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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

IN RE: GOOGLE LOCATION HISTORY  
LITIGATION

Case No. 5:18-cv-05062-EJD

~~[PROPOSED]~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT

Dept: Courtroom 4 - 5th Floor  
Judge: Hon. Edward J. Davila

1           **WHEREAS**, Plaintiffs Napoleon Patacsil, Michael Childs, and Noe Gamboa (“Settlement  
2 Class Representatives”), on behalf of themselves and the Settlement Class as defined below, and  
3 Defendant Google LLC (“Defendant”) (collectively, the “Parties”) entered into a Settlement  
4 Agreement (Dkt. 328-1), which sets forth the terms and conditions for a proposed settlement of  
5 this Consolidated Action and for its dismissal with prejudice upon the terms and conditions set  
6 forth therein;<sup>1</sup> and

7           **WHEREAS**, the Court is familiar with and has reviewed the record, the Settlement  
8 Agreement, Plaintiffs’ Notice of Motion and Motion for Preliminary Approval of Class Action  
9 Settlement, the Memorandum of Points and Authorities in Support Thereof, and the supporting  
10 Declarations;

11           **NOW THEREFORE, it is hereby ORDERED and ADJUDGED as follows:**

12           1.       The Court preliminarily finds that the Court has personal jurisdiction over all  
13 Settlement Class Members, that the Court has subject-matter jurisdiction over the claims asserted  
14 in the Consolidated Action and Related Actions, and that the venue is proper;

15           2.       The Court preliminarily finds that the Parties have shown the Court it will likely  
16 be able to approve the proposed Settlement, as embodied in the Settlement Agreement, as being  
17 fair, reasonable, and adequate under Rule 23(e) of the Federal Rules of Civil Procedure, subject to  
18 further consideration at the Final Approval Hearing to be conducted, as described in Paragraphs  
19 24-25 below.

20           3.       The Court further finds that the Settlement is within the range of reasonableness  
21 such that Class Notice shall be provided.

22           4.       The Court further finds that the Settlement Agreement substantially fulfills the  
23 purposes and objectives of the class action and provides substantial relief to the Settlement Class  
24 without the risks, burdens, costs, or delay associated with continued litigation, trial, and/or appeal.  
25 The Court also finds that the Settlement Agreement: (a) is the result of arm’s-length negotiations  
26 between experienced class action attorneys; (b) is sufficient to warrant notice of the Settlement

27 \_\_\_\_\_  
28 <sup>1</sup> All capitalized terms not defined herein have the same meaning as in the Settlement Agreement,  
which is provided as ECF 328-1 to the Plaintiffs’ Motion for Preliminary Approval.

1 and the Final Approval Hearing to be disseminated to the Settlement Class; (c) meets all  
2 applicable requirements of law, including Federal Rule of Civil Procedure 23 and the Class  
3 Action Fairness Act, 28 U.S.C. § 1715, the United States Constitution, and the United States  
4 District Court for the Northern District of California’s Procedural Guidance for Class Action  
5 Settlements; and (d) is not a finding or admission of liability by Defendant or any other person(s),  
6 nor a finding of the validity of any claims asserted in the Consolidated Action or of any  
7 wrongdoing or any violation of law.

8 **Preliminary Certification of the Settlement Class for Purpose of Settlement Only.**

9 5. The Settlement is hereby preliminarily approved as fair, reasonable, and adequate  
10 such that notice thereof should be given to members of the Settlement Class. Under Federal Rule  
11 of Civil Procedure 23(b)(3), the Settlement Class, as set forth in paragraph 28 of the Settlement  
12 Agreement and defined as follows, is preliminarily certified for the purpose of settlement only:

13 All natural persons residing in the United States who used one or more  
14 mobile devices and whose Location Information was stored by Google  
15 while “Location History” was disabled at any time during the Class Period  
(January 1, 2014 through the Notice Date).

16 Excluded from the Settlement Class are: (a) all persons who are directors, officers, employees, or  
17 agents of Defendant or its subsidiaries and affiliated companies; (b) the Court, the Court’s  
18 immediate family, and Court staff, as well as any appellate court to which this matter is ever  
19 assigned, and its immediate family and staff; and (c) eligible persons who submit a timely and  
20 valid Request for Exclusion from the Settlement Class.

