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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

IN RE
GOOGLE ADWORDS LITIGATION

Case No. [5:08-cv-03369-EJD](#)

**ORDER GRANTING MOTION FOR
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT; GRANTING
MOTION FOR ATTORNEYS FEES,
REIMBURSEMENT OF COSTS AND
EXPENSES AND SERVICE AWARDS**

Re: Dkt. Nos. 375, 381

United States District Court
Northern District of California

After stints in both the Ninth Circuit Court of Appeals and the United States Supreme Court, this class action concerning the misplacement of internet advertisements has resulted in a settlement between Representative Plaintiffs JIT Packaging, Inc., RK West, Inc. and Richard Oesterling (collectively, “Plaintiffs”) and Defendant Google, Inc. (“Google”). The court preliminary approved the settlement in an order filed on March 9, 2017. Dkt. No. 369. Having now noticed the members of the class, Plaintiffs return for final approval and for a determination of attorneys fees, costs, and service awards. Dkt. Nos. 375, 381.

Having carefully considered the relevant pleadings, this matter’s extensive litigation history and the statements of counsel from the hearing on July 27, 2017, the court has determined that final approval of the settlement is warranted. Additionally, the court will award reasonable amounts for attorneys fees, costs, expenses and service awards.

I. BACKGROUND

Google maintains AdWords, an auction-based program for which Google serves as an intermediary between website hosts and advertisers. Through AdWords, internet advertisers

1 provide advertisements to Google and its third party website-owner partners. Participating
2 advertisers enter variables defined by Google into the AdWords interface on Google’s website,
3 including the maximum price per ad they are willing to pay and their overall budget. They also
4 select which Google-defined categories of websites should display their ad. AdWords then
5 utilizes an auction-based algorithm to determine the online placement and price of the ad. Under
6 this process, advertisers during the class period did not know in advance exactly where their ads
7 would appear.

8 Advertisers paid Google each time an internet user “clicked” on their displayed ad. The
9 price of a particular click depended on several factors, including: the maximum bids of other
10 AdWords customers for clicks based on the same search term, a “quality score” of the
11 advertisement, and a “Smart Pricing” discount applied to the website where the ad had been
12 placed. Google created and instituted Smart Pricing, an internally-calculated price adjustment, to
13 adjust the advertiser’s bids to the same levels that a “rational advertiser” would bid if the rational
14 advertiser had sufficient data about the performance of ads on each website. Smart Pricing is a
15 ratio calculated by dividing the conversion rate for the lower-quality website by the conversion
16 rate for the same ad on google.com.

17 During the class period, an advertiser using AdWords could request that its ads appear on
18 “Search Feed” sites (such as search result pages), “Content Network” sites (such as well-known
19 news providers), or both. However, other categories of websites did not appear in the AdWords
20 registration process: “parked domains” (generic pages without actual content) and error pages
21 (pages that appear when an internet user inputs information other than a legitimate web address
22 into a browser). Even though Google did not disclose these ostensibly lower-quality websites
23 during the AdWords registration process, Plaintiffs allege that AdWords ads appeared on both
24 parked domains and error pages.

25 Plaintiffs filed a Third Amended Complaint on November 29, 2010 (Dkt. No. 166), which
26 became the operative pleading when the court denied Google’s motion to dismiss. Dkt. No. 235.

1 Plaintiffs allege that Google misled advertisers in violation of California’s Unfair Competition
 2 Law (“UCL”), Business and Professions Code § 17200 et seq., and the False Advertising Law
 3 (“FAL”), Business and Professions Code § 17500 et seq., by failing to disclose the placement of
 4 AdWords ads on parked domains and error pages. The proposed class is defined as:

5 All persons or entities located within the United States who, from
 6 July 11, 2004 through March 31, 2008, had an AdWords account
 7 with Google and were charged for clicks on advertisements
 8 appearing on parked domains and/or error pages.

9 The court denied Plaintiffs’ motion for class certification (Dkt. No. 315), which decision
 10 the Ninth Circuit reversed. Dkt. No. 343. The Ninth Circuit also denied Google’s ensuing motion
 11 for panel rehearing and rehearing en banc. Dkt. No. 346. Google then filed a petition for writ of
 12 certiorari in the Supreme Court, which was denied. Dkt. No. 350. The Ninth Circuit’s mandate
 13 followed on June 8, 2016. *Id.* The parties notified the court of the settlement on December 12,
 14 2016. Dkt. No. 357. The court held a preliminary approval hearing on March 9, 2017, and granted
 15 the motion that same day. Dkt. Nos. 369, 370. These motions followed.

