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

FREE RANGE CONTENT, INC., et al.,
Plaintiffs,
v.
GOOGLE, LLC,
Defendant.

Case No. 14-cv-02329-BLF

**ORDER GRANTING PLAINTIFFS’
MOTION FOR FINAL APPROVAL OF
SETTLEMENT; GRANTING
PLAINTIFFS’ MOTION FOR SERVICE
AWARDS, ATTORNEYS’ FEES, AND
COSTS AND EXPENSES**

[Re: ECF 258, 276]

On February 7, 2019, the Court heard (1) Plaintiffs’ Motion for Final Approval of Settlement (ECF 276), and (2) Plaintiffs’ Motion for Service Awards, Attorneys’ Fees, and Costs and Expenses (ECF 258). For the reasons discussed below and those stated on the record at the hearing on the motions, the motions are GRANTED.

I. BACKGROUND

Plaintiffs are former ad publishers on Defendant Google, LLC’s (“Google”) AdSense advertising program. Third Am. Compl. (“TAC”) ¶¶ 51, 58, 66, 70, 74, 76, 79, 86, 88, 91, ECF 92. As part of the AdSense program, known as the AdSense for Content service, the ad publishers host advertisements on their websites, and when visitors to the sites click on or interact with the ads, the publishers can receive a majority of the fees the advertisers pay to Google. TAC ¶¶ 1, 19, 23. To participate in the program, Plaintiffs and other AdSense publishers signed two contracts for the U.S., its territories, or Canada in the relevant period: (1) terms and conditions applicable at the inception of the class period, May 20, 2010, through April 22, 2013 (earlier-effective contract) (“terms and conditions”); and (2) terms of service applicable from April 23, 2013, through the present (latter-effective contract) (“terms of service”) (collectively, “Terms”). TAC ¶¶ 23, 25, 27–

1 29 & Exs. A & B. The terms of these two contracts were substantially similar in all material
2 respects, except as discussed below with respect to class certification.

3 Plaintiffs were AdSense publishers subject to either the U.S. or Canada AdSense Terms.
4 TAC ¶¶ 9, 17. At some point during the relevant period, Google terminated each Plaintiff's
5 AdSense account for alleged breach of the AdSense Terms. TAC ¶¶ 51, 58, 66, 70, 74, 76, 79, 86,
6 88, 91. On the respective dates of termination of each account, Google owed each Plaintiff certain
7 unpaid earnings, which Google refused to pay to Plaintiffs based on each Plaintiff's purported
8 violation of the Terms. *See, e.g.*, TAC ¶¶ 61, 72, 81, 94. Plaintiffs allege that Google had a
9 uniform practice or policy of withholding 100% unpaid earnings from ad publishers for supposed
10 breaches of the Terms. TAC ¶¶ 30–34.

11 Because they never received their full earnings, Plaintiffs bring this putative class action
12 law suit, asserting claims individually and on behalf of other former AdSense publishers whose
13 accounts were subject to the Terms and whose accounts Google disabled or terminated without
14 paying them their full earnings. TAC ¶ 115. Based on Google's actions, Plaintiffs brought the
15 following claims: (1) violation of Cal. Civil Code § 1671(b), challenging the Terms' liquidated
16 damages clause; (2) breach of contract; (3) breach of the implied covenant of good faith and fair
17 dealing; (4) unjust enrichment; (5) violation of California's Unfair Competition Law, Cal. Bus.
18 Prof. Code §§ 17200, *et seq.*; and (6) & (7) requests for declaratory relief. TAC ¶¶ 125–85.

19 This litigation has a long history. Plaintiffs filed their complaint on May 20, 2014.
20 Plaintiffs have twice amended their complaint: first, in response to a motion to dismiss by Google,
21 and second, in response to a Court order granting Google's second motion to dismiss as to all
22 claims, with leave to amend for most. *See* ECF Nos. 21, 27, 38, 66, 73. Plaintiffs then moved for
23 reconsideration of the Court's order dismissing their liquidated damages claim. ECF 75. The
24 Court granted leave to file a motion for reconsideration, ECF 81, and after full briefing and a
25 hearing, the Court granted the motion for reconsideration, allowing Plaintiff to file a third
26 amended complaint including the liquidated damages claim, ECF 91. Google again moved to
27 dismiss, which the Court granted in part and denied in part. ECF 116. Google answered the Third
28 Amended Complaint on June 3, 2016, more than two years after the lawsuit's inception. ECF 120.

1 The parties then engaged in substantial discovery, including numerous requests for
2 production and interrogatories and their responses, as well as depositions. Lopez Prelim Appr.
3 Decl. ¶¶ 3, 5, ECF 246. Following discovery, Plaintiffs moved for class certification on March 10,
4 2017. ECF Nos. 160–66. After extensive briefing and a hearing on the motion, the Court granted
5 in part and denied in part Plaintiffs’ motion to certify the class. ECF 234. The certified class was
6 defined as follows:

7 All former or current Google AdSense publishers: (1) whose AdSense accounts were
8 subject to Google’s terms of service for the United States; (2) whose AdSense
9 account Google disabled or terminated for any breach of contract, including policy
10 violations or invalid activity, on any date between and including April 23, 2013, and
11 the date of judgment in this matter; (3) whose last AdSense program earnings or
12 unpaid amounts Google withheld in their entirety, and permanently, in connection
with such disablement or termination; and (4) who submitted a written notice of
dispute to Google within 30 days of notice from Google of withholding from their
AdSense publishers’ accounts.

13 ECF 234 at 33–34. The certified question concerned only Plaintiffs’ claim for breach of the
14 implied covenant of good faith and fair dealing (“GFFD”). *Id.* at 34. The Court declined to
15 include in the certified class (1) publishers who were terminated based on the earlier-effective
16 Terms and Conditions, because of differing language between the Terms and Conditions and
17 Terms of Service that was material to the GFFD claim, and (2) publishers who had not submitted
18 written notice, because of a private statute of limitations issue. *See* ECF 116 at 18–21, 24–25.
19 After the order issued, the parties continued discovery and prepared for summary judgment and
20 trial, which was scheduled for March 2018. Lopez Prelim. Appr. Decl. ¶ 5; ECF Nos. 115, 226,
21 228–31.

