements: 1993-2008*,
 7 J. Empirical L. Stud. 248 (2010)11

11 Theodore Eisenberg et al.,
 12 *Attorneys’ Fees in Class Actions 2009-2013*,
 92 N.Y.U. Law Review 937 (2017)11

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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**,¹ the undersigned plaintiffs will appear before the Honorable Yvonne Gonzalez Rogers of
4 the United States District Court for the Northern District of California to move the Court for an order
5 granting an award of attorneys’ fees and expenses to plaintiffs’ counsel. As set forth in the parties’
6 Settlement Agreement (“SA”), plaintiffs and defendant Google did not discuss attorneys’ fees and
7 expenses during settlement negotiations and, while Google does not dispute that plaintiffs’ counsel
8 are entitled to an award of attorneys’ fees and expenses, Google has reserved the right to contest the
9 reasonableness of the amounts requested in this motion. *See* SA at C.1.²

10 The Motion is based on this Notice of Motion, the accompanying Memorandum of Points and
11 Authorities, the Declarations of Elizabeth C. Pritzker (“Pritzker Fee Decl.”), Jay Barnes, Francis A.
12 Bottini, Jr., Nanci E. Nishimura, David A. Straite, and Lesley E. Weaver, with supporting exhibits,
13 Plaintiffs’ Motion for Settlement Approval and supporting documents (ECF 778), all matters on
14 which the Court may take judicial notice, other pleadings and papers on file in this action, and any
15 other argument plaintiffs may present to the Court. A proposed order is filed herewith.

16 **ISSUE TO BE DECIDED**

17 Whether the Court should award the requested attorneys’ fees and expenses to plaintiffs’
18 counsel.

19 **RELIEF REQUESTED**

20 Plaintiffs respectfully ask the Court to award their counsel \$128,358,352 in attorneys’ fees
21 and \$3,488,792.96 in expenses.³

22
23 ¹ Plaintiffs request a hearing date on or after January 13, 2026 so that this fee motion can be heard on
24 the same schedule as the pending motion for final approval of the settlement. The Settlement
25 Agreement provides that objectors will have until December 12, 2025 to object to the fee motion.

26 ² A copy of the Settlement Agreement is attached as Exhibit 1 to the Declaration of Elizabeth C.
27 Pritzker in Support of Plaintiffs’ Motion to Certify a Settlement Class and Grant Final Approval of
28 Class Action Settlement (“Pritzker Decl.”) (ECF 778-4).

³ As part of the settlement, and subject to Court approval, Google has agreed to pay each plaintiff a
service award of \$15,000. *See* SA at B.1. Because the service awards are not contested, the request
that they be approved is covered in the pending final approval motion, not this fee motion.

1 **I. INTRODUCTION**

2 Plaintiffs’ counsel achieved a trailblazing settlement with Google that puts the hundreds of
3 millions of active U.S. Google account holders in the settlement class in control of their privacy.
4 Independent press describes the settlement as fundamentally “transform[ing] digital advertising” and
5 “Google’s most significant privacy concession to date.”⁴ This expansive, novel relief is: (i) directly
6 tied to the claims asserted in the litigation on behalf of the settlement class arising from Google’s
7 real-time bidding (“RTB”) auctions, (ii) provides substantial and immediate benefits focused on
8 choice, transparency, and accountability for all absent settlement class members, while still
9 preserving their rights to individually pursue any potential damage claims, and (iii) has a minimum
10 economic value of \$1.4 billion according to plaintiffs’ expert. While reserving the right to contest the
11 reasonableness of the amounts requested, Google does not dispute that the settlement plaintiffs’
12 counsel have achieved entitles plaintiffs’ counsel to an award of attorneys’ fees and expenses, and
13 Google has agreed to pay any such fees and expenses awarded by the Court. *See* SA at C.1.

14 The settlement now before the Court was never certain and not easy to reach. It comes after
15 more than four years of contentious and hard-fought litigation in which plaintiffs’ counsel were
16 opposed every step of the way by a formidable opponent with sizeable resources to defend Google
17 and continue protracted and expensive litigation. Google is one of the largest and most sophisticated
18 and profitable technology companies in the world, and it is represented in this litigation by Cooley
19 LLP, one of the largest and most tech-savvy law firms in the United States. *See* Pritzker Fee Decl.
20 ¶¶ 7, fns. 1 and 2. Google and Cooley *never* stopped fighting for nearly four and a half years. Indeed,
21 even though a settlement in principle was reached in early May of this year, it still took more than
22 three months (and substantial involvement of the mediator) to then negotiate the parties’ formal
23 Settlement Agreement, which was not signed until the evening that the settlement was due to be filed
24 with the Court. *See* Pritzker Decl. ¶¶ 36-39.

25 In order to even get Google to the settlement table, plaintiffs’ counsel first had to research and
26

27 _____
28 ⁴ *Sovereign Magazine*, “Privacy Concession: How Google’s RTB Settlement Could Transform Digital Advertising Forever” (Sept. 8, 2025), available at <https://www.sovereignmagazine.com/legal/privacy-revolution-googles-rtb-settlement-could-transform-digital/>.

1 draft two complaints (based entirely on their own investigation and not on any government
2 proceeding or investigation); retain numerous consultants and experts to assist in this highly technical
3 and complex case; overcome Google’s motion to dismiss; litigate 37 discovery motions, two
4 sanctions motions, seven appeals to this Court, one petition to the Ninth Circuit, and several
5 proceedings before a Special Master; review and analyze tens of thousands of technical internal
6 Google documents pertaining to how RTB operates; review and analyze 120 terabytes of RTB bid
7 data; conduct and defend dozens of fact and expert depositions; engage in significant non-party
8 discovery; litigate two class certification motions; and begin preparing for Google’s summary
9 judgment and *Daubert* motions and then trial. Once settlement discussions began, it still took months
10 of negotiations before a settlement in principle was reached, and several months more before the
11 settlement was finalized.

12 Having litigated this case on a purely contingent basis for over four years, and having spent
13 more than 46,500 hours and incurred out-of-pocket expenses of more than \$3.5 million (*see* Pritzker
14 Fee Decl. ¶¶ 27-29), plaintiffs’ counsel now seek to be fairly compensated for the significant results
15 they have achieved for the settlement class, for the risks they undertook in litigating this case for the
16 settlement class, and for the fact that plaintiffs’ counsel have not been paid for their work over that
17 period. Plaintiffs’ counsel seek an attorneys’ fee award of \$128,358,352 and reimbursement of
18 \$3,488,792.96 in litigation expenses. The \$128.3 million fee award, if approved, represents just 8.4
19 percent of the minimum value of the settlement and a 3.5 multiplier on plaintiffs’ counsel’s
20 \$36,673,815 in audited lodestar. As detailed below, and in the accompanying Declaration of Brian T.
21 Fitzpatrick (“Fitzpatrick Decl.”),⁵ whether calculated as a percentage of the minimum value of the
22 settlement (8.4%) or using a lodestar multiplier (3.5), the attorneys’ fees requested are warranted on
23 this record. Plaintiffs’ counsel satisfy every factor considered by courts in the Ninth Circuit in
24 determining whether and in what amount to award attorneys’ fees.

25 For the reasons set forth below, plaintiffs’ motion for an award of \$128,358,352 in attorneys’
26 fees and reimbursement of \$ 3,488,792.96 in expenses should be granted.

27
28 _____
⁵ The Fitzpatrick Decl. is attached as **Exhibit F** to the Pritzker Fee Decl.

1 **II. ARGUMENT**

2 **A. Plaintiffs' Counsel are Entitled to Attorneys' Fees Pursuant to the Settlement**
3 **Agreement and Under California Law**

4 Plaintiffs sought class certification (for settlement purposes) of claims that all arise under
5 California law. The parties' Settlement Agreement also has a California choice-of-law provision.
6 Accordingly, plaintiffs' counsel's fee request is governed by California law. *See Mangold v. Calif.*
7 *Pub. Utils. Comm'n*, 67 F.3d 1470, 1478 (9th Cir. 1995).