16 **II. LEGAL STANDARD**

17 A class action may not be settled without court approval. Fed. R. Civ. P. 23(e). When the
 18 parties to a putative class action reach a settlement agreement prior to class certification, “courts
 19 must peruse the proposed compromise to ratify both the propriety of the certification and the
 20 fairness of the settlement.” *Staton v. Boeing Co.*, 327 F.3d 938, 952 (9th Cir. 2003).

21 “Approval under 23(e) involves a two-step process in which the Court first determines
 22 whether a proposed class action settlement deserves preliminary approval and then, after notice is
 23 given to class members, whether final approval is warranted.” *Nat’l Rural Telecomms. Coop. v.*
 24 *DIRECTV, Inc.*, 221 F.R.D. 523, 525 (C.D. Cal. 2004). At the final approval stage, the primary
 25 inquiry is whether the proposed settlement “is fundamentally fair, adequate, and reasonable.”
 26 *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998). Having already completed a
 27 preliminary examination of the agreement, the court reviews it again, mindful that the law favors

1 the compromise and settlement of class action suits. See, e.g., Churchill Village, LLC. v. Gen.
 2 Elec., 361 F.3d 566, 576 (9th Cir. 2004); Class Plaintiffs v. City of Seattle, 955 F.2d 1268, 1276
 3 (9th Cir. 1992); Officers for Justice v. Civil Serv. Comm’n, 688 F.2d 615, 625 (9th Cir. 1982).
 4 Ultimately, “the decision to approve or reject a settlement is committed to the sound discretion of
 5 the trial judge because he [or she] is exposed to the litigants and their strategies, positions, and
 6 proof.” Hanlon, 150 F.3d at 1026.

7 **III. DISCUSSION**

8 **A. Class Certification**

9 The Federal Rules of Civil Procedure describe four preliminary requirements for class
 10 certification: (1) numerosity; (2) commonality; (3) typicality; and (4) adequacy of representation.
 11 See Fed. R. Civ. P. 23(a)(1)-(4). If these are satisfied, the court must then examine whether the
 12 requirements of Rule 23(b)(1), (b)(2), or (b)(3) are similarly satisfied. Wal-Mart Stores, Inc. v.
 13 Dukes, 564 U.S. 338, 345-46 (2011).

14 The Rule 23 requirements are more than “a mere pleading standard.” Id. The class
 15 representations are subjected to a “rigorous analysis” which compels the moving party to
 16 “affirmatively demonstrate . . . compliance with the rule - that is, he must be prepared to prove that
 17 there are in fact sufficiently numerous parties, common questions of law or fact, etc.” Id.

18 The court previously found the proposed class satisfied Rule 23(a), and developments
 19 since preliminary approval support this finding. The numerosity requirement is easily satisfied
 20 because the class has 1.14 million members. See Int’l Molders’ & Allied Workers’ Local 164 v.
 21 Nelson, 102 F.R.D. 457, 461 (N.D. Cal. 1983) (“[W]here the number of class members exceeds
 22 forty, and particularly where class members number in excess of one hundred, the numerosity
 23 requirement will generally be found to be met.”). The commonality requirement is satisfied
 24 because the resolution of the following question “will resolve an issue that is central to the validity
 25 of each one of the claims in one stroke”: whether Google’s alleged omissions were misleading to a
 26 reasonable AdWords customer? Wal-Mart, 564 U.S. at 350. The typicality requirement is

1 satisfied because Plaintiffs' claims arise out of the same conduct as those of the class; specifically,
 2 Google's alleged failure to disclose the placement of advertisements on parked domains and other
 3 less desirable websites. See Hanlon, 150 F.3d at 1020 (explaining that "representative claims are
 4 typical if they are reasonably co-extensive with those absent class members; they need not be
 5 substantially identical"). The adequate representation requirement is satisfied because there is no
 6 evidence of a conflict of interest between Plaintiffs or Plaintiffs' counsel and the class, and
 7 Plaintiffs' counsel has adequately demonstrated a motivation to prosecute this case vigorously.
 8 See id.