22 Concurrently with the briefing on class certification, the parties engaged in mediation and
23 settlement discussions. On May 15, 2017, the parties attended an in-person mediation but did not
24 settle. Lopez Prelim. Appr. Decl. ¶ 4. After the Court certified the class, the parties continued
25 their negotiations. *Id.* ¶ 5. On September 14, 2017, the parties agreed to a mediator’s proposal.
26 *Id.* ¶ 6. The settlement was finalized on March 1, 2018. *Id.* ¶ 7.

27 On June 8, 2018, the Court granted Plaintiffs’ motion for preliminary approval of class
28 action settlement and set a fairness hearing for October 17, 2018, which was later moved to

1 February 7, 2018. *See* ECF 254. On October 5, 2018, the Court granted the parties’ joint request
2 to replace the settlement agreement included in the preliminary approval with a modified
3 agreement (“Amended Agreement”). ECF 274.

4 The Amended Agreement defines the “Settlement Class” as follows:

5 [A]ll persons or entities Google’s records indicate are located within the United
6 States, American Samoa, Puerto Rico, the United States Minor Outlying Islands, the
7 U.S. Virgin Islands, or Canada, whose AdSense account Google disabled or
8 terminated on any date between May 20, 2010 and the date the Court grants
9 Preliminary Approval of this Settlement, and whose last AdSense unpaid amounts
10 Google withheld in their entirety, and permanently, on any date between May 20,
2010 and the date the Court grants Preliminary Approval of this Settlement in
connection with such disablement or termination, and where the sum withheld totals
\$10 or more.

11 Am. Agreement ¶ 1.43, ECF 273-1. The \$10 minimum reflects Google’s lowest purported
12 payment threshold under the Terms—that is, the minimum earnings required for Google to issue
13 payment to the publisher. *See* ECF 92, Ex. A ¶ 5 & Ex. B ¶ 11. In contrast to the certified class,
14 but in conformance with the class proposed in the Third Amended Complaint, the Settlement
15 Class includes publishers in the U.S. territories and Canada, those who did not file notices of
16 dispute, and those who were terminated under the earlier-effective Terms and Conditions. The
17 final Settlement Class includes 200,541 members, each of whom had a 60-day claims period.
18 Pinkerton Decl. ¶¶ 5–8, 31, ECF 278; Lopez Final Appr. Decl. ¶ 2, ECF 277.

19 Under the Amended Agreement, Google has agreed to provide a Settlement Fund in the
20 amount of \$11 million. Am. Agreement ¶¶ 1.46, 2.1–2.2. Based on Google’s calculations, the
21 total amount of money allegedly withheld from members of the Settlement Class was \$133
22 million. Lopez Final Appr. Decl. ¶ 3. Of the \$11 million, the Settlement Class will receive what
23 remains after subtracting the cost of notice and administration by the Settlement Administrator;
24 attorneys’ fees, costs, and expenses; and class representatives’ service awards. Am. Agreement ¶
25 1.21.

26 The Amended Agreement contemplates a process for direct payments to the Class
27 members. First, Class members needed to submit within the 60-day class period claims for the
28

1 amount allegedly withheld from them via a simple claim form. *Id.* ¶¶ 1.4, 1.6, 3.1–3.2.2; Garr
2 Decl., Ex. F, ECF 247-6. Given the Court’s previous statute of limitations ruling, the Settlement
3 Agreement contained provisions for determining whether the member had submitted to Google a
4 timely notice of dispute. Am. Agreement ¶¶ 3.1.2, 3.3; Lopez Final Appr. Decl. ¶ 5. Second,
5 based on the total sum of the claimed amounts allegedly withheld, the Amended Agreement
6 contemplated choosing one of three “Settlement Scenarios.” Am. Agreement ¶¶ 2.4.1–2.4.4. Two
7 of those scenarios required the claimants to be categorized into three payment groups, which
8 contemplated varied recovery based on several of the Court’s earlier rulings. *Id.* ¶¶ 2.4.3(i)–(iii),
9 2.4.4; *see* ECF 234 at 33–34; ECF 116 at 18–21, 24.

10 After payment of the appropriate funds as contemplated by the chosen scenario, any
11 remaining funds were to be distributed to two *Cy Pres* Recipients: Public Counsel and Public
12 Justice Foundation, each of which has national reach and works in consumer protection, including
13 in the Internet arena. Am. Agreement ¶¶ 1.11, 2.4.2, 2.5.1, 2.5.2; Lopez Prelim. Appr. Decl. Exs.
14 D & E. The *Cy Pres* recipients will receive distributions only as to (1) any failed automated
15 clearing house electronic transfer/physical check redistribution funds left over as to Settlement
16 Class Members whose valid claims have been paid at 100%; and (2) any redistribution funds
17 otherwise payable to any Settlement Class Member who chose payment by physical check, but
18 only if the redistribution otherwise payable to those Settlement Class Members would total less
19 than \$3.00 apiece. Am. Agreement ¶ 2.5.1.

20 The Court approved, and the Settlement Administrator and parties complied with, the
21 following notice process, Pinkerton Decl. ¶¶ 18–23: Settlement Class Members were sent direct
22 email notice, with supplemental postcard notice if the email notice was undeliverable and Google
23 knew the Member’s physical address. ECF 254 ¶¶ 11–12. A press release was also issued, and a
24 settlement website was created. *Id.* ¶¶ 7, 13–14; Pinkerton Decl. ¶ 9; Garr Prelim. Appr. Decl. ¶¶
25 19–20 & Ex. C, ECF 247-3. Finally, the Settlement Administrator effected a CAFA notice. Am.
26 Agreement ¶ 4.8; Pinkerton Decl. ¶ 4. Ultimately, there was no need to use a contemplated digital
27 notice campaign because the direct-notice efforts did not fall below 72%. ECF 254 ¶ 7; Pinkerton
28 Decl. ¶ 24. The email and postcard notice processes are estimated to have reached 80% of the

1 class. Pinkerton Decl. ¶ 24.