8 "In a class action settlement, a court may award reasonable attorneys' fees and costs as
9 authorized by law or by the parties' agreement." *Matera v. Google LLC*, No. 5:15-CV-04062 LHK,
10 2018 WL 11414641, at *2 (N.D. Cal. Feb. 9, 2018) (citing Fed. R. Civ. P. 23(h)). Here, as part of the
11 parties' settlement, Google has agreed that plaintiffs' counsel are entitled to an award of attorneys'
12 fees and expenses and that it will pay any fees and expenses awarded by the Court. *See SA at C.1.*

13 Even without this agreement, California law supports the award of fees to plaintiffs' counsel
14 pursuant to the "private attorney general" statute, which provides for an award of attorneys' fees "to
15 a successful party against one or more opposing parties in any action which has resulted in the
16 enforcement of an important right affecting the public interest if ... a significant benefit, whether
17 pecuniary or nonpecuniary, has been conferred on the general public or a large class of persons...."
18 *Matera*, 2018 WL 11414641, at *2 (citing Cal. Civ. Proc. Code § 1021.5). "Such an award advances
19 'the policy of encouraging private actions to vindicate important rights affecting the public interest.'"
20 *Id.* (quoting *Serrano v. Unruh*, 32 Cal.3d 621 (1982)). Here, plaintiffs have achieved significant
21 injunctive relief that establishes them as the "successful" parties. *See Leiserson v. City of San Diego*,
22 202 Cal. App. 3d 725, 734-35 (1988). Plaintiffs have also conferred a significant benefit on millions
23 of U.S. Google account holders, triggering an entitlement to fees. *See, e.g., Robinson v. City of*
24 *Chowchilla*, 202 Cal. App. 4th 382, 392-403 (2011) (attorneys' fee award under § 1021.5 permissible
25 for successful breach of contract claim); *Planned Parenthood v. Aakhus*, 14 Cal. App. 4th 162, 174-
26 76 (1993) (§ 1021.5 fee award to respondent upheld where respondent vindicated important privacy
27 rights); *Bui v. Nguyen*, 230 Cal. App. 4th 1357, 1366 (2014) (plaintiff may seek attorney fees under
28 §1021.5 for a successful unfair competition law claim).

1 **B. A \$128.3 Million Fee is Warranted Under the Percent-of-the-Fund Methodology**

2 In awarding fees sought following a class action settlement, the court has discretion to apply
3 either the percentage-of-the-fund or lodestar method. *See In re Hyundai & Kia Fuel Econ. Litig.*, 926
4 F.3d 539, 570 (9th Cir. 2019); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047 (9th Cir. 2002).
5 While “no presumption in favor of either the percentage or the lodestar method encumbers the district
6 court’s discretion to choose one or the other,” *In re Hyundai*, 926 F.3d at 570 (quoting *In re Wash.*
7 *Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1296 (9th Cir. 1994)), courts generally favor the
8 percentage method because it is easier to calculate and better aligns the interests of counsel with their
9 clients. *See* Fitzpatrick Decl. ¶¶ 11-12.

10 Courts may employ the lodestar methodology in injunctive relief-only settlements “where the
11 relief sought – and obtained – is ... primarily injunctive in nature and thus *not easily monetized*, but
12 where the legislature has authorized the award of fees to ensure compensation for counsel undertaking
13 socially beneficial litigation.” *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 941 (9th Cir.
14 2011) (citing cases) (emphasis added). This is because “[w]hen valuing the settlement is difficult or
15 impossible, the lodestar method may prove more convenient.” *In re Hyundai*, 926 F.3d at 570 (citing
16 *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998), overruled on other grounds by *Wal-*
17 *Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 338 (2011)).

18 In this case, the percentage method, rather than the lodestar method, is particularly appropriate
19 because this settlement presents the “the unusual instance where the value to individual class
20 members of benefits deriving from injunctive relief *can* be accurately ascertained” and “courts
21 include such relief as part of the value of a common fund for purposes of applying the percentage
22 method of determining fees.” *Staton v. Boeing*, 327 F.3d 938, 974 (9th Cir. 2003). Similar to *Staton*,
23 in *Farrell v. Bank of Am. Corp., N.A.*, 827 F. App’x 628, 631 (9th Cir. 2020), the Ninth Circuit
24 affirmed a district court’s use of the percentage method in making a fee award on a common fund
25 that consisted partially of cash and partially of injunctive relief, recognizing that “[w]hile it can be
26 difficult to value nonmonetary relief, we have no trouble finding that the value here exceeds the \$29.1
27 million assigned to it by the parties.... We do not struggle to conclude, as the district court did, that
28 counsel generated benefits far beyond the cash settlement fund.” (internal quotation and citation

1 omitted).

2 Here, the value of the injunctive relief obtained, in addition to the \$15,000 service awards for
3 each of the seven plaintiffs that Google has agreed to pay, as well as any attorneys' fees and expenses
4 awarded by the Court, can constitute a "common fund." *See* SA at B.1, C.1; Fitzpatrick Decl. ¶¶ 17-
5 18. *Accord In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 953 (9th Cir. 2015) (affirming
6 calculation of attorneys' fees award as a percentage of the total settlement fund, including notice and
7 administrative costs, and litigation expenses); *Hanlon*, 150 F.3d at 1029 (discussing an attorneys' fee
8 award as a percentage of a "common fund" that was otherwise injunctive in nature). Most critically,
9 here, the Court has the ability to accurately ascertain the value of the injunctive relief to the class. *See*
10 *Corker v. Costco Wholesale Corp.*, No. 2:19-CV-00290-RSL, 2023 WL 6215108, at *2 n. 4 (W.D.
11 Wash. Sept. 25, 2023) ("Although the Ninth Circuit is careful about including the value of injunctive
12 relief in the denominator when calculating the percentage of a common fund that is represented by a
13 given fee award, the circumstances presented here justify the inclusion. The injunctive relief will
14 benefit each individual class member going forward, the benefits they will receive from the injunctive
15 relief are concrete and directly tied to the settlements, and plaintiffs have provided a reasonable
16 valuation of the relief obtained.").

17 Plaintiffs' expert Professor Robert Zeithammer values the injunctive relief obtained at a
18 minimum of \$1.4 billion, a figure derived from multiplying his calculated \$36 annual benefit per
19 account holder by the number of account holders who may choose to activate the new RTB control –
20 and assuming a very conservative opt-in percentage of only 8.8 percent. *See* Zeithammer Decl., ECF
21 788-8, ¶¶ 34-36. The \$1.4 billion valuation of the injunctive relief plus the service awards (totaling
22 \$105,000) and attorneys' fees and expenses sought (totaling \$131.8 million) would, if approved,
23 effectively result in a common fund of just over \$1.53 billion. *See* Fitzpatrick Decl. ¶ 18. The \$128.3
24 million in fees sought by plaintiffs' counsel represent only 8.4 percent of the \$1.53 billion common
25 fund, falling far below the 25 percent "benchmark" award.⁶ *See Bluetooth*, 654 F.3d at 942.

26

27

28 ⁶ If the Court excludes the service awards and requested attorneys' fees and expenses from the
analysis, the attorneys' fees sought still represent only 9.2 percent of the effective \$1.4 billion
common fund.

1 The Court may assess the merits of plaintiffs’ counsel’s request for attorneys’ fees under the
2 percentage method through considering factors such as “the extent to which class counsel ‘achieved
3 exceptional results for the class,’ whether the case was risky for class counsel, whether counsel’s
4 performance ‘generated benefits beyond the cash settlement fund,’ the market rate for the particular
5 field of law (in some circumstances), the burdens class counsel experienced while litigating the case
6 (e.g., cost, duration, foregoing other work), and whether the case was handled on a contingency
7 basis.” *Online DVD-Rental*, 779 F.3d at 954–55 (quoting *Vizcaino*, 290 F.3d at 1047-50).

8 Each factor supports the requested fee here.

9 **1. Plaintiffs’ Counsel Achieved Exceptional Results for the Class Through**
10 **Securing Important Injunctive Relief**

11 The “benefit obtained for the class” is the “foremost” consideration in evaluating a fee request.
12 *Bluetooth*, 654 F.3d at 942; *see also Moreyra v. Fresenius Med. Care Holdings, Inc.*, No. SACV 10-
13 517-JVS, 2013 WL 12248139, at *3 (C.D. Cal. Aug. 7, 2013) (noting that the result is “[t]he single
14 clearest factor reflecting the quality of class counsels’ services”). Both exceptional results and
15 injunctive relief beyond a cash settlement fund are relevant circumstances for the Court to consider
16 in making an award under the percentage method. *Vizcaino*, 290 F.3d at 1048.