9 Nor has anything changed with respect to Rule 23(b)(3) since, in the court's view, the
 10 Ninth Circuit determined the predominance requirement was satisfied for this case. See Pulaski &
 11 Middleman v. Google, Inc., 802 F.3d 979, 990 (9th Cir. 2015).

12 Since a sufficient showing has been made as to all of the Rule 23 requirements, conditional
 13 class certification will continue for final approval.

14 **B. Notice Plan and Settlement Administration**

15 Rule 23(c)(2)(B) requires "the best notice that is practicable under the circumstances,
 16 including individual notice to all members who can be identified through reasonable effort." As to
 17 the content of notices, it must explain in easily understood language the nature of the action,
 18 definition of the class, class claims, issues and defenses, ability to appear through individual
 19 counsel, procedure to request exclusion, and the binding nature of a class judgment. Fed. R. Civ.
 20 P. 23(c)(2)(B).

21 Here, the court approved a notice plan comprised by the following: (1) direct email notice
 22 to settlement class members, (2) postcard notices to settlement class members whose emails were
 23 returned or not opened, (3) a press release announcing the settlement, and (4) a dedicated website
 24 and informational toll free number. The court also approved Analytics Consulting, LLC as the
 25 settlement administrator. To effectuate the plan, Google provided a list of class members used by
 26 the Settlement Administrator to send an initial round of email notices. The Settlement

1 Administrator then sent a second round of emails (830,294) to class members it determined had
2 not opened the original message. A third round of emails (642,312) were sent to class members
3 who had not filed claims before the deadline.

4 Postcard notices (209,761) were sent to class members whose emails were returned. The
5 parties also authorized the Settlement Administrator to send postcard notices to class members
6 who had not opened the original email, though such notice was not specifically authorized by the
7 preliminary approval order. In sum, 725,464 postcard notices were mailed.

8 Additionally, the Settlement Administrator sent individualized letters (1,434) to class
9 members whose AdWords profiles were associated with over five accounts. As a result of the
10 plan, the Settlement Administrator estimates that 89% of class members received some form of
11 direct notice.

12 All of the notices referred class members to the website maintained by the Settlement
13 Administrator. A press release was also provided to PR Newswire and distributed to 12,000
14 traditional media and 2,500 online media outlets.

15 The court reaffirms the notice plan satisfies Rule 23(c)(2)(B) and finds the Settlement
16 Administrator has fully and properly implemented the notice plan.

17 **C. Fairness Determination**

18 The court now reexamines the fairness of the proposed settlement, this time with the
19 benefit of notice to the class.

20 The details of a class action settlement are scrutinized to ensure they are “fair, reasonable,
21 and adequate.” Fed. R. Civ. P. 23(e)(1)(C). The burden to demonstrate fairness falls upon the
22 proponents of the settlement. Staton, 327 F.3d at 959; Officers for Justice, 688 F.2d at 625. To
23 assess the fairness of the proposed settlement, the court considers eight factors derived from
24 Churchill Village, LLC v. General Electric, 361 F.3d 566, 575 (9th Cir. 2004), also known as the
25 “Churchill factors”:

26 (1) the strength of the plaintiff’s case; (2) the risk, expense,

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complexity, and likely duration of further litigation; (3) the risk of maintaining class action status throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and view of counsel; (7) the presence of a governmental participant; and (8) the reaction of the class members to the proposed settlement.

In re Online DVD-Rental Antitrust Litig., 779 F.3d 934, 944 (9th Cir. 2015).

When settlement occurs before formal class certification, settlement approval requires a higher standard of fairness in order to ensure that class representatives and their counsel do not secure a disproportionate benefit at the expense of the class. Lane v. Facebook, Inc., 696 F.3d 811, 819 (9th Cir. 2012).