2 9,649 valid claims were submitted, with a total amount allegedly withheld of
3 \$20,054,697.93, resulting in Scenario 3 of the Amended Agreement.¹ Pinkerton Decl. ¶¶ 33, 35,
4 38; Am. Agreement ¶ 2.4.4; Pinkerton Second Suppl. Decl. ¶ 5, ECF 285. Based on the Payment
5 Groups as defined in the Amended Agreement, Am. Agreement ¶¶ 2.4.3(i)–(iii), each group’s total
6 members and aggregate amount allegedly withheld was as follows: (1) Group 1—1,947 members
7 for \$8,990,232.81; (2) Group 2—3,048 members for \$4,250,438.66; and (3) Group 3—4,657
8 members for \$6,814,026.46. Pinkerton Second Suppl. Decl. ¶ 9; Pinkerton Decl. ¶ 35. After
9 subtracting the contemplated costs as described above (*e.g.*, the attorneys’ fees award), the Net
10 Settlement Fund is close to \$8 million, which is approximately 39.89% of the total amount
11 allegedly withheld from the claimants. *Id.* ¶ 37; Pinkerton Suppl. Decl. ¶ 9, ECF 281; Pinkerton
12 Second Suppl. Decl. ¶ 11. Pursuant to Scenario 3, as set forth in the Amended Agreement, Am.
13 Agreement ¶¶ 2.4.3–2.4.4, the three Groups were set to be paid at a 10/5/3 ratio of percentages,
14 resulting in an aggregated sum of \$13,159,660 before pro-rating. Pinkerton Second Suppl. Decl. ¶
15 5. After pro-rating, the total proposed payments to each group are as follows: 1,946 payments
16 totaling \$5,435,734.54 to Claimants in Payment Group 1; 3,048 payments totaling \$1,284,964.78
17 to Claimants in Payment Group 2; and 4,512 payments totaling \$1,235,638.84 to Payment Group
18 3. Pinkerton Second Suppl. Decl. ¶¶ 12–14.

19 The email and postcard notices informed Members of the opportunity to opt out through a
20 simple form. Am. Agreement ¶ 5.2.1; Garr Decl., Ex. G, ECF 247-7. 45 settlement members
21 opted out, representing only 0.22% of settlement class members. Pinkerton Decl. ¶ 40 & Ex. J,
22 ECF 278-10. 57 objections were submitted; however, the Settlement Administrator determined
23 that only 18 of these objections were submitted by settlement class members. *Id.* ¶ 42 & Ex. K,
24 ECF 278-11; Lopez Final Appr. Decl., Ex. A (“Melin Obj.”), ECF 277-1. The Court reviewed

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26
27 ¹ On March 4, 2019, the Settlement Administrator informed the Court that 101 Settlement Class
28 Members had submitted valid claims that were not properly logged in the Administrator’s original
calculations submitted to the Court in support of the Final Approval motion. ECF 283 ¶¶ 3–5.
After input from Google, the Settlement Administrator updated the estimated adjusted amount and
proposed total payments for each payment group. ECF 285. This Order reflects these updates.

1 each of these 18 “objections” and determined that only five such objections can fairly be
2 characterized as objections; the remainder either complain about Google’s practices generally;
3 describe the manner in which Google terminated the objectors’ accounts; reprint the email the
4 objector received from Google terminating his or her account; seek to provide information about
5 the objector (*e.g.*, AdSense account id number); or say “I don’t know.” *See* Pinkerton Decl., Ex.
6 K; Pinkerton Suppl. Decl., Ex. B, ECF 281-2.

7 On February 7, 2019, the Court heard Plaintiffs’ Motion for Final Approval of Settlement
8 and Plaintiffs’ Motion for Service Awards, Attorneys’ Fees, and Costs and Expenses. No
9 objectors appeared at the hearing. The Court indicated on the record that both motions would be
10 granted.

11 **II. MOTION FOR FINAL APPROVAL OF SETTLEMENT**

12 In order to grant final approval of the class action settlement, the Court must determine
13 that (1) the class meets the requirements for certification under Federal Rule of Civil Procedure
14 23, and (2) the settlement reached on behalf of the class is fair, reasonable, and adequate. *See*
15 *Staton v. Boeing Co.*, 327 F.3d 938, 952 (9th Cir. 2003) (“Especially in the context of a case in
16 which the parties reach a settlement agreement prior to class certification, courts must peruse the
17 proposed compromise to ratify both the propriety of the certification and the fairness of the
18 settlement.”).

19 **A. The Class Meets the Requirements for Certification under Rule 23**

20 A class action is maintainable only if it meets the four requirements of Rule 23(a):

- 21 (1) the class is so numerous that joinder of all members is
22 impracticable;
- 23 (2) there are questions of law or fact common to the class;
- 24 (3) the claims or defenses of the representative parties are
25 typical of the claims or defenses of the class; and
- 26 (4) the representative parties will fairly and adequately protect
the interests of the class.

27 Fed. R. Civ. P. 23(a). In a settlement-only certification context, the “specifications of the Rule—
28 those designed to protect absentees by blocking unwarranted or overbroad class definitions—

1 demand undiluted, even heightened, attention.” *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591,
2 620 (1997).²

3 In addition to satisfying the Rule 23(a) requirements, “parties seeking class certification
4 must show that the action is maintainable under Rule 23(b)(1), (2), or (3).” *Id.* at 614. Plaintiffs
5 seek certification under Rule 23(b)(3), which requires that (1) “questions of law or fact common to
6 class members predominate over any questions affecting only individual members” and (2) “a
7 class action is superior to other available methods for fairly and efficiently adjudicating the
8 controversy.” Fed. R. Civ. P. 23(b)(3).

9 The Court concluded that these requirements were satisfied when it granted preliminary
10 approval of the class action settlement. *See* ECF 254. The Court is not aware of any new facts
11 which would alter that conclusion. However, the Court reviews the Rule 23 requirements again
12 briefly, as follows.

13 Turning first to the Rule 23(a) prerequisites, the Court has no difficulty concluding that
14 because the class contains 200,541 members, joinder of all class members would be impracticable.
15 *See* Pinkerton Decl. ¶¶ 5–8. The commonality requirement is met because the key issues in the
16 case are the same for all class members, including whether Google’s actions with respect to its
17 uniform withholding practice for terminated accounts violated the law, including the implied
18 covenant of good faith a fair dealing—a question this Court has already found warranted class
19 certification. *See* ECF 143 at 20–21. Plaintiffs’ claims are typical of those of the class, as they
20 advance the same claims, share identical legal theories, and experienced withholdings of their
21 unpaid earnings when Google terminated their accounts. *See Hanlon v. Chrysler Corp.*, 150 F.3d
22 1011, 1020 (9th Cir. 1998) (typicality requires only that the claims of the class representatives be
23 “reasonably co-extensive with those of absent class members”). Finally, to determine Plaintiffs’
24 adequacy, the Court “must resolve two questions: (1) do the named plaintiffs and their counsel
25 have any conflicts of interest with other class members and (2) will the named plaintiffs and their
26

27 ² Although the Court previously certified a class, the settlement class is broader in several
28 dimensions, thus the Court has considered the matter without regard to the previously certified
class.