17 This case will generate exceptional benefits for the settlement class through the injunctive
18 relief obtained. As the Court noted in its April 2024 class certification order, what plaintiffs sought
19 in the litigation was choice, transparency, and accountability with respect to Google’s RTB auction
20 practices. *See Order*, ECF 690 at 25-26. The settlement terms achieve these aims for all active
21 individual U.S. Google account holders – a number estimated in the hundreds of millions.

22 **Choice.** Google will create a new user control (the “RTB Control”) that empowers settlement
23 class members for the very first time to limit the information Google shares about them in the Google
24 RTB auctions. Settlement class members will be able to activate the new RTB Control regardless of
25 whether they are signed in or signed out of their Google accounts. Settlement class members who
26 choose to limit data sharing by enabling the RTB Control will succeed in removing from Google RTB
27 bid requests the key information that can be linked to them in the RTB auctions. *See SA* at A.1. The
28 RTB Control puts settlement class members in control of their privacy by making it very difficult for

1 thousands of Google RTB participants to identify and/or track any settlement class member who
2 enables the RTB Control, and results in those settlement class members no longer being secretly
3 tracked or targeted through RTB for personalized ads or for other purposes.

4 **Transparency and Accountability.** Google has agreed as part of the settlement to send an
5 email to all currently active individual U.S. Google account holders at the email addresses maintained
6 in their Google accounts advising them of the new RTB Control, of the options available to control
7 the personal information provided to third parties through RTB, and of Google’s new dedicated
8 webpage (with a link to that webpage) describing the RTB Control. *See* SA at A.2.b. A new dedicated
9 webpage maintained by Google will also disclose and describe the new RTB Control, and provide
10 appropriate links to other relevant Google webpages and to the new RTB Control itself. *Id.* at A.2.a.
11 Google also has agreed as part of the settlement to change its current ads personalization settings
12 webpages to disclose the new RTB Control, and will similarly link to other relevant Google webpages
13 containing additional disclosures and information. *Id.* at A.2.1.

14 As described in one press account, these settlement benefits represent “Google’s most
15 significant privacy concession to date.”⁷ This outstanding injunctive relief obtained for the settlement
16 class supports plaintiffs’ counsel’s fee request. Additionally, three non-monetary benefits obtained
17 from the settlement also support the fee request: (1) class members have received all the benefits of
18 comprehensive injunctive relief while maintaining their right to seek damages if they so choose, *see*
19 SA at ¶ 14, D.8; (2) because the new toggle switch is available in “signed out” mode, members of the
20 general public who are not Google account holders (and are thus not class members) but who are
21 browsing on Google websites or applications can also avail themselves of the switch to limit the
22 information that Google shows advertisers; and (3) where the switch has been enabled, advertisers
23 and other participants in Google’s RTB auctions will no longer be able to link information derived
24 from Google to information that those participants may already have about specific individuals, thus
25 limiting the ability of third parties to use Google’s RTB auctions to build their own profiles of the
26 browsing activity of settlement class members and members of the general public across the web.

27
28

⁷ *See* fn. 4, above.

1 **2. Counsel Worked on Contingency and the Case Presented a Heightened**
2 **Risk of Loss**

3 Because plaintiffs' counsel have worked on a contingent basis, "[r]isk is a relevant
4 circumstance." *Vizcaino*, 290 F.3d at 1048. With no guarantee of recovering anything for their efforts,
5 plaintiffs' counsel advanced 46,521.75 attorney hours and \$3,488,792.96 in expenses, while facing
6 unusually heightened risks of no recovery, for four and a half years. Those risks were material
7 throughout the action, from the commencement of the litigation through the parties' extended
8 settlement negotiations. It was not until the very day of the September 2, 2025 filing of plaintiffs'
9 motion for final settlement approval that the parties finalized and signed the Settlement Agreement.

10 As discussed above, "[t]he settlement was not reached lightly." *Moreyra*, 2013 WL 12248139,
11 at *3. Plaintiffs faced a formidable defendant with unparalleled resources to defend itself and continue
12 protracted litigation. Google and its counsel's aggressive approach slowed plaintiffs' progress for
13 sizeable stretches of this case, heightening the risk of loss and requiring plaintiffs' counsel to invest
14 much more time and resources than would have otherwise been required. *See Vizcaino v. Microsoft*
15 *Corp.*, 142 F. Supp. 2d 1299, 1303 (W.D. Wash. 2001), *aff'd*, 290 F.3d 1043 (9th Cir. 2002) ("Class
16 Counsel's risk was even greater, and their work made more difficult, because Microsoft is one of the
17 nation's largest and most formidable companies and it, and several law firms, defended the case
18 vigorously for several years.").

19 Moreover, this case sits at the cutting edge of both online auction technology and an evolving
20 body of privacy law. Plaintiffs independently developed a complaint concerning the unique and
21 highly complex RTB auction practices of one of the largest and most sophisticated technology
22 companies in the world. *See Pritzker Decl.*, ECF 778-2, ¶ 3. They brought this complaint on the
23 grounds of common and statutory laws that implicate complex issues of rights to privacy and user
24 consent that courts around the country continue to determine. Success here was by no means assured.

25 There were substantial risks that no class would ultimately be certified in this action, which
26 would have been a death knell to the case. Efforts to obtain the discovery from Google necessary to
27 support class certification (and ultimately prove up plaintiffs' case) went on for three years and were
28 hard-fought, with nearly 40 discovery disputes filed before the Magistrate Judge due to Google's

1 objections to producing almost all requested discovery. Pritzker Decl., ECF 778-2, ¶ 11. Ultimately,
2 the Court denied plaintiffs’ initial class certification motion due in part to plaintiffs’ failure to
3 demonstrate that the RTB data produced by Google for the plaintiffs was representative of all putative
4 class members. Order, ECF 690 at 16-17. It was only through plaintiffs’ further persistent discovery
5 efforts – bolstered by the Court’s admonishment to Google that “Google cannot refuse to produce
6 RTB data about other putative class members and then argue that, without this data, plaintiffs cannot
7 meet their commonality burden,” *id.* at 17 – that plaintiffs were subsequently able to obtain the
8 classwide data from Google necessary to support a renewed class certification motion.

9 Overcoming Google’s arguments that issues of individualized consent made class
10 certification inappropriate was another significant hurdle here. Google argued that its affirmative
11 defense of consent should defeat both Rule 23(b)(2) and (b)(3) certification. *See* Order, ECF 690 at
12 24-25. As in the related cases *Calhoun v. Google LLC*, 349 F.R.D. 588, 598 (N.D. Cal. 2025), and
13 *Brown v. Google, LLC*, No. 20-CV-3664-YGR, 2022 WL 17961497, at *19 (N.D. Cal. Dec. 12,
14 2022), Google prevailed on this argument as to a damages class: the Court denied with prejudice
15 plaintiffs’ efforts to certify a Rule 23(b)(3) damages class on the grounds that “all six damages claims
16 implicate the affirmative defense of consent for which individualized inquiries will predominate.”
17 Order, ECF 690 at 24. The Court’s ruling foreclosed the possibility of obtaining damages for the
18 putative class, further heightening the risks of continued litigation for plaintiffs and their counsel.

19 Even if plaintiffs had completed briefing on their renewed motion for class certification and
20 ultimately been successful in certifying a (b)(2) class (which plaintiffs in *Calhoun* tried and failed to
21 do), plaintiffs also faced substantial risks that Google might prevail on all or some of its anticipated
22 summary judgment and *Daubert* motions, or that plaintiffs would not meet their burden of proof at
23 trial, especially in light of Google’s recalcitrance in producing discovery and Google witnesses who
24 resisted providing the testimony needed to authenticate the documents that Google had produced
25 during depositions. Another merits risk that plaintiffs faced, in light of Google’s failure to preserve
26 certain log data, was “technical challenges involved in demonstrating that any one individual class
27 member’s privacy was violated.” *In re Google LLC St. View Elec. Commc’ns Litig.*, 611 F. Supp. 3d
28 872, 888 (N.D. Cal. 2020), *aff’d sub nom. In re Google Inc. St. View Elec. Commc’ns Litig.*, 21 F.4th

1 1102 (9th Cir. 2021). Plaintiffs’ counsel also faced the risk that Google could effectively moot
2 plaintiffs’ forward-looking injunctive relief claims before trial by implementing corporate changes
3 (either voluntarily or as a result of regulatory changes or a deal with regulators). Had plaintiffs lost
4 summary judgment or trial, both plaintiffs and plaintiffs’ counsel would have recovered nothing.
5 These and other risks support the requested fee award here. *See* Fitzpatrick Decl. ¶¶ 26-33.