Here, the parties proposed a settlement with the following components:

- Google will pay the total amount of \$22.5 million, which will constitute the entirety of the settlement fund. All payments will be made from this fund, including: (1) settlement payments to class members, (2) attorney fees and costs awards, (3) incentive awards to named plaintiffs, and (4) administration costs, including the costs due to the Claims Administrator.
- According to the Settlement Agreement, the entire net settlement fund will be distributed to class members who submit valid claims. If the total amount of valid claims amounts to less than the net settlement fund, claimants will receive 100% of the amounts of their claims. If the total amount of valid claims is more than the net settlement fund, payments will be reduced on a pro rata basis. No settlement payment will be made, however, if the total amount of the payments is less than \$1.00.
- If, after distributions, there remains a residual amount of \$100,000 or more in the fund, it will be distributed as an account credit “to Settlement Class members who did not submit Claims and have an Active Account, on a pro rata basis in accordance with the total amount they spent on Google AdWords ads that were placed on parked domains and error pages during the Settlement Class Period.” However, no payment will be made that is less than \$5.00.

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1 • If the residual amount in the fund is less than \$100,000, it will be distributed to the
2 cy pres recipients. Plaintiffs propose the Public Justice Foundation and Public Counsel as
3 the cy pres recipients.

4 • As to particular payments, Plaintiffs intended to request incentive awards for the
5 representative plaintiffs of \$5,000 each, subject to court approval. Plaintiffs also estimated
6 that administrative costs would be \$280,000.

7 • Plaintiffs' counsel intended to request attorneys fees and costs not to exceed \$6.5
8 million and \$700,000, respectively.

9 The court previously weighed the relevant factors and found the proposed settlement to be
10 fair, reasonable and adequate. Doing so again, the court finds that, on balance, the factors still
11 weigh in favor of the settlement.

12 First, the settlement was reached after extensive motion practice and discovery, as well as
13 subsequent to an appellate proceeding that ended only when the United States Supreme Court
14 denied certiorari.

15 Second, the parties engaged the services of an experienced private mediator to assist them
16 in their efforts to resolve this action at arms-length, a fact which undermines the possibility of
17 collusion between Plaintiffs' counsel and Google.

18 Third, Plaintiffs' counsel, which consists of experienced class action litigators, support the
19 settlement.

20 Fourth, it is apparent the parties thoughtfully considered the risk, expense and complexity
21 of further litigation in reaching a compromise. Indeed, as Plaintiffs point out, Google indicated it
22 would seek decertification of the class and would likely appeal any result in Plaintiffs' favor.
23 Thus, settlement saves the parties the burden of funding what could have been protracted litigation
24 in the trial and appellate courts for many more years. In addition, the amount of the settlement and
25 the manner of its distribution are adequate in light of the claims and the strong potential for
26 additional proceedings.

1 The reaction of class members, however, is not necessarily positive as a matter of numbers.
 2 Though the small amount of opt-outs and objections in relation to the number of class members is
 3 noted, the submission of only 81,479 timely claims and 71 late claims (which the parties agree
 4 should be honored) out of a class of 1,147,404 members amounts to a participation rate of only
 5 7%. This is below the customary participation rate for consumer class actions, as recently
 6 observed by the Ninth Circuit. See Briseno v. ConAgra Foods, Inc., 844 F.3d 1121, 1130 (9th Cir.
 7 2017) (“It is not unusual for only 10 or 15% of the class members to bother filing claims.”).

8 However, the 7% participation rate is not fatal to the settlement. As indicated by
 9 Plaintiffs’ counsel and the court at the final approval hearing, several factors could explain a low
 10 rate, including the fact this action refers to conduct that occurred between nine and thirteen years
 11 ago. Importantly, the pleadings do not disclose any reason to find the participation rate was
 12 affected by a failure of notice, given the successful implementation of the notice plan and the
 13 percentage of class members exposed to the information. Moreover, the low number of claims is
 14 outweighed by the other Churchill factors, which taken together show this settlement falls within a
 15 reasonable range of possible settlements, after giving “proper deference to the private consensual
 16 decision of the parties” to reach an agreement rather than to continue litigating. Hanlon, 150 F.3d
 17 at 1027; see In re Tableware Antitrust Litig., 484 F. Supp. 2d 1078, 1079 (N.D. Cal. 2007).