1 counsel prosecute the action vigorously on behalf of the class?” *Ellis v. Costco Wholesale Corp.*,
2 657 F.3d 970, 985 (9th Cir. 2011) (internal quotation marks and citation omitted). The Court has
3 no reservations regarding the abilities of Class Counsel or their zeal in representing the class, and
4 the record discloses no conflict of interest which would preclude Plaintiffs from acting as class
5 representatives. *See* Lopez Prelim. Appr. Decl. ¶¶ 12, 15–16; *see also* ECF 260–63 (class
6 representatives’ declarations).

7 With respect to Rule 23(b)(3), the “predominance inquiry tests whether proposed classes
8 are sufficiently cohesive to warrant adjudication by representation.” *Amchem*, 521 U.S. at 623.
9 The common questions in this case which would be subject to common proof—including whether
10 Google’s actions with respect to its uniform withholding practice for terminated accounts violated
11 the laws, such as the implied covenant of good faith a fair dealing; whether Google had uniform
12 policies or practices with respect to withholding earnings; and whether Class Members gave
13 compensable value by displaying ads—predominate. *See, e.g.*, ECF 234 at 13–14, 27–29. Given
14 that commonality, and the number of class members, the Court concludes that a class action is a
15 superior mechanism for adjudicating the claims at issue.

16 Accordingly, the Court concludes that the requirements of Rule 23 are met and thus that
17 certification of the class for settlement purposes is appropriate. Plaintiffs Free Range Content,
18 Inc., Coconut Island Software, Inc., Taylor Chose, and Matthew Simpson are hereby appointed as
19 class representatives, and Steve W. Berman and Robert F. Lopez of Hagens Berman Sobol
20 Shapiro LLP are appointed class counsel.

21 **B. The Settlement is Fundamentally Fair, Adequate, and Reasonable**

22 Federal Rule of Civil Procedure 23(e) provides that “[t]he claims, issues, or defenses of a
23 certified class may be settled, voluntarily dismissed, or compromised only with the court’s
24 approval.” Fed. R. Civ. P. 23(e). “Adequate notice is critical to court approval of a class
25 settlement under Rule 23(e).” *Hanlon*, 150 F.3d at 1025. Moreover, “[a] district court’s approval
26 of a class-action settlement must be accompanied by a finding that the settlement is ‘fair,
27 reasonable, and adequate.’” *Lane v. Facebook, Inc.*, 696 F.3d 811, 818 (9th Cir. 2012) (quoting
28 Fed. R. Civ. P. 23(e)). “[A] district court’s only role in reviewing the substance of that settlement

1 is to ensure that it is fair, adequate, and free from collusion.” *Id.* (internal quotation marks and
2 citation omitted). In making that determination, the district court is guided by an eight-factor test
3 articulated by the Ninth Circuit in *Hanlon v. Chrysler Corp* (“*Hanlon* factors”). *Id.* Those factors
4 include:

5 the strength of the plaintiffs’ case; the risk, expense, complexity, and likely
6 duration of further litigation; the risk of maintaining class action status throughout
7 the trial; the amount offered in settlement; the extent of discovery completed and
8 the stage of the proceedings; the experience and views of counsel; the presence of a
9 governmental participant; and the reaction of the class members to the proposed
10 settlement.

11 *Hanlon*, 150 F.3d at 1026–27; *see also Lane*, 696 F.3d at 819 (discussing *Hanlon* factors).

12 **1. Notice was Adequate**

13 The Court previously approved Plaintiffs’ plan for providing notice to the class when it
14 granted preliminary approval of the class action settlement. *See* ECF 254. Prior to granting
15 preliminary approval, the Court examined carefully the proposed class notice and notice plan and
16 determined that they complied with Federal Rule of Civil Procedure 23 and Due Process. *Id.* ¶¶
17 6–14. Plaintiffs have provided a declaration of the Settlement Administrator describing
18 implementation of the notice plan. *See generally* Pinkerton Decl. The Court has summarized the
19 key portions of that declaration in section I, above. Based on that declaration, it appears that at
20 least approximately 80% of all class members received notice through direct email and postcard
21 notice. *See id.* ¶¶ 12, 24. Moreover, the Settlement Administrator issued a press release and a
22 settlement website was created. *See id.* ¶¶ 4, 9. “[N]otice plans estimated to reach a minimum of
23 70 percent are constitutional and comply with Rule 23.” *Edwards v. Nat’l Milk Producers Fed’n*,
24 No. 11-CV-04766-JSW, 2017 WL 3623734, at *4 (N.D. Cal. June 26, 2017). The Court is
25 satisfied that the class members were provided with the best notice practicable under the
26 circumstances, and that such notice was adequate.

27 **2. Presumption of Correctness**

28 Before discussing the *Hanlon* factors, the Court notes that “[a] presumption of correctness
is said to ‘attach to a class settlement reached in arm’s-length negotiations between experienced
capable counsel after meaningful discovery.’” *In re Heritage Bond Litig.*, No. 02-ML-1475 DT,

1 2005 WL 1594403, at *9 (C.D. Cal. June 10, 2005) (quoting *Manual for Complex Litigation*
 2 (Third) § 30.42 (1995)). The settlement in this case was the result of arms-length negotiations
 3 between experienced counsel with the aid of a respected mediator. *See Lopez Prelim. Appr. Decl.*
 4 ¶¶ 4–8. Moreover, the parties conducted extensive discovery prior to settling. *Id.* ¶¶ 3, 5.

5 The Court therefore concludes that on this record a presumption of correctness applies to
 6 the class action settlement.

7 **3. Hanlon Factors**

8 Turning to the *Hanlon* factors, the Court first considers the strength of Plaintiffs’ case,
 9 weighing the likelihood of success on the merits and the range of possible recovery (factor 1).
 10 While Plaintiffs’ claims certainly appear viable on their face, Google raised a variety of defenses,
 11 including that it had the contractual right to withhold at least some of the funds; that the amounts
 12 allegedly withheld were not the appropriate metric because they did not account for funds
 13 withheld for direct violations of the Terms, *see, e.g.*, ECF 176-50 at 7–8; and that Plaintiffs had
 14 not substantially performed by merely hosting a website that attracts clicks, *see* ECF 234 at 29 n.4.
 15 *See* Final Appr. Mot. at 14–15; *Lopez. Prelim. Appr. Decl.* ¶¶ 18–21. Likewise, Plaintiffs were
 16 aware that they might face a class decertification motion if Google could prove it was entitled to
 17 offsets from the amounts withheld. *Lopez. Prelim. Appr. Decl.* ¶ 20. With respect to the risk,
 18 expense, complexity, and duration of litigation (factor 2), Plaintiffs faced significant hurdles,
 19 including defense motions to dismiss and oppositions to an important motion for reconsideration
 20 and to class certification. Moving forward, they likely would have faced a defense motion for
 21 summary judgment, and perhaps a defense motion for class decertification. As such, the risk of
 22 maintaining class action status at trial was high (factor 3). *See Rodriguez v. W. Publ’g Corp.*, 563
 23 F.3d 948, 966 (9th Cir. 2009).