6 In addition to their uncompensated years of dedicated work in this litigation, plaintiffs’
7 counsel also funded millions of dollars of material case expenses. They hosted voluminous electronic
8 discovery, paid deposition expenses, and retained experts to assist in highly technical aspects of
9 discovery. These already sizeable expenses grew after the Special Master and the settlement mediator
10 were engaged.

11 3. Comparable Awards Support the Requested Fees

12 In *Vizcaino*, the Ninth Circuit indicated that it is appropriate to consider “the range of fee
13 awards out of common funds of comparable size,” although no “particular percentage” is reasonable
14 or unreasonable “in the abstract, without reference to all the circumstances of the case.” 290 F.3d at
15 1048, 1050 (quotation and citation omitted). Here, whether calculated at either 8.4 or 9.2 percent of
16 the settlement’s minimum value, the requested attorneys’ fee is at the lowest end of the range awarded
17 in comparably sized cases – including settlements over \$1 billion.

18 The supporting declaration of Professor Fitzpatrick describes his empirical research finding
19 that the most common percentages awarded by all federal courts using the percentage method were
20 25%, 30%, and 33%, with nearly two-thirds of awards between 25% and 35%, and with a mean award
21 of 25.4% and a median award of 25%. Fitzpatrick Decl. ¶¶ 11-13, 17, 22. Within the Ninth Circuit,
22 Professor Fitzpatrick considers 111 settlements and concludes that the mean fee award was 23.9%
23 and the median award was 25%. *Id.*, ¶¶ 22-24. Professor Fitzpatrick’s conclusions are consistent with
24 other large-scale academic studies of class action fee awards. *See* Theodore Eisenberg & Geoffrey P.
25 Miller, *Attorneys’ Fees and Expenses in Class Action Settlements: 1993-2008*, 7 J. Empirical L. Stud.
26 248, 260 (2010) (finding mean and median of 24% and 25% nationwide, and 25% in Ninth Circuit);
27 Theodore Eisenberg et al., *Attorneys’ Fees in Class Actions 2009-2013*, 92 N.Y.U. Law Review 937,
28 951 (2017) (finding mean and median of 27% and 29% nationwide, and 26% and 25% in the Ninth

1 Circuit). *Id.*

2 Professor Fitzpatrick’s empirical study and the other large-scale academic studies show that
3 settlement size has a statistically significant but inverse relationship with fee percentages, meaning
4 that some courts award lower percentages in cases when settlements are larger. Fitzpatrick Decl. ¶
5 24. Cognizant of the large valuation of this settlement, Professor Fitzpatrick undertook a separate
6 analysis of all located billion-dollar settlements in federal courts from any year through 2024. As
7 Professor Fitzpatrick notes, most of the settlements consisted of cash, but two of them included cash
8 and injunctive relief. Professor Fitzpatrick found that the average and median attorneys’ fee award
9 for billion-dollar settlements is 11.2% and 9.2% of the common fund, respectively (if the total rather
10 than cash-only valuations of the two hybrid settlements are used). *Id.*

11 There is no “bright-line rule” requiring fee awards to decrease as settlement funds increase.
12 *In re Optical Disk Drive Prods. Antitrust Litig.*, 959 F.3d 922, 933 (9th Cir. 2020); *Akins v.*
13 *Facebook, Inc.*, No. 23-3550, 2025 WL 484621, at *2 (9th Cir. Feb. 13, 2025) (“We have not required
14 fee percentages to fall in relation to the size of a class settlement.”). Plaintiffs’ counsel are nonetheless
15 mindful of the concern of “windfall profits for class counsel in light of the hours spent on the case.”
16 *Bluetooth*, 654 F.3d at 942. Accordingly, they request only 8.4% of the minimum value of the
17 common fund – below the average and median even of billion-dollar settlements. The requested
18 \$128.3 million fee will not create a windfall for plaintiffs’ counsel.

19 *First*, a potential windfall may arise where minimal effort quickly yields a large recovery. *See*
20 *Fields v. Kijakazi*, 24 F.4th 845, 856 (2d Cir. 2022) (explaining that “windfall” suggests some
21 “unearned advantage,” such as a “contingency-fee representation that succeeds immediately and with
22 minimal effort, suggesting very little risk of nonrecovery”). The opposite occurred here: the hard-
23 earned result is the product of skilled and sustained effort over four and a half years of litigation.

24 *Second*, this is not a case where class size drove the result. While the class is very large, if
25 litigation had continued, there was no certainty about whether it could be certified, or the relief (if
26 any) that might be available at trial.

27 *Third*, unlike a case with “very little risk of nonrecovery,” *Fields*, 24 F.4th at 856, for four
28 and a half years, plaintiffs’ have borne the significant risk of a total loss while performing (and

1 funding) 46,522 hours of work and millions in expenses advanced for the benefit of the class with no
2 guarantee of recovering anything.

3 *Fourth*, counsel should be rewarded for sustained, successful work that increases the total
4 recovery for class members. To do otherwise would disincentivize counsel to seek the best possible
5 relief for the class. *See* Fitzpatrick Decl. ¶¶ 31, 38.

6 *Fifth*, the reasonable 3.5 multiplier confirms that the requested percentage of 8.4% is not an
7 unearned windfall. Because the multiplier measures the relationship between counsel’s work and the
8 requested fee, a reasonable multiplier ensures that the percentage is appropriate, regardless of the size
9 of the common fund. “Given that a high multiplier is the best measuring stick of a windfall, courts
10 ought to use the high multiplier to police windfalls, regardless of the size of the fund, rather than use
11 the size of the fund as a policing mechanism.” 5 *Newberg and Rubenstein on Class Actions* § 15:81.
12 As detailed below, plaintiffs’ counsel’s multiplier of 3.5 is within the range upheld by courts in the
13 Ninth Circuit and nationwide.

14 **C. Plaintiffs’ Counsel’s Lodestar Supports the Fee Request**

15 The Ninth Circuit has “encouraged courts using the percentage-of-recovery method to
16 perform a cross-check by applying the lodestar method to confirm that the percentage-of-recovery
17 amount is reasonable.” *Optical Disk*, 959 F.3d at 930 (citing *Online DVD-Rental*, 779 F.3d at 949);
18 *see Vizcaino*, 290 F.3d at 1050 (lodestar “measures the lawyers’ investment of time in the litigation”
19 and “may provide a useful perspective on the reasonableness of a given percentage award”).

20 A lodestar is “calculated by multiplying the number of hours the prevailing party reasonably
21 expended on the litigation (as supported by adequate documentation) by a reasonable hourly rate for
22 the region and for the experience of the lawyer.” *Bluetooth*, 654 F.3d at 941 (citation omitted). The
23 court may then apply an upward or downward “multiplier” to the lodestar. *Id.*

24 As discussed above, courts may apply the lodestar methodology where the relief obtained is
25 injunctive in nature and cannot be valued. *See St. Louis Police Ret. Sys. v. Severson*, No. 12-cv-5086,
26 2014 WL 3945655, at *1 (N.D. Cal. Aug. 11, 2014) (Gonzalez Rogers, J.). In such instances, the
27 lodestar methodology “presumptively provides an accurate measure of reasonable attorney’s fees”
28

1 because “it approximates the market value of the legal services.” *Matera*, 2018 WL 11414641, at *4
2 (internal quotation omitted).

3 Plaintiffs’ counsel’s lodestar, calculated by multiplying the hours that plaintiffs’ counsel
4 reasonably worked by a reasonable hourly rate, is \$36,673,815.00. They seek a 3.5 multiplier on that
5 time for a total fee award of \$128,358,352. Here, whether the Court elects to employ the percentage
6 methodology with a lodestar cross-check or a lodestar-plus-multiplier methodology, plaintiffs’
7 counsel’s fee request is reasonable.

8 **1. Counsel’s Hours Are Reasonable**

9 Plaintiffs’ counsel extensively audited their time records before filing this motion. In addition
10 to removing clerical, duplicative, and “review” time entries, and any time incurred by attorneys or
11 staff who billed fewer than 30 hours on the case, plaintiffs’ counsel scrutinized each entry in an effort
12 to ensure that all hours for which they now seek compensation were incurred for the benefit of the
13 class. Ultimately, plaintiffs’ counsel elected not to seek reimbursement for and cut from their lodestar
14 more than 2,300 hours spent on the case. Pritzker Fee Decl. ¶ 33. Plaintiffs’ counsel now seek
15 compensation for 46,521.75 total hours that were reasonably incurred over the course of this hard-
16 fought, four and a half year litigation.