18 Because the settlement remains fair adequate and reasonable, the court grants final
 19 approval.

20 **D. Attorneys Fees, Costs, Expenses and Service Awards**

21 **i. Attorneys Fees**

22 When attorneys fees and costs are requested by counsel for the class, “courts have an
 23 independent obligation to ensure that the award, like the settlement itself, is reasonable, even if the
 24 parties have already agreed to an amount.” In re Bluetooth Headset Prods. Liab. Litig., 654 F.3d
 25 935, 941 (9th Cir. 2011). “In a diversity action such as this, federal courts apply state law both to
 26 determining the right to fees and the method of calculating them.” Emmons v. Quest Diagnostics

1 Clinical Labs, Inc., No. 1:13-cv-00474-DAD-BAM, 2017 WL 749018, at *7, 2017 U.S. Dist.
 2 LEXIS 27249 (E.D. Cal. Feb. 27, 2017) (citing Vizcaino v. Microsoft Corp., 290 F.3d 1043, 1047
 3 (9th Cir. 2002); Mangold v. Cal. Pub. Utils. Comm'n, 67 F.3d 1470, 1478 (9th Cir. 1995)).

4 The California Supreme Court has clarified that “when an attorney fee is awarded out of a
 5 common fund preserved or recovered by means of litigation, the award is not per se unreasonable
 6 merely because it is calculated as a percentage of the common fund.” Laffitte v. Robert Half Int’l
 7 Inc., 1 Cal. 5th 480, 486 (2016). In doing so, the Court joined “the overwhelming majority of
 8 federal and state courts in holding that when class action litigation establishes a monetary fund for
 9 the benefit of the class members, and the trial court in its equitable powers awards class counsel a
 10 fee out of that fund, the court may determine the amount of a reasonable fee by choosing an
 11 appropriate percentage of the fund created.” Id. at 503. The Court also suggested considerations
 12 of the risks and potential value of the litigation, the contingency, novelty, and difficulty of the
 13 case, the skill shown by counsel, and a lodestar cross-check were all appropriate means of
 14 discerning an appropriate percentage award in a common fund case. Id. at 504, 506. Notably,
 15 however, the Court did not adopt a generally applicable “benchmark” percentage for common
 16 fund fee awards, though it cited other courts that do. Id. at 495 (observing benchmark fees
 17 percentages used in the Ninth and Eleventh Circuits).

18 The Ninth Circuit has recognized that “courts typically calculate 25% of the fund as the
 19 ‘benchmark’ for a reasonable fee award, providing adequate explanation in the record of any
 20 ‘special circumstances’ justifying a departure.” In re Bluetooth, 654 F.3d at 941. The Ninth
 21 Circuit also recognizes factors similar to those of the California Supreme Court for determining
 22 the appropriateness of a fee award: “(1) the results achieved; (2) the risk of litigation; (3) the skill
 23 required and quality of work; (4) the contingent nature of the fee and the financial burden carried
 24 by the plaintiffs; and (5) awards made in similar cases.” Tarlecki v. bebe Stores, Inc., No. C 05-
 25 1777 MHP, 2009 WL 3720872, at *4, 2009 U.S. Dist. LEXIS 102531 (N.D. Cal. Nov. 3, 2009).

26 “Though courts have discretion to choose which calculation method they use, their

1 discretion must be exercised so as to achieve a reasonable result.” In re Bluetooth, 654 F.3d at
 2 941. Because the California Supreme Court has recently approved the percentage calculation for
 3 common fund cases like this one, the court will utilize that method along with a lodestar cross-
 4 check to calculate the appropriate amount of attorneys fees.

5 **a. Percentage of the Fund**

6 Plaintiffs’ counsel seeks a fee award of \$6.5 million, which amounts to 28.8% of the
 7 settlement fund. Several of the factors weigh in counsel’s favor. Counsel undertook substantial
 8 risk by agreeing to litigate the claims on a purely contingent basis knowing that Google would put
 9 up a strong and serious defense. To that end, counsel has carried the financial burden of this case
 10 for the past eight years without compensation.

11 Additionally, this case required notable legal acumen given the complex class certification
 12 issues, a Ninth Circuit appeal resulting in a published opinion, and a certiorari petition to the
 13 United States Supreme Court. Additionally, class counsel points out the amount requested is
 14 consistent with that awarded in other similar cases decided under federal and California law.

15 But there is one potentially negative factor. Though the amount of the settlement fund is
 16 significant, the 7% participation rate is not. As already stated, there are several possible
 17 explanations for the low rate, most of which do not reflect unfavorably on counsel’s performance.
 18 But another possibility, however unlikely, is that class members were not motivated to participate
 19 by the settlement result itself.