24 The settlement recovery of \$11,000,000 is significant given the size of the class (~200,000
 25 class members) (factor 4). Under the terms of the Agreement, class members with the strongest
 26 legal claims will receive the greatest recovery, and those whose claims the Court previously
 27 questioned or rejected will still receive a meaningful percentage of their claimed amounts. *See*
 28 Am. Agreement ¶ 2.4; *see also* Final Appr. Mot. at 15–16. Given those figures, the recovery

1 obtained under this settlement is significant.

2 Substantial formal discovery had been completed at the time of settlement, and the case is
3 at an advanced stage, with summary judgment and trial on the imminent horizon (factor 5).

4 Through discovery, Plaintiffs have gathered significant information about Google’s relevant
5 practices; “[s]uch information places the Plaintiff Class in a position to make an informed decision
6 about settlement.” *Lane v. Facebook, Inc.*, No. C 08-3845-RS, 2010 WL 9013059, at *5 (N.D.
7 Cal. Mar. 17, 2010), *aff’d*, 696 F.3d 811 (9th Cir. 2012). Given this extensive discovery, as well
8 as the substantial motions practice, the Court is satisfied that the parties are sufficiently familiar
9 with the issues in the case to have informed opinions regarding its strengths and weaknesses
10 (factor 6). Class Counsel have extensive experience in litigation of consumer and commercial
11 class actions, and Google is represented by a well-respected law firm. Lopez Prelim. Appr. Decl.
12 ¶¶ 15, 21 & Ex. C. Class counsel’s views that the settlement is a good one is entitled to significant
13 weight. *See In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1043 (N.D. Cal. 2008).

14 There is no government participant (factor 7). However, the class reaction to the
15 settlement is favorable (factor 8). There were only 45 opt outs and five true objections, which are
16 discussed below. *See Churchill Village LLC v. Gen. Elec.*, 361 F.3d 566, 577 (9th Cir. 2004)
17 (affirming settlement with 45 objections and 500 opt outs of 90,000 notices sent).

18 Based on the foregoing reasons, and after considering the record as a whole as guided by
19 the *Hanlon* factors, the Court finds that the settlement is fair, adequate, and reasonable.

20 **C. Objections**

21 As discussed above, 57 objections were submitted—56 to the Settlement Administrator
22 and one to the Court, which was forwarded to class counsel. Pinkerton Decl. ¶ 42; ECF notice
23 between ECF 256 & 257. The Settlement Administrator determined that only 18 of these
24 objections were submitted by settlement class members. Pinkerton Decl. ¶ 42 & Ex. K. After
25 reviewing these objections, the Court determined that only five objections contained substantive
26 objections to the settlement. The Court discusses each objection in turn.

27 **1. Eric Melin Objection**

28 Settlement Class member Eric Melin is the Founder & CEO of PopuTrust and claims he

1 has spent “millions on Google AdSense” in his “over 20 years as a digital ad agency.” He objects
2 to the settlement on the following bases: (1) because his AdSense account is “linked to” other
3 Google accounts, he argues that the settlement “cannot be limited to one AdSense account”; (2)
4 “each [AdSense account] needs to be handled separately and uniquely for the court to consider
5 fairly and determine a percentage / accurate number of accounts / replies”; (3) the attorneys’ fees
6 are excessive; and (4) he requests a “list of Non-Profit Organizations and the method by which
7 determination/selection is made.” Lopez Final Appr. Decl., Ex. A (“Melin Obj.”), ECF 277-1.

8 As to the first basis, the scope of the settlement is appropriately limited to the claims at
9 issue, which are grounded in the Terms for the AdSense program (not any other Google program),
10 as well as actions Google allegedly took with respect to the AdSense program alone. The
11 Settlement Class is appropriately limited to persons and entities whose AdSense accounts were
12 terminated or disabled. *See* Am. Agreement ¶ 1.41.

13 His next basis amounts to an argument that the Court needed to consider each Class
14 Member’s account individually—that is, that class-wide resolution is inappropriate. But the Court
15 has found that class certification is appropriate here, including finding that there are questions of
16 law or fact common to the class, that those questions predominate over any questions affecting
17 only individual members, and that a class action is superior to other available methods for fairly
18 and efficiently adjudicating the controversy. *See* Fed. Rule Civ. Proc. 23(a)–(b). Moreover, the
19 results are fair, adequate, and reasonable. *See* Fed. Rule Civ. Proc. 23(e). “[T]here is a strong
20 judicial policy that favors settlements, particularly where complex class action litigation is
21 concerned.” *Allen v. Bedolla*, 787 F.3d 1218, 1223 (9th Cir. 2015) (citation omitted). Though this
22 policy is weighed against the “due process concerns for absent class members,” the Settlement
23 here has taken into account the varied interests of class members, namely by categorizing the
24 accounts into different Class groups and awarding recovery based on the likelihood of success on
25 the merits for each group in accordance with the Court’s previous rulings. Am. Agreement ¶¶
26 2.4.3(i)–(iii), 2.4.4; *see* ECF 234 at 33–34; ECF 116 at 18–21, 24. To the extent Mr. Melin is
27 upset with his recovery amount, “it is the nature of a settlement, as a highly negotiated
28 compromise . . . that ‘[i]t may be unavoidable that some class members will always be happier

1 with a given result than others.” *Allen*, 787 F.3d at 1223 (quoting *Officers for Justice v. Civil*
 2 *Serv. Comm’n of City & Cnty. of San Francisco*, 688 F.2d 615, 624 (9th Cir. 1982)). Given these
 3 considerations, class-wide resolution of these claims and the recovery achieved for each class
 4 member is appropriate here.