21 6. The Court finds, subject to the Final Approval Hearing, that within the context of  
22 and for the purposes of settlement only, the Settlement Class satisfies the prerequisites of Rule 23  
23 of the Federal Rules of Civil Procedure, including numerosity, commonality, typicality,  
24 predominance of common issues, superiority, and that the Plaintiffs are adequate representatives  
25 of the Settlement Class.

26 7. For purposes of settlement only: (a) Tina Wolfson of Ahdoot & Wolfson, PC and  
27 Michael W. Sobol of Lieff Cabraser Heimann & Bernstein, LLP are appointed as Lead Class  
28 Counsel for the Settlement Class; (b) Plaintiffs Napoleon Patacsil, Michael Childs, and Noe

1 Gamboa are appointed Settlement Class Representatives for the Settlement Class; and (c) the  
2 Court finds that these attorneys are competent and capable of exercising the responsibilities of  
3 Lead Class Counsel and that Settlement Class Representatives will adequately protect the  
4 interests of the Settlement Class.

5 **Notice and Administration.**

6 8. The Notice Plan and the Class Notice (or Notice of Proposed Settlement of Class  
7 Action, attached as Exhibit A to the Settlement Agreement) satisfy the requirements of Federal  
8 Rule of Civil Procedure 23 and are approved. The Settlement Administrator shall arrange for a  
9 digital media campaign as set forth in ¶ 65.1 of the Settlement Agreement. Nonmaterial  
10 modifications to the notices may be made by the Settlement Administrator without further order  
11 of the Court, so long as they are approved by the Parties and consistent in all material respects  
12 with the Settlement Agreement and this Order.

13 9. The Court finds that the CAFA notice sent by the Settlement Administrator on  
14 behalf of Defendant complies with the notice provisions of the Class Action Fairness Act of 2005,  
15 28 U.S.C. § 1715, and all other provisions of the Class Action Fairness Act of 2005.

16 10. The Court further finds that the form, content, and method of giving notice to the  
17 Settlement Class as described in the Notice Plan submitted with the Motion for Preliminary  
18 Approval: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably  
19 calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the  
20 Consolidated Action, the terms of the proposed Settlement, and their rights to object to the  
21 Settlement and to exclude themselves from the Settlement Class; (c) are reasonable and constitute  
22 due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the  
23 requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due  
24 process, and any other legal requirements. The Court further finds that the notices are written in  
25 plain language, use simple terminology, and are designed to be readily understandable by  
26 Settlement Class Members. The Court further finds that the Notice Plan fully complies with the  
27 United States District Court for the Northern District of California's Procedural Guidance for  
28 Class Action Settlements.



**Request for Exclusion (Opt-Out) from Settlement Class.**

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2           16. Any person falling within the definition of the Settlement Class may, upon request,  
3 be excluded or “opt out” from the Settlement Class. Any person who desires to opt out must  
4 submit written notice of such intent via email or United States Mail to the designated address  
5 established by the Settlement Administrator by the **Request for Exclusion (Opt-Out) Deadline**,  
6 set forth in Paragraph 31, below. The written request to opt out must include: (i) the case name  
7 and number of the Consolidated Action; (ii) the requestor’s name, address, and email address;  
8 (iii) the email address(es) associated with the Google account(s) (if any) of the individual seeking  
9 exclusion; (iv) the requestor’s physical signature; (v) a statement that clearly indicates the  
10 individual’s intent to be excluded from the Settlement Class for the purposes of the Settlement;  
11 and (vi) a statement that the individual seeking exclusion is a natural person residing in the  
12 United States who used one or more mobile devices while “Location History” was disabled at any  
13 time during the Class Period (January 1, 2014 through the Notice Date).

14           17. Requests seeking exclusion on behalf of more than one individual shall be deemed  
15 invalid by the Settlement Administrator. To be effective, the written notice shall be postmarked or  
16 emailed to the Settlement Administrator in accordance with ¶ 82 of the Settlement Agreement.  
17 The date of the email or the date of the postmark on the envelope containing the written request  
18 for exclusion shall be the exclusive means used to determine whether a request for exclusion has  
19 been timely submitted. In the event a postmark is illegible, the date of mailing shall be deemed to  
20 be three days prior to the date that the Settlement Administrator received a copy of the request for  
21 exclusion from the Settlement.