20 Applying the relevant factors provided by the California Supreme Court and the Ninth
 21 Circuit to the settlement achieved in this case, the court deems it fair, reasonable and adequate to
 22 award counsel an amount representing 27% of the settlement fund, or \$6,075,000. The court finds
 23 this amount properly accounts for the risk involved, the significant amount of work done, and the
 24 lower-than-typical participation rate.

25 **b. Lodestar Cross-Check**

26 Both the Ninth Circuit and the California Supreme Court encourage trial courts “to guard

1 against an unreasonable result” by cross-checking attorneys fees calculations against a second
 2 method. In re Bluetooth, 654 F.3d at 944; accord Laffitte, 1 Cal. 5th at 504. Since a percentage
 3 award might be reasonable in some cases but arbitrary in cases involving an extremely large
 4 settlement fund, the purpose of the comparison is to ensure counsel is not overcompensated. See
 5 In re Coordinated Pretrial Proceedings in Petroleum Prods. Antitrust Litig., 109 F.3d 602, 607 (9th
 6 Cir. 1997); see also Laffitte, 1 Cal. 5th at 504 (“If a comparison between the percentage and
 7 lodestar calculations produces an imputed multiplier far outside the normal range, indicating that
 8 the percentage fee will reward counsel for their services at an extraordinary rate even accounting
 9 for the factors customarily used to enhance a lodestar fee, the trial court will have reason to
 10 reexamine its choice of a percentage.”).

11 Here, Plaintiffs’ counsel calculates a total lodestar figure of \$7,002,126 for 12,496.6 billing
 12 hours from 17 lawyers, paralegals and law clerks. The ranges for hourly rates are as follows: \$600
 13 to \$900 for partners and “of counsel” attorneys, \$350 to \$520 for associates and “project
 14 attorneys,” \$350 for a law clerk, \$190 to \$220 for paralegals. Altogether, the average hourly rate
 15 for all work performed is \$560.

16 Plaintiffs’ counsel has provided sufficient support for its proposed lodestar calculation.
 17 The amount of hours and other costs attributed to this case are appropriate in light of the efforts
 18 required to litigate and ultimately engage in a lengthy appellate and then settlement process. In
 19 addition, the hourly rates fall within the higher range of those historically approved in this district.
 20 In re Magsafe Apple Power Adapter Litig., No. 5:09-cv-01911-EJD, 2015 WL 428105, at *12,
 21 2015 U.S. Dist. LEXIS 11353 (N.D. Cal. Jan. 30, 2015). Accordingly, the lodestar cross-check
 22 confirms the reasonableness of the percentage-based calculation since it exceeds the latter amount.

23 **ii. Costs**

24 Plaintiffs’ counsel seeks reimbursement of \$700,000 for costs, which amount they
 25 disclosed in the application for preliminary approval. Since the amount of incurred costs is more
 26 than the request, the court finds that \$700,000 is fair, adequate and reasonable.

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1 Consulting. Generally, objectors to a class action settlement bear the burden of proving any
2 assertions they raise in opposition to approval. United States v. Oregon, 913 F.2d 576, 581 (9th
3 Cir. 1990).

4 Keady has not satisfied this burden. The objection primarily takes issue with information
5 provided on the postcard notice, and seems to protest any obligation to investigate whether he was
6 injured as a result of Google’s conduct. But these sorts of questions could have been answered by
7 following the instructions listed on the notice, visiting the dedicated website or contacting the
8 Settlement Administrator. In short, this objection does not present a viable reason to reject the
9 settlement and is overruled on that basis.

10 **V. CONCLUSION AND ORDER**

11 Based on the preceding discussion, the Motion for Final Approval of Class Action
12 Settlement (Dkt. No. 381) is GRANTED.

13 The Motion for Attorneys Fees, Reimbursement of Costs and Expenses and Service
14 Awards (Dkt. No. 375) is also GRANTED as follows:

- 15 1. The court approves attorneys fees of \$6,075,000 to Plaintiffs’ counsel.
- 16 2. The court approves costs of \$700,000 to Plaintiffs’ counsel.
- 17 3. The court approves administrative expenses of \$484,000.
- 18 4. The court approves incentive awards of \$5,000 for Plaintiffs.

19
20 **IT IS SO ORDERED.**

21 Dated: August 7, 2017



EDWARD J. DAVILA
United States District Judge