5 Third, Mr. Melin challenges the attorneys’ fees as excessive. As discussed in more detail
 6 below, the attorneys’ fees awarded in this case (25% of the total recovery, or \$2.75 million) are
 7 reasonable and comparable to other awards in similar common fund cases. *See* ECF 384, *In re*
 8 *Google AdWords Litig.*, No. 5:08-cv-03369-EJD (N.D. Cal. Aug. 7, 2017) (27%); *In re Google*
 9 *Referrer Header Privacy Litig.*, 87 F. Supp. 3d 1122, 1128, 1132 (N.D. Cal. 2015) (25%).

10 Plaintiffs’ attorneys have worked diligently for a substantial amount of time, including several
 11 rounds of amended pleadings and motions to dismiss, discovery, and negotiations. There is also
 12 no evidence that through this award, the attorneys seek to somehow undermine the rights of the
 13 class for their own benefit. *Cf. Allen*, 787 F.3d at 1224 (“[W]e require district courts to look for
 14 ‘subtle signs that class counsel have allowed pursuit of their own self-interests . . . to infect the
 15 negotiations.”) (quoting *In re Bluetooth Headset Prod. Liab. Litig.*, 654 F.3d 935, 947 (9th Cir.
 16 2011) (alteration in original)). Thus, the attorneys’ fees are not excessive.

17 Finally, though Mr. Melin does not appear to have the name of the *Cy Pres* recipients,
 18 these recipients were included in the Amended Agreement included in the notice. Am.
 19 Agreement ¶ 1.11. Moreover, each *Cy Pres* recipient is well-regarded and works in fields relevant
 20 to this litigation, namely consumer protection and the Internet. Am. Agreement ¶¶ 1.11, 2.4.2,
 21 2.5.1, 2.5.2; Lopez Prelim. Appr. Decl. ¶ 11, Exs. D & E. Plaintiffs’ counsel avers that there is no
 22 known connection between the recipients and counsel. Lopez Final Appr. Decl. ¶ 9. Here, the *Cy*
 23 *Pres* remedy “account[s] for the nature of the plaintiffs’ lawsuit, the objectives of the underlying
 24 statutes, and the interests of the silent class members.” *Lane*, 696 F.3d at 819–20 (citation
 25 omitted) (alteration in original). Ultimately, courts “do not require as part of that doctrine that
 26 settling parties select a *cy pres* recipient that the court or class members would find ideal.” *Id.*

27 For these reasons, Mr. Melin’s objection is OVERRULED.

28 **2. George Dodaj Objection**

1 The next objection comes from George Dodaj. Mr. Dodaj objects on the following
2 grounds: (1) “\$11,000,000 appears incredibly low; (2) “[a] fair settlement would be for Google to
3 simply release the funds and pay interest on them,” such that the Class members would be “fully
4 compensate[d] for their losses”; and (3) the provision of attorneys’ fees, where the claimants get
5 only “a few dollars” is unfair. Lopez Final Appr. Decl., Ex. B, ECF 277-2.

6 The Court has already addressed the third argument for excessive attorney fees. Taking
7 the other two objections together, \$11,000,000 represents a substantial recovery in light of the
8 many difficulties and risks in litigating this case through trial and subsequent appeal. *See* Lopez
9 Prelim. Appr. Decl. ¶¶ 16–21. At the time the parties settled, the Court had already dismissed
10 several of Plaintiffs’ theories of liability and issued several rulings against Plaintiffs, and Plaintiffs
11 faced the serious risk of Google eventually moving for class decertification. Given that any
12 individual attempting to bring these claims (as well as the class as a whole) would face a steep
13 uphill battle, a net settlement fund that is approximately 39.89% of the total amount withheld from
14 claimants is significant. *See* Pinkerton Decl. ¶¶ 35–38. Of course, every litigant hopes to recover
15 the full amount of his losses, but the very nature of a settlement is that the parties must
16 compromise and accept less than a full recovery, in exchange for no longer facing the risk of
17 losing on the merits and losing any chance of recovery. *See Allen*, 787 F.3d at 1223; *Hanlon*, 150
18 F.3d at 1027 (“Settlement is the offspring of compromise; the question we address is not whether
19 the final product could be prettier, smarter or snazzier, but whether it is fair, adequate and free
20 from collusion.”).

21 For these reasons, Mr. Dodaj’s objection is OVERRULED.

22 **3. Paul Isaac Objection**

23 Paul Isaac objects to (1) his damages being limited to just the “amount withheld” and asks
24 to “recover the damages [he’s] suffered, in totality”; and (2) any *Cy Pres* recipients receiving
25 money. Lopez Final Appr. Decl., Ex. C, ECF 277-3. As to the former, the Court has already
26 rejected the objection that 100% recovery is warranted, given the costs and risks of continued
27 litigation and the nature of settlements generally. As to the *Cy Pres* recipients, the Court is
28 satisfied that they will receive only minimal, residual sums of money where such awards cannot

1 be effectively distributed to members of the Class. *See* Am. Agreement ¶ 2.5.1. The Ninth Circuit
2 has approved of a *Cy Pres* remedy where it “provide[s] the next best distribution absent a direct
3 monetary payment to absent class members” and “account[s] for the nature of the plaintiffs’
4 lawsuit, the objectives of the underlying statutes, and the interests of the silent class members.”
5 *Lane*, 696 F.3d at 819–20 (citation omitted). Those requirements are satisfied here.

6 For these reasons, Mr. Isaac’s objection is OVERRULED.

7 **4. George Cappel Objection**

8 George Cappel objects to the settlement, arguing that “Google should be ordered to re-
9 instate all cancelled accounts unless there was a criminal or other serious threat,” and that the
10 Settlement Agreement should require “Google to have a fair appeal process and not be allowed to
11 arbitrarily cancel accounts.” Lopez Final Appr. Decl., Ex. D, ECF 277-4. As discussed above, the
12 desire for better terms under the Settlement is not a persuasive objection, as long as the settlement
13 is fair, adequate, and reasonable. *See Allen*, 787 F.3d at 1223; *Hanlon*, 150 F.3d at 1027; *see also*
14 *Roberts v. Marshalls of CA, LLC*, No. 13-CV-04731-MEJ, 2018 WL 510286, at *13 (N.D. Cal.
15 Jan. 23, 2018). Such is the result here. Mr. Cappel’s objection is OVERRULED.