22           18. Any individual in the Settlement Class who does not submit a valid and timely  
23 Request for Exclusion in the manner described herein shall be deemed to be a Settlement Class  
24 Member upon expiration of the Request for Exclusion (Opt-Out) Deadline, and shall be bound by  
25 all subsequent proceedings, orders, and judgments applicable to the Settlement Class (including  
26 the Final Approval Order and Final Judgment dismissing the Consolidated Action and Related  
27 Actions with prejudice).

28

**Objections and Appearances.**

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2           19. Any Settlement Class Member (other than Settlement Class Representatives) who  
3 wishes to object to the fairness, reasonableness, or adequacy of the Settlement, or to Lead Class  
4 Counsel’s requested Attorneys’ Fees and Expenses Award or any requested Service Awards for  
5 the Settlement Class Representatives must follow the procedures set forth below.

6           20. No Settlement Class Member will be heard on such matters unless they have filed  
7 an objection, together with any briefs, papers, statements, or other materials the Settlement Class  
8 Member wishes the Court to consider, by the **Objection Deadline**, set forth in Paragraph 31  
9 below. Any objection must include: (i) the case name and number of the Consolidated Action; (ii)  
10 the name, address, and email address of the objecting Settlement Class Member; (iii) the email  
11 address(es) associated with the Google account(s) (if any) of the objector; (iv) the objector’s  
12 physical signature; (v) a statement that the objector is a natural person who resided in the United  
13 States and used one or more mobile devices while “Location History” was disabled at any time  
14 during the Class Period (January 1, 2014 through the Notice Date); (vi) a statement regarding  
15 whether the objection applies only to the objector, a subset of the Settlement Class, or the entire  
16 Settlement Class; (vii) a statement of the specific grounds for the objection, including any legal  
17 and factual support and any evidence in support of the objection; (viii) a statement of whether the  
18 objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so,  
19 whether personally or through counsel.

20           21. Objections must be in writing and must be signed by the objector. Objections must  
21 (a) be submitted only to the Court either by mailing them to the Class Action Clerk, United States  
22 District Court for the Northern District of California, 280 South 1st Street, San Jose, CA 95113,  
23 or by filing them electronically or in person at any location of the United States District Court for  
24 the Northern District of California, and (b) be filed or postmarked on or before Objection  
25 Deadline.

26           22. No Settlement Class Member may contest the approval of the terms and conditions  
27 of the Settlement, the Final Judgment, the request for an Attorneys’ Fees and Expenses Award, or  
28 the request for Service Awards, except by filing and serving a written objection in accordance

1 with the provisions set forth above. Any Settlement Class Member who fails to object to the  
2 Settlement in the manner prescribed above, or who fails to do so by the Objection Deadline, shall  
3 be deemed to have waived any such objection, shall not be permitted to object to any terms or  
4 approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking  
5 any review of the Settlement or the terms of the Settlement Agreement by appeal or any other  
6 means.

7 23. Settlement Class Members cannot both object to and exclude themselves from the  
8 Settlement Agreement. Any Settlement Class Member who attempts to do so will be deemed to  
9 have excluded themselves and will have forfeited the right to object to the Agreement or any of  
10 its terms. In other words, Settlement Class Members who submit a valid and timely Objection,  
11 but also submit a valid and timely Request for Exclusion, will be deemed to have opted out of the  
12 Settlement and their Objection will be void and invalid.

13 **Final Approval Hearing.**

14 24. A hearing will be held by this Court in the Courtroom of The Honorable Edward J.  
15 Davila, United States District Court for the Northern District of California, United States  
16 Courthouse, Courtroom 4 on the 5th Floor, 280 South 1st Street, San Jose, CA 95113, on April  
17 18, at 9 a.m., 2023 (“**Final Approval Hearing**”), to determine: (a) whether the Settlement should  
18 be approved as fair, reasonable, and adequate; (b) whether a Final Approval Order and Final  
19 Judgment should be entered dismissing the Consolidated Action and Related Actions with  
20 prejudice except as to such Settlement Class Members who timely submit valid Requests for  
21 Exclusion in accordance with the Settlement Agreement and the Class Notice; (c) whether the  
22 Settlement benefits as proposed in the Settlement Agreement should be approved as fair,  
23 reasonable, and adequate; (d) whether to approve the application for Service Awards for the  
24 Settlement Class Representatives and an Attorneys’ Fees and Expenses Award; and (e) any other  
25 matters that may properly be brought before the Court in connection with the Settlement. The  
26 Court may approve the Settlement with such modifications as the Parties may agree to, if  
27 appropriate, without further notice to the Settlement Class. The Final Approval Hearing may,  
28 without further notice to the Settlement Class Members (except those who have filed timely and