17 As detailed in the Pritzker Declaration, plaintiffs’ counsel’s work included:

- 18 • Investigating and filing the initial complaint, which detailed Google’s highly complex,
19 cutting-edge technology RTB auction practices that are virtually unknown to most
20 consumers, not disclosed anywhere to Google’s U.S. account holders, and had not been
21 publicly disclosed through a government proceeding or some other public exposure.
- 22 • Drafting an amended complaint (“the Complaint”).
- 23 • Substantially prevailing on Google’s motion to dismiss the Complaint.
- 24 • Negotiating an ESI protocol, electronic discovery sources, search terms, and the
25 Google custodians whose files would be searched for responsive information.
- 26 • Serving Google with extensive discovery and meeting and conferring with Google
27 concerning its objections to virtually all of this discovery.
- 28 • Filing 37 discovery motions before the Magistrate Judge, two discovery-related
contempt and sanctions motions, and seven appeals to the District Court of discovery
rulings by the Magistrate Judge.
- Reviewing tens of thousands of internal Google documents, many of which were highly
technical in nature and required the assistance of experts to understand.

- 1 • Reviewing, at a high level, millions of RTB bid requests associated with the seven
- 2 plaintiffs, and tens of billions of RTB bid requests associated with the class as a whole.
- 3 • Evaluating and contesting Google’s thousands of privilege claims before the Magistrate
- 4 Judge and then before an appointed Special Master.
- 5 • Negotiating and obtaining discovery from subpoenas served on 51 third-party entities.
- 6 • Responding and litigating the extensive discovery that Google served on the plaintiffs.
- 7 • Deposing eleven Google employees and taking two Rule 30(b)(6) depositions of
- 8 Google.
- 9 • Defending the depositions of all seven plaintiffs.
- 10 • Taking or defending twelve expert depositions.
- 11 • Preparing and filing two class certification motions, with supporting expert reports.
- 12 • Opposing Google’s *Daubert* motion to exclude one of plaintiffs’ experts.
- 13 • Filing a *Daubert* motion to exclude portions of one of Google’s expert’s report.
- 14 • Working with merits experts on their analyses and draft merits expert reports.
- 15 • Evaluating the authentication and admission of potential exhibits to be used by the
- 16 parties for Google’s anticipated summary judgment motion and trial.
- 17 • Conducting months of settlement discussions with Google and the mediator.

18 In the accompanying Pritzker Fee Declaration, consistent with the Court’s *Procedural*
19 *Guidance for Class Action Settlements*, plaintiffs provide a list of the legal work they performed by
20 category of work. Pritzker Fee Decl. ¶¶ 27-29, and **Exhibit E** thereto. While Google may challenge
21 certain of plaintiffs’ staffing decisions, some duplication “is inherent in the process of litigating,” and
22 courts should not seek “to determine if different staffing decisions might have led to different fee
23 requests.” *Moreno v. City of Sacramento*, 534 F.3d 1106, 1112, 1115 (9th Cir. 2008). Google at all
24 times provided an aggressive defense. In light of the complexity and duration of the litigation,
25 including the considerable time that was necessary for plaintiffs to expend on developing the case,
26 bringing and resolving discovery disputes both before the Magistrate Judge and the Special Master,
27 preparing motions, reviewing documents and data, taking depositions, and pressing settlement
28 negotiations forward while simultaneously preparing for renewed class certification, merits
deadlines, and trial, plaintiffs’ counsel expended a reasonable number of hours on the case.

Plaintiffs’ counsel’s hours also are reasonable given the novel legal and technological issues
that are the hallmark of litigation focused on data privacy involving complex technologies and high-

1 tech defendants. While every case presents its unique challenges, as just one data point for the Court
2 to consider, as compared to the related *Brown v. Google LLC* matter, plaintiffs’ counsel here recorded
3 **41 percent less** hours of professional time (46,521) than plaintiffs’ counsel did in *Brown* (78,880),
4 over a slightly longer time period (46 months in *Brown*, as compared to 52 months in *Google RTB*),
5 and at roughly comparable blended hourly rates (\$792/hour in *Brown*, as compared to \$788/hour in
6 *Google RTB*). See Pritzker Fee Decl. ¶ 32.

7 Finally, plaintiffs’ counsel’s hours are reasonable in light of their decision to exclude all time
8 incurred after July 31, 2025. They made this decision over the summer in light of what was then a
9 July 31 deadline for plaintiffs to file a motion for settlement approval. However, on July 29, 2025,
10 because Google had not yet completed its internal vetting process for certain aspects of the settlement
11 and the new disclosures, the parties stipulated to extend the filing deadline to September 2, 2025.
12 ECF 772. As a result of this delay, plaintiffs’ counsel had to expend additional professional time in
13 August and September 2025 on settlement-related matters, and will continue to expend additional
14 professional time on motion work in the months leading up to the hearing on final settlement
15 approval. Plaintiffs’ counsel have elected not to seek compensation for these additional professional
16 services, and instead have limited their request for compensation for work performed as of July 31,
17 2025, even though courts in this District have concluded that a lodestar cross-check properly includes
18 time reasonably anticipated for settlement approval, claims administration, and payment. Pritzker Fee
19 Decl. ¶ 31; See, e.g., *In re Volkswagen “Clean Diesel” Mktg., Sales Practices, & Prods. Liab. Litig.*,
20 No. 2672 CRB, 2017 WL 1047834, at *5 (N.D. Cal. Mar. 17, 2017).

21 Plaintiffs’ counsel have complied with the Supreme Court’s directive that counsel “should
22 make a good faith effort to exclude from a fee request hours that are excessive, redundant, or
23 otherwise unnecessary;” therefore, the Court should find that their submitted hours were reasonably
24 incurred. *Hensley v. Eckerhart*, 461 U.S. 424, 434 (1983).

25 2. Counsel’s Hourly Rates Are Reasonable

26 Reasonable hourly rates are calculated by reference to “prevailing market rates in the relevant
27 community,” with a special emphasis on fees charged by lawyers of “comparable skill, experience,
28 and reputation.” *Davis v. City of San Francisco*, 976 F.2d 1536, 1546 (9th Cir. 1992). The forum

1 district generally represents the relevant legal community. *See Gates v. Deukmejian*, 987 F.2d 1392,
2 1405 (9th Cir. 1992). Here, the forum district is the Northern District of California.

3 The Court has previously acknowledged that plaintiffs’ counsel have “experience in complex
4 and class action litigation, including privacy class actions.” Order, ECF 690 at 19. Plaintiffs’ counsel
5 detail that experience in their accompanying declarations. *See, e.g.*, Pritzker Fee Decl. ¶¶ 9-10, Ex.
6 A; Declaration of Jay Barnes ¶¶ 5-6, Ex. A; Declaration of Francis A. Bottini, Jr. ¶¶ 5-6, Ex. A;
7 Declaration of Nanci E. Nishimura ¶¶ 4-5, Ex. A; Declaration of David Straite ¶¶ 4-6, Ex. A;
8 Declaration of Lesley E. Weaver ¶¶ 5-6, Ex. A.

9 Plaintiffs’ counsel’s requested rates reflect their breadth of experience, and are in line with
10 those billed by attorneys in this District who practice complex litigation. *See, e.g., In re College*
11 *Athlete NIL Litigation*, No. 4:20-cv-03919-CW (partner rates \$800-\$1695, associate rates \$350-
12 \$980); *In re: Apple Securities Litigation*, No. 4:19-CV-02033-YGR (partner rates \$755-\$1400;
13 associate rates \$425-\$575); *Hunt v. Bloom Energy Corp*, No. 19-cv-02935-HSG (partner rates \$900-
14 \$1000, associate rates \$500-\$675); *Brown v. Google LLC*, No. 4:20-cv-03664-YGR-SVK (partner
15 rates \$850-\$2330, associate rates \$250-\$1000); *In re: Facebook Consumer Privacy User Profile*
16 *Litig.*, 3:18-md-02843-VC (partner rates \$695-\$1320, associate rates \$400-\$760).