16 **5. Ramon Ascanio Objection**

17 The Plaintiffs do not include Ramon Ascanio in their list of substantive objections, but for
18 comprehensiveness, the Court includes Mr. Ascanio, who objects that he had unpaid amounts in
19 his account and he “would like google to pay [him] the amount owed after the ban thay [sic] didn’t
20 pay me.” Pinkerton Suppl. Decl., Ex. B. This objection, like several of the others, requests 100%
21 recovery, which is neither necessary nor contemplated by the practice of settling cases. *See Allen*,
22 787 F.3d at 1223; *Hanlon*, 150 F.3d at 1027. Mr. Ascanio’s objection is similarly OVERRULED.

23 * * *

24 Accordingly, the five objections to final approval of the settlement are OVERRULED.

25 **D. CONCLUSION**

26 For the foregoing reasons, and after considering the record as a whole (including the five
27 substantive objections) as guided by the *Hanlon* factors, the Court finds that notice of the
28 proposed settlement was adequate, the settlement was not the result of collusion, and the

1 settlement is fair, adequate and reasonable.

2 Plaintiffs' Motion for Final Approval of Class Action Settlement is GRANTED.

3 **III. MOTION FOR SERVICE AWARDS, ATTORNEYS' FEES, AND COSTS AND**
4 **EXPENSES**

5 Plaintiffs seek an award of attorneys' fees totaling \$2.75 million, reimbursement of
6 litigation costs and expenses in the amount of \$116,045, and a service award of \$5,000 for each
7 named plaintiff. The Court also considers the reasonableness of the Settlement Administrator's
8 requested costs.

9 **A. Attorneys' Fees and Expenses**

10 **1. Legal Standard**

11 "While attorneys' fees and costs may be awarded in a certified class action where so
12 authorized by law or the parties' agreement, Fed. R. Civ. P. 23(h), courts have an independent
13 obligation to ensure that the award, like the settlement itself, is reasonable, even if the parties have
14 already agreed to an amount." *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 941 (9th
15 Cir. 2011). "Where a settlement produces a common fund for the benefit of the entire class," as
16 here, "courts have discretion to employ either the lodestar method or the percentage-of-recovery
17 method" to determine the reasonableness of attorneys' fees. *Id.* at 942.

18 Under the percentage-of-recovery method, the attorneys are awarded fees in the amount of
19 a percentage of the common fund recovered for the class. *Id.* Courts applying this method
20 "typically calculate 25% of the fund as the benchmark for a reasonable fee award, providing
21 adequate explanation in the record of any special circumstances justifying a departure." *Id.*
22 (internal quotation marks omitted). However, "[t]he benchmark percentage should be adjusted, or
23 replaced by a lodestar calculation, when special circumstances indicate that the percentage
24 recovery would be either too small or too large in light of the hours devoted to the case or other
25 relevant factors." *Six (6) Mexican Workers v. Arizona Citrus Growers*, 904 F.3d 1301, 1311 (9th
26 Cir. 2011). Relevant factors to a determination of the percentage ultimately awarded include "(1)
27 the results achieved; (2) the risk of litigation; (3) the skill required and quality of work; (4) the
28 contingent nature of the fee and the financial burden carried by the plaintiffs; and (5) awards made

1 in similar cases.” *Tarlecki v. bebe Stores, Inc.*, No. C 05-1777 MHP, 2009 WL 3720872, at *4
2 (N.D. Cal. Nov. 3, 2009).

3 Under the lodestar method, attorneys’ fees are “calculated by multiplying the number of
4 hours the prevailing party reasonably expended on the litigation (as supported by adequate
5 documentation) by a reasonable hourly rate for the region and for the experience of the lawyer.”
6 *Bluetooth*, 654 F.3d at 941. This amount may be increased or decreased by a multiplier that
7 reflects factors such as “the quality of representation, the benefit obtained for the class, the
8 complexity and novelty of the issues presented, and the risk of nonpayment.” *Id.* at 942.

9 In common fund cases, a lodestar calculation may provide a cross-check on the
10 reasonableness of a percentage award. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050 (9th Cir.
11 2002). Where the attorneys’ investment in the case “is minimal, as in the case of an early
12 settlement, the lodestar calculation may convince a court that a lower percentage is reasonable.”
13 *Id.* “Similarly, the lodestar calculation can be helpful in suggesting a higher percentage when
14 litigation has been protracted.” *Id.* Thus even when the primary basis of the fee award is the
15 percentage method, “the lodestar may provide a useful perspective on the reasonableness of a
16 given percentage award.” *Id.* “The lodestar cross-check calculation need entail neither
17 mathematical precision nor bean counting. . . . [Courts] may rely on summaries submitted by the
18 attorneys and need not review actual billing records.” *Covillo v. Specialtys Cafe*, No. C-11-
19 00594-DMR, 2014 WL 954516, at *6 (N.D. Cal. Mar. 6, 2014) (internal quotation marks and
20 citation omitted).

21 An attorney is also entitled to “recover as part of the award of attorney’s fees those out-of-
22 pocket expenses that would normally be charged to a fee paying client.” *Harris v. Marhoefer*, 24
23 F.3d 16, 19 (9th Cir. 1994) (internal quotation marks and citation omitted).

24 **2. Discussion**

25 Plaintiffs seek an award of attorneys’ fees totaling \$2.75 million, which represents 25% of
26 the \$11 million gross Settlement Fund, as well as litigation expenses and costs in the amount of
27 \$116,045.

28 Addressing expenses first, the Court has no hesitation in approving an award in the

1 requested amount of \$116,045. Class Counsel have submitted an itemized list of expenses by
2 category of expense. *See* Lopez Fees Decl. ¶ 29 & Ex. D, ECF 259, 259-4; Paris Fees Decl. ¶ 7 &
3 Ex. 3, ECF 267, 267-3. The Court has reviewed the list and finds the expenses to be reasonable.