1 valid objections and requested to speak at the Final Approval Hearing), be continued or adjourned  
2 by order of the Court.

3 25. Lead Class Counsel's motion for Attorneys' Fees and Expenses Award and  
4 Service Awards will be considered separately from the fairness, reasonableness, and adequacy of  
5 the Settlement. Any order or proceeding relating to the amount of any award of attorneys' fees,  
6 costs, or expenses or Service Awards, or any appeal from any order relating thereto, or reversal or  
7 modification thereof, shall not operate to modify, terminate, or cancel the Settlement Agreement.

8 **Final Approval Briefing.**

9 26. By the Deadline for Motion for Final Approval, set forth in Paragraph 31 below,  
10 Settlement Class Representatives and Lead Class Counsel shall file all papers in support of the  
11 application for the Final Approval Order and Final Judgment, and any motion for a fee and expense  
12 award and/or for service awards, and shall serve copies of such papers upon Defense Counsel and  
13 upon any objectors who have validly complied with Paragraphs 20 and 21 of this Order. All  
14 opposition papers shall be filed by the Deadline for Oppositions to the Motion for Final Approval,  
15 set forth in Paragraph 31 below, and any reply papers shall be filed by the Deadline for  
16 Replies in Support of Motion for Final Approval, set forth in Paragraph 31 below.

17 **Reasonable Procedures.**

18 27. Lead Class Counsel and Defense Counsel are hereby authorized to use all  
19 reasonable procedures in connection with approval and administration of the Settlement that are  
20 not materially inconsistent with this Order or the Settlement Agreement, including making,  
21 without further approval of the Court, minor changes to the form or content of the notices and  
22 other exhibits that they jointly agree are reasonable or necessary to further the purpose of  
23 effectuating the Settlement Agreement.

24 **Extension of Deadlines.**

25 28. Upon application of the Parties and good cause shown, the deadlines set forth in  
26 this Order may be extended by order of the Court, without further notice to the Settlement Class.  
27 Settlement Class Members must check the Settlement website  
28



31. The following chart summarizes the dates and deadlines set by this Order:

Event	Date	Relevant Provisions of Settlement Agreement and Parties' Proposal
Notice Date	Monday, December 4, 2023	Per ¶ 26.20 of the Settlement Agreement, no later than 30 days after <u>issuance of Preliminary Approval Order</u>
Deadline for Lead Class Counsel's Motions for Final Approval, an Attorneys' Fees and Expenses Award, and Service Awards	Monday, January 29, 2024	Per ¶¶ 58 and 61 of the Settlement Agreement, at least 35 days <i>prior to</i> <u>Objection Deadline</u>
Request for Exclusion (Opt-Out) Deadline	Monday, March 4, 2024	Per ¶ 26.23 of the Settlement Agreement, 91 days after <u>Notice Date</u>
Objection Deadline	Monday, March 4, 2024	Per ¶ 26.22 of the Settlement Agreement, 91 days after <u>Notice Date</u>
Motion for Final Approval	Monday, March 25, 2024	Per ¶ 26.13 of the Settlement Agreement, 21 days after <u>Request for Exclusion (Opt-Out) Deadline</u>
Oppositions to Motion for Final Approval	Monday, April 8, 2024	Parties propose 14 days after <u>Motion for Final Approval</u>
Reply in Support of Motion for Final Approval	Monday, April 15, 2024	Parties propose 21 days after <u>Oppositions to Motion for Final Approval</u>
Final Approval Hearing	April 18, 2024, 9am	

**IT IS SO ORDERED.**

Dated: November 7, 2023



HON. EDWARD J. DAVILA  
U.S. DISTRICT COURT JUDGE