17 Plaintiffs’ counsel’s rates have been upheld by courts, further demonstrating their
18 reasonableness. *See* Pritzker Fee Decl. ¶ 24; Barnes Decl. ¶ 14; Bottini Decl. ¶ 14; Nishimura Decl.
19 ¶ 12; Straite Decl. ¶ 17; Weaver Decl. ¶ 15.⁸

20 Plaintiffs’ counsel have used 2024 rates in calculating their lodestar, although Ninth Circuit
21 law would support the use of current 2025 rates. *See Fischel Equitable Life Assur. Soc. of US*, 307
22 F.3d 997, 1010 (9th Cir. 2002) (“Attorneys in common fund cases must be compensated for any delay
23 in payment” by one of two methods: (1) the court may apply “the attorneys’ current rates to all hours
24 billed during the course of the litigation”; or (2) the court may use the attorneys’ historical rates and
25 add a prime rate enhancement.” (internal quotation omitted)). Plaintiffs’ counsel have elected to use
26 2024 rates in recognition of the fact that much of the time they incurred in 2025 was spent in
27

28 ⁸ Each counsel’s declaration provides the detailed lodestar information required by the Northern
District of California’s *Procedural Guidance for Class Action Settlements*.

1 settlement negotiations and in preparing approval papers rather than substantively advancing the
2 litigation. This further weighs in favor of the reasonableness of their rates.

3 **3. No Reduction Based on “Unsuccessful” Motions or Claims Is Warranted**

4 Google may argue that the requested fee award should be reduced to exclude time spent on
5 “unsuccessful” work, such as plaintiffs’ failure to prevail on every discovery motion brought before
6 the Magistrate Judge or because the Court foreclosed the possibility of a Rule 23(b)(3) damages class.
7 This, however, would be contrary to settled law.

8 The first and foremost factor in a court’s evaluation of a fee request is the question of whether
9 counsel achieved an excellent result. “Where a plaintiff has obtained excellent results, his attorney
10 should recover a fully compensatory fee. Normally this will encompass all hours reasonably expended
11 on the litigation, and indeed in some cases of exceptional success an enhanced award may be
12 justified.” *Hensley*, 461 U.S. at 435.

13 Here, plaintiffs’ counsel achieved an excellent result, and thus no reduction of hours based on
14 “unsuccessful” motions or claims is warranted. The discovery motions brought by plaintiffs were
15 necessary to press Google to produce relevant discovery, and to preserve for appeal plaintiffs’
16 arguments that they had sought key information that Google had refused to produce. For the same
17 reasons, the time expended by plaintiffs on appeals to the Court of certain orders of the Magistrate
18 Judge as well as the time expended on the Fed. R. Civ. P. 23(f) petition filed with the Ninth Circuit
19 to challenge the Court’s denial of (b)(3) certification was necessary. *See Hensley*, 461 U.S. at 435
20 (“[T]he fee award should not be reduced simply because the plaintiff failed to prevail on every
21 contention raised in the lawsuit. Litigants in good faith may raise alternative legal grounds for a
22 desired outcome, and the court’s rejection of or failure to reach certain grounds is not a sufficient
23 reason for reducing a fee. The result is what matters.”).

24 Courts may deduct from a lodestar time spent on “unsuccessful claims,” *Greenfield Fresh,*
25 *Inc. v. Berti Product-Oakland, Inc.*, No. 14-cv-1096, 2015 WL 1160584, at *2-3 (N.D. Cal. March
26 13, 2015) (Gonzalez Rogers, J.), but there are no unsuccessful claims here (with the possible
27 exception of the breach of implied covenant of good faith and fair dealing claim that the Court
28 dismissed from the Complaint partially on the grounds that it was duplicative of plaintiffs’ breach of

1 contract claim).⁹ See Order, ECF 233 at 9-11. As to the import of plaintiffs’ obtaining only injunctive
2 relief, courts “emphatically” reject arguments that counsel who recovered injunctive relief but not
3 monetary damages should only be compensated for half of the hours spent. *Iswed v. Caruso*, No.
4 1:08-cv-1118, 2013 WL 12093132, at *4 (W.D. Mich. Feb. 14, 2013). See also *Hensley*, 461 U.S. at
5 435 n. 11 (“[A] plaintiff who failed to recover damages but obtained injunctive relief, or vice versa,
6 may recover a fee award based on all hours reasonably expended if the relief obtained justified that
7 expenditure of attorney time.”); *Dang v. Cross*, 422 F.3d 800, 813 (9th Cir. 2005) (“[A] plaintiff does
8 not need to receive all the relief requested in order to show excellent results warranting the fully
9 compensatory fee.”).

10 Moreover, the Court’s denial with prejudice of plaintiffs’ bid to certify a damages class did
11 not affect the value of the prior technical and damages-related work that plaintiffs and their experts
12 had undertaken on behalf of the putative class. For example, Professor Shafiq’s work continued to be
13 relevant and was used again in the renewed 23(b)(2) class certification motion, and Professor
14 Zeithammer’s work remained highly relevant to valuing any injunctive relief ultimately obtained by
15 plaintiffs through settlement or trial, and in quantifying the unjust enrichment to Google. See *In re*
16 *Facebook, Inc. Internet Tracking Litig.*, 956 F.3d 589, 599, 606 (9th Cir. 2020) (a defendant’s unjust
17 enrichment relevant to “the degree [of] intrusion,” the defendant’s “motives and objectives,” and the
18 discrepancy between the defendant’s conduct and “social norms.”). Moreover, had the case not
19 resolved when it did, substantially all of plaintiffs’ experts would have put in merits reports, provided
20 testimony on specified issues raised on summary judgment, and appeared at trial.

21 **D. The Court Should Apply a Positive Multiplier to Counsel’s Lodestar**

22 “Courts applying California law often award multipliers of the lodestar to take into account
23 such factors as the contingent nature of the employment, the quality of the work, difficulty of pretrial
24 and trial preparation, importance of the suit, and the public nature of plaintiffs’ position.” *St. Louis*,

25
26 _____
27 ⁹ No reduction of fees on this basis is warranted because breach of the implied covenant was not a
28 “distinct claim.” See *Thurman v. Yellow Freight Sys., Inc.*, 90 F.3d 1160, 1169 (6th Cir. 1996),
amended in part, 97 F.3d 833 (6th Cir. 1996) (“When claims are based on a common core of facts or
are based on related legal theories, for the purpose of calculating attorney fees they should not be
treated as distinct claims, and the cost of litigating the related claims should not be reduced.”).

1 2014 WL 3945655, at *5 (citing cases). In California, “[t]here is no hard-and-fast rule limiting the
2 factors that may justify an exercise of judicial discretion to increase or decrease a lodestar
3 calculation.” *Krumme v. Mercury Ins. Co.*, 123 Cal. App. 4th 924, 947 (2004) (internal quotation
4 omitted).

5 Courts also apply federal law in awarding lodestar fees. *See St. Louis*, 2014 WL 3945655, at
6 *1 (citing cases). In the Ninth Circuit, in applying a multiplier to counsel’s lodestar, courts consider
7 factors such as “the quality of representation, the benefit obtained for the class, the complexity and
8 novelty of the issues presented, and the risk of nonpayment.” *Bluetooth*, 654 F.3d at 941–42 (quoting
9 *Hanlon*, 150 F.3d at 1029).

10 All of these factors support plaintiffs’ counsel’s fee request here. In particular, a 3.5 multiplier
11 is warranted in light of the (i) the difficulty of the litigation and accompanying quality of the work;
12 (ii) the contingent nature of the case; and (iii) the important injunctive benefit obtained.

13 **E. The Requested 3.5 Multiplier Is Consistent with Case Law**

14 Most awarded multipliers fall within the range of 1.0 to 4.0. *Vizcaino*, 290 F.3d at 1051
15 (surveying cases and approving a 28% fee that resulted in a 3.65 multiplier); *In re Prudential Ins. Co.*
16 *Sales Practices Litig.*, 148 F.3d 283, 341 (3rd Cir. 1998) (“multiples ranging from one to four are
17 frequently awarded”); *see also Pokorny v. Quixtar, Inc.*, No. C 07-0201 SC, 2013 WL 3790896, at
18 *1–2 (N.D. Cal. July 18, 2013) (citing a study “reporting average multiplier of 3.89 in survey of 1,120
19 class action cases” and finding that a multiplier of 2.43% would be “per se reasonable” (internal
20 citation and quotations omitted); *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 255 (2001)
21 *disapproved of on other grounds by Hernandez v. Restoration Hardware, Inc.*, 4 Cal. 5th 260, 409
22 P.3d 281 (2018) (“[m]ultipliers can range from 2 to 4 or even higher”) (citing cases); Fitzpatrick
23 Decl. ¶¶ 24, 32.