4 The Court likewise is satisfied that the request for attorneys’ fees is reasonable. Using the
5 percentage-of-recovery method, the Court starts at the 25% benchmark. *See Bluetooth*, 654 at
6 942. Plaintiffs request 25%, given the exceptional results achieved, the risk of litigation, the fine
7 quality of Class Counsel’s work, and the contingent nature of the fee. Courts have awarded
8 comparable percentages in similar cases. *See* ECF 384, *In re Google AdWords Litig.*, No. 5:08-
9 cv-03369-EJD (N.D. Cal. Aug. 7, 2017) (27%); *In re Google Referrer Header Privacy Litig.*, 87
10 F. Supp. 3d at 1128, 1132 (25%). A lodestar cross-check confirms the reasonableness of the
11 requested fees, which amounts to a 1.21 multiplier of the lodestar. *See* Lopez Fees Decl. ¶ 9 &
12 Ex. C. “Multipliers of 1 to 4 are commonly found to be appropriate in common fund cases.”
13 *Aboudi v. T-Mobile USA, Inc.*, No. 12-CV-2169-BTM, 2015 WL 4923602, at *7 (S.D. Cal. Aug.
14 18, 2015); *see also Petersen v. CJ Am., Inc.*, No. 14-CV-2570-DMS, 2016 WL 5719823, at *1
15 (S.D. Cal. Sept. 30, 2016) (awarding 1.12 multiplier and recognizing that “the majority of fee
16 awards in the district courts in the Ninth Circuit are 1.5 to 3 times higher than lodestar”). Thus, a
17 multiplier of 1.21 is within the range of reasonableness.

18 Plaintiffs’ motion for attorneys’ fees and expenses is GRANTED. Plaintiff is awarded
19 expenses in the amount of \$116,045 and attorneys’ fees in the amount of \$2.75 million.

20 **B. Incentive Award**

21 The class representatives request incentive awards in the amount of \$5,000. Incentive
22 awards “are discretionary . . . and are intended to compensate class representatives for work done
23 on behalf of the class, to make up for financial or reputational risk undertaken in bringing the
24 action, and, sometimes, to recognize their willingness to act as a private attorney general.”
25 *Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 958-59 (9th Cir. 2009) (internal citation omitted).

26 “Incentive awards typically range from \$2,000 to \$10,000.” *Bellinghausen v. Tractor*
27 *Supply Co.*, 306 F.R.D. 245, 267 (N.D. Cal. 2015). \$5,000 service awards are presumptively
28 reasonable in this judicial district. *See, e.g., Camberis v. Ocwen Loan Serv. LLC*, Case No. 14-cv-

1 02970-EMC2015 WL 7995534, at *3 (N.D. Cal. Dec. 7, 2015). The class representatives’
 2 participation in this case was substantial and was essential to obtaining the considerable monetary
 3 recovery which will be enjoyed by each class member. *See* Lopez Fees Decl. ¶ 3. *See generally*
 4 ECF 260–63 (class representatives’ declarations). Given the amount of work the representatives
 5 put into the case and the success of the recovery, an incentive award in the amount of \$5,000 is
 6 proportional to the class members’ recoveries. *See Willner v. Manpower Inc.*, No. 11-CV-02846-
 7 JST, 2015 WL 3863625, at *9 (N.D. Cal. June 22, 2015) (district court must “consider the
 8 proportionality between the incentive payment and the range of class members’ settlement
 9 awards.”); *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 947 (9th Cir. 2015) (approving
 10 \$5,000 incentive awards where individual class members each received \$12).

11 The Court concludes that the requested \$5,000 incentive award is appropriate in this case.

12 **C. Settlement Administrator Costs**

13 The Court also holds that it is appropriate to award the Settlement Administrator its costs.
 14 The Amended Agreement contemplates that the “Parties will obtain from the Settlement
 15 Administrator its best estimate of such administrative costs, which shall then be set aside from the
 16 Settlement Fund.” Am. Agreement § 4.10, 4.1.4. At the time Plaintiffs moved for preliminary
 17 approval motion, the Settlement Administrator estimated these costs would equal approximately
 18 \$102,150 if digital notice were required and \$88,340 if no digital notice were required. Lopez
 19 Prelim Appr. Decl. ¶ 14. As of January 23, 2019, the Settlement Administrator had invoiced
 20 \$97,616.84 through November 2018. Pinkerton Decl. ¶ 37. As of February 15, 2019, the
 21 Settlement Administrator estimates the total cost of administering the settlement will be
 22 \$157,616.84, an amount which the Settlement Administrator agrees not to exceed. Pinkerton
 23 Suppl. Decl. ¶ 8; Pinkerton Second Suppl. Decl. ¶ 11.

24 The Settlement Administrator has provided the Court with a detailed explanation of the
 25 factors contributing to the added costs of claims administration. *See* Pinkerton Suppl. Decl. ¶¶ 3–
 26 9. Mr. Pinkerton explains that the claims process was more complex, more time consuming, and
 27 involved a significantly higher volume of settlement class member communications than
 28 anticipated. Further, discovery of additional class members over an extended claims period added

1 to the costs. *Id.*

2 Accordingly, the Court approves Settlement Administrator Costs in an amount not to
3 exceed \$157,616.84. If the Settlement Administrator does not reach this cap, the excess funds
4 shall be distributed to the class claimants according to the provisions of the Agreement if
5 practicable, or such residual funds shall be distributed through *Cy Pres*.

6 **IV. ORDER**

7 For the reasons discussed above,

8 (1) Plaintiffs' Motion for Final Approval of Class Action Settlement is GRANTED;
9 and

10 (2) Plaintiffs' Motion for Service Awards, Attorneys' Fees, and Costs and Expenses is
11 GRANTED. Plaintiffs are awarded attorneys' fees in the amount of \$2.75 million,
12 costs and expenses in the amount of \$116,045, and service awards in the amount of
13 \$5,000 per class representative.

14 (3) The Settlement Administrator costs are APPROVED in an amount not to exceed
15 \$157,616.84.

16 Without affecting the finality of this Order and accompanying Judgment in any way, the
17 Court retains jurisdiction over (1) implementation and enforcement of the Settlement Agreement
18 until each and every act agreed to be performed by the parties pursuant to the Settlement
19 Agreement has been performed; (2) any other actions necessary to conclude the Settlement and to
20 administer, effectuate, interpret, and monitor compliance with the provisions of the Settlement
21 Agreement; and (3) all parties to this action and Settlement class members for the purpose of
22 implementing and enforcing the Settlement Agreement. Within 21 days after the distribution of
23 the settlement funds and payment of attorneys' fees, the parties shall file a Post-Distribution
24 Accounting in accordance with this District's Procedural Guidance for Class Action Settlements.
25 The parties must seek approval from the Court for any *Cy Pres* distributions.

26 ///

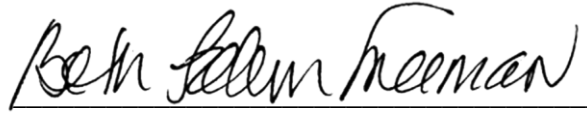
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IT IS SO ORDERED.

Dated: March 21, 2019



BETH LABSON FREEMAN
United States District Judge