24 In cases where exceptional results are achieved, courts within the Ninth Circuit award large
25 multipliers, approaching or significantly above 4.0. *E.g., Aguilar Auto Repair, Inc. v. Wells Fargo*
26 *Bank, N.A.*, No. 3:23-cv-06265-LJC, 2025 WL 1753509, at *10 (N.D. Cal. May 23, 2025) (awarding
27 6.99 multiplier); *In re Apple Sec. Litig.*, No. 4:19-cv-02033-YGR, 2024 WL 4246282, at *6 (N.D.
28 Cal. Sept. 18, 2024) (awarding 3.88 multiplier); *In re Facebook Biometric Info. Priv. Litig.*, 522 F.

1 Supp. 3d 617, 633 (N.D. Cal. 2021), *aff'd*, No. 21-15553, 2022 WL 822923, at *1 (9th Cir. Mar. 17,
2 2022) (awarding 4.71 multiplier); *In re Nat'l Collegiate Athletic Ass'n Athletic Grant-in-Aid Cap
3 Antitrust Litig.*, 768 F. App'x 651, 653 (9th Cir. 2019) (affirming multiplier of 3.66); *Steiner v.
4 American Broadcasting Co.*, 248 Fed. Appx. 780 (9th Cir. 2007) (affirming multiplier of 6.85).

5 Google may attempt to distinguish these cases on the grounds that they concern lodestar cross-
6 checks on percentage-of-the-fund awards, and argue that plaintiffs' requested multiplier is too high
7 in light of the injunctive relief nature of the settlement achieved. However, there is no prohibition
8 against awarding plaintiffs' counsel their requested 3.5 multiplier on a primarily injunctive relief
9 settlement. In making a fee award, the Court need only "reasonably conclude[] that the Settlement's
10 injunctive relief provided value to the class, and, applying Rule 23(e)(2) and our case law, determine[]
11 that the Settlement, including the attorney's fees award, [is] fair, reasonable, and adequate." *Littlejohn
12 v. Copland*, 819 F. App'x 491, 494 (9th Cir. 2020) (internal quotation omitted). Both federal courts
13 and California courts award positive multipliers on fee requests made in injunctive relief-only
14 settlements when the results achieved so merit. *E.g.*, *Grisson v. Sterling Infosystems, Inc.*, No. 1:20-
15 cv-07948-VSB, 2025 WL 1348480, at *1 (S.D.N.Y. May 8, 2025) (awarding 3.21 multiplier for
16 lodestar apportioned to injunctive-relief-only subclass, *see Grisson* ECF 48-1 at 22); *Gaston v.
17 LexisNexis Risk Sols. Inc.*, No. 5:16-cv-00009-KDB, 2021 WL 2077812, at *7 (W.D.N.C. May 24,
18 2021) (Following unsuccessful attempt to obtain classwide damages, court awarded a 1.85 multiplier
19 for (b)(2) settlement, including because "(1) Plaintiffs' counsel expended large amounts of time and
20 labor, demonstrated skill commensurate with their reputations, and achieved an excellent result in
21 this large and complex action; (2) Plaintiffs negotiated a Settlement Agreement that provides
22 substantial benefits for over 200 million consumers; (3) the Settlement Agreement forces Defendants
23 to comply with the DPPA and increases consumer privacy protection measures."); *City of Plantation
24 Police Officers' Employees' Retirement System v. Jeffries*, No. 2:14-cv-1380, 2014 WL 7404000, at
25 *4, *19 (S.D. Ohio Dec. 30, 2014) (Court awarded a 3.0 multiplier based on a settlement that led to
26 "changes to executive compensation," citing the importance of "rewarding attorneys for the benefits
27 secured."); *St. Louis*, 2014 WL 3945655, at *5-6 (This Court awarded a 1.5 multiplier for a non-
28 monetary settlement that resulted in "important" changes to company policies.); *Uphold our Heritage*

1 *v. Town of Woodside*, No. A120749, 2008 WL 4868816, at *7 (Cal. Ct. App. Nov. 12, 2008)
 2 (California Court of Appeal affirmed the award of a 2.0 multiplier for a non-monetary settlement);
 3 *Coalition for Los Angeles County Planning in the Public Interest v. Board of Supervisors of Los*
 4 *Angeles County*, 76 Cal. App. 3d 241, 251 (Dec. 28, 1977) (California Court of Appeal affirmed a
 5 fee award equivalent to a 2.04 multiplier on lodestar in injunctive relief settlement).

6 In considering an injunctive relief-only settlement, one court made a percentage-based award
 7 of between 13% and 27.4% of the total estimated injunctive relief settlement value (as calculated by
 8 plaintiffs' expert), supported by a lodestar cross-check yielding a 2.15 multiplier. *Yong Soon Oh v.*
 9 *AT & T Corp.*, 225 F.R.D. 142, 150, 154 (D.N.J. 2004). In so doing, the court praised plaintiffs for
 10 "attempt[ing] to correct a wrong being perpetrated" through settlement of a case where the "logistics
 11 of establishing damages ... would have been a nightmare." *Id.*

12 **1. Counsel Upheld Important Privacy Rights in the Face of Significant Risk**

13 This is a case where "the exceptionally strong result obtained, the risk undertaken by counsel
 14 litigating on contingency, the complexity of the legal issues, and the duration of the litigation all
 15 weigh in favor of an upward adjustment." *Rodman v. Safeway Inc.*, No. 11-CV-03003-JST, 2018 WL
 16 4030558, at *6 (N.D. Cal. Aug. 23, 2018). As detailed in Section II.B.(2), "counsel faced significant
 17 risks by engaging in substantial motion practice, extensive discovery, and hard-fought litigation
 18 surrounding essentially every conceivable issue." *See id.* at 3; *see also* Fitzpatrick Decl. ¶¶ 26-27. As
 19 is the case here, where a case is "fiercely litigated" and class counsel represented the class for more
 20 than four years on a contingency fee basis, an upward adjustment is warranted. *Rodman*, 2018 WL
 21 4030558 at *3 (citing *Willner v. Manpower Inc.*, No. 11-CV-02846-JST, 2015 WL 3863625, at *6
 22 (N.D. Cal. June 22, 2015)). *See also St. Louis*, 2014 WL 3945655, at *5 ("particularly protracted
 23 litigation" supports a higher multiplier).

24 A court must apply a risk multiplier "when the fee applicant establishes that the prevailing
 25 party would have faced 'substantial difficulties' in finding counsel without an adjustment for risk and
 26 that it is difficult to find counsel for this class of contingency fee cases." *Fischel*, 307 F.3d at 1008 n.
 27 8 (citing cases). Because of the substantial risk in undertaking privacy and consumer protection
 28 actions on a contingent basis, *see, e.g., Calhoun*, 349 F.R.D. at 598 (class certification denied with

1 prejudice), counsel who achieve success on behalf of class members are well compensated by courts.
2 *E.g., In re Facebook Consumer Priv. User Profile Litig.*, No. 3:18-md-02843-VC, 2023 WL 8445812,
3 *aff'd sub nom. Akins v. Facebook, Inc.*, No. 23-3550, 2025 WL 484621 (9th Cir. Feb. 13, 2025)
4 (awarding counsel \$181,250,000 in fees); *In re Apple Inc. Device Performance Litig.*, No. 5:18-md-
5 02827-EJD, 2023 WL 2090981 (N.D. Cal. Feb. 17, 2023) (awarding counsel \$80.6 million in fees).

6 This case was hard fought at great risk to plaintiffs' counsel for a reason. This case is
7 extremely important to the contractual and privacy rights of hundreds of millions of Google account
8 holders, and to the general public (*see* Pritzker Fee Decl. ¶¶ 7-8), further meriting the application of
9 a positive multiplier to plaintiffs' counsel's lodestar. Courts may award multipliers based not just on
10 "the difficulty of pretrial and trial preparation," but also the "importance of the suit." *St. Louis*, 2014
11 WL 3945655, at *5.

12 2. The Contingent Nature of the Case

13 A district court generally has discretion to apply a multiplier to the attorney's fees calculation
14 to compensate for the risk of nonpayment. *Fischel*, 307 F.3d at 1008. And the Ninth Circuit has
15 directed that a district court "must apply a risk multiplier to the lodestar when (1) attorneys take a
16 case with the expectation they will receive a risk enhancement if they prevail, (2) their hourly rate
17 does not reflect that risk, and (3) there is evidence the case was risky." *Stetson v. Grissom*, 821 F.3d
18 1157, 1166 (9th Cir. 2016).

19 All three factors are present here. First, plaintiffs' counsel took this case with the expectation
20 of receiving a risk enhancement if they were successful. *See* Pritzker Fee Decl. ¶¶ 26, 29. Second,
21 plaintiffs' counsel's rates do not reflect the risk of nonpayment. *See id.*; Barnes Decl. ¶ 16; Bottini
22 Decl. ¶ 15; Nishimura Decl. ¶ 14; Straite Decl. ¶ 16; Weaver Decl. ¶ 14. Accordingly, "public policy
23 favors a significant award of attorneys' fees above what Class Counsel would have charged on an
24 hourly fee basis." *In re Cap. One Consumer Data Sec. Breach Litig.*, No. 1:19-md-2915-AJT, 2022
25 WL 17176495, at *5 (E.D. Va. Nov. 17, 2022). *See also Ketchum v. Moses*, 17 P.3d 735, 745-46 (Cal.
26 2001) (Multipliers "approximate market-level compensation for such services, which typically
27 includes a premium for the risk of nonpayment or delay in payment."); *Uphold our Heritage*, 2008
28 WL 4868816, at *7 ("A lawyer who both bears the risk of not being paid and provides legal services

1 is not receiving the fair market value of his work if he is paid only for the second of these functions.
2 If he is paid no more, competent counsel will be reluctant to accept fee award cases.”) (internal
3 citation and quotation omitted). Third, for all the reasons already described, this case was extremely
4 risky for plaintiffs’ counsel.

5 **3. The Value of the Injunctive Relief Obtained**

6 The foremost consideration in determining whether to apply a positive multiplier to counsel’s
7 lodestar figure is the benefit obtained for the class. *Bluetooth*, 654 F.3d at 942 (citing cases). *See also*
8 *McCown v. City of Fontana*, 565 F.3d 1097, 1102 (9th Cir. 2009) (the ultimate reasonableness of the
9 fee “is determined primarily by reference to the level of success achieved by the plaintiff.”).

10 The value of the relief obtained by the settlement is conservatively \$1.4 billion, as detailed by
11 Professor Zeithammer. Zeithammer Decl. ¶¶ 34-36. Moreover, while all settlement class members
12 retain the right to pursue individual damage claims against Google in the future, the injunctive relief
13 secured by plaintiffs is of a scale and importance that outweighs any conceivable monetary damages
14 award. Plaintiffs achieved their litigation goals of choice, transparency, and accountability through a
15 settlement that will fundamentally alter both Google’s business practices as well as the workings of
16 the entire online and mobile advertising industry. No longer can Google and its advertising partners
17 identify and target for personalized ads hundreds of millions of Americans without their informed
18 consent. Plaintiffs have obtained injunctive relief with a “systemic effect of importance” and serving
19 a “substantial public interest,” *LeBlanc-Sternberg v. Fletcher*, 143 F.3d 748, 760 (2d Cir. 1998), and
20 for that result, plaintiffs’ counsel respectfully submits that a substantial fee award is warranted.

21 **III. Plaintiffs’ Expenses Are Reasonable and Reimbursable**

22 Plaintiffs’ counsel also moves for recovery of \$3,488,792.96 in total out-of-pocket expenses
23 incurred during this litigation, which are itemized in the Pritzker Fee Declaration. *See* Pritzker Fee
24 Decl. ¶¶ 34-36. As with fees, Google agrees that plaintiffs’ counsel are entitled to be compensated
25 for litigation expenses incurred and will pay any expenses awarded by the Court, but reserves the
26 right to contest the reasonableness of the amount requested. *See* SA at C.1.

27 Plaintiffs’ counsel have submitted reasonable expenses that were necessary to prosecute this
28 case and are of the type that are typically approved for reimbursement by courts or billed to paying

1 clients. *See Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (holding that attorneys may recover
2 reasonable expenses that would typically be billed to paying clients in non-contingency matters); *In*
3 *re PFA Ins. Mktg. Litig.*, No. 4:18-CV-03771, 2024 WL 1145209, at *25 (N.D. Cal. Feb. 5, 2024)
4 (Gonzalez Rogers, J.) (awarding costs for travel expenses, research, court filing fees, transcripts and
5 court reporters, mediation expenses, experts, and document review expenses). Here, submitted
6 expenses include travel costs, filing fees, service of process, hearing transcripts, photocopies,
7 database licensing and hosting, deposition and court reporter fees, internet-based research costs, court
8 fees, and research and expert consulting costs. *See* Pritzker Fee Decl. ¶¶ 25, 34 and Ex. D thereto;
9 *see also* Exhibits D to the Weaver Decl., Bottini Decl., Nishimura Decl., Straite Decl., and Barnes
10 Decl. They also include expenses for the Special Master and Mediator, which were reasonably
11 incurred to resolve privilege disputes and to achieve the extraordinary settlement of this action. *Id.*

12 **IV. CONCLUSION**

13 For all of the foregoing reasons, plaintiffs respectfully request that the Court award plaintiffs’
14 counsel \$128,358,352 million in attorneys’ fees and \$3,488,792.96 in expenses.

15
16 DATED: October 1, 2025

Respectfully submitted,

PRITZKER LEVINE LLP

By: /s/ Elizabeth C. Pritzker

Elizabeth C. Pritzker (Cal. Bar No.146267)
Jonathan K. Levine (Cal. Bar No. 220289)
Bethany Caracuzzo (Cal. Bar No. 190687)
Caroline Corbitt (Cal Bar No. 305492)
1900 Powell Street, Ste. 450
Emeryville, CA 94602
Tel.: (415) 692-0772
ecp@pritzkerlevine.com
jkl@pritzkerlevine.com
bc@pritzkerlevine.com
ccc@pritzkerlevine.com

Interim Class Counsel

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BLEICHMAR FONTI & AULD LLP

Lesley Weaver (Cal. Bar No.191305)
Anne K. Davis (Cal. Bar No. 267909)
Joshua D. Samra (Cal. Bar No. 313050)
1330 Broadway, Suite 630
Oakland, CA 94612
Tel.: (415) 445-4003
lweaver@bfalaw.com
adavis@bfalaw.com
jsamra@bfalaw.com

SIMMONS HANLY CONROY LLP

Jason ‘Jay’ Barnes (admitted *pro hac vice*)
An Truong (admitted *pro hac vice*)
112 Madison Avenue, 7th Floor
New York, NY 10016
Tel.: (212) 784-6400
jaybarnes@simmonsfirm.com
atruong@simmonsfirm.com

DICELLO LEVITT LLP

David A. Straite (admitted *pro hac vice*)
485 Lexington Avenue, Suite 1001
New York, NY 10017
Tel.: (212) 784-6400
Tel: (646) 993-1000
dstraite@dicellolevitt.com

James Ulwick (admitted *pro hac vice*)
Ten North Dearborn Street, Sixth Floor
Chicago, IL 60602
Tel.: (312) 214-7900
julwick@dicellolevitt.com

**COTCHETT PITRE & MCCARTHY,
LLP**

Nanci E. Nishimura (Cal. Bar No. 152621)
Brian Danitz (Cal Bar. No. 247403)
Karin B. Swope (admitted *pro hac vice*)
840 Malcolm Road
Burlingame, CA 94010
Tel.: (650) 697-6000
nnishimura@cpmlegal.com
bdanitz@cpmlegal.com
kswope@cpmlegal.com

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BOTTINI & BOTTINI, INC.
Francis A. Bottini, Jr. (Cal. Bar No. 175783)
Aaron P. Arnzen (Cal. Bar. No. 218272)
7817 Ivanhoe Ave., Ste. 102
La Jolla, CA 92037
Tel.: (858) 914-2001
fbottini@bottinilaw.com
aarnzen@bottinilaw.com

Counsel for Plaintiffs and the Proposed Class

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CERTIFICATE OF SERVICE

I hereby certify that on October 1, 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