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County of Santa Clara  
18CV328915  
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**SUPERIOR COURT OF CALIFORNIA**  
**COUNTY OF SANTA CLARA**

ABDULLAH UZAIR, ANGEL CHAVEZ,  
NICHOLAS JOEL LUSKIN, and SALVADOR  
DE LA O, individually and on behalf of all  
others similarly situated,

Plaintiffs,

v.

GOOGLE, LLC a California Limited Liability  
Company,

Defendant.

Case No. 18CV328915

**ORDER GRANTING PLAINTIFF'S  
MOTION FOR PRELIMINARY  
APPROVAL**

This is a class action rising from the automatic renewal of subscriptions for digital content through Defendant Google LLC's ("Google" or "Defendant") Google Play service.

Before the Court is Plaintiff Salvador De La O's motion for preliminary approval, which is unopposed.<sup>1</sup> As discussed below, the Court GRANTS the motion.

**I. BACKGROUND**

**A. Google Play**

Google develops and operates Google Play as the official software application or "App" store for the Android operating system, allowing consumers to browse and download Android

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<sup>1</sup> Abdullah Uzair, Angel Chavez, and Nicolas Joel Luskin are also named Plaintiffs but they are not Class Representatives. The Court will refer to them collectively as "Plaintiffs."

1 Apps published by both Google and third-party developers. (First Amended Complaint  
2 (“FAC”), ¶¶ 23–25.) Google uses Google Play to offer digital products (including, for example,  
3 songs, movies, television shows, and periodicals) through paid subscriptions that are  
4 automatically renewed at the end of a definite term for a subsequent term, or that continue until  
5 the consumer cancels. (FAC, ¶ 26.) Plaintiffs refer to subscriptions purchased through Google  
6 Play as “In-App Subscriptions.”

7 To make purchases through Google Play, whether for Google’s or third parties’  
8 applications, consumers use Google Play’s payment system, formerly known as Google Wallets  
9 and currently called Google Payments. (FAC, ¶ 27.) For its own apps and for third-party apps,  
10 Google enrolls subscribers, processes payments, and delivers the In-App subscriptions. Third-  
11 party developers never receive subscribers’ payment information. (FAC, ¶ 28.)

12 To subscribe, consumers must have a Google Account with a Google ID and password  
13 and are required to set up a Google Payments Account by providing their payment information.  
14 (FAC, ¶ 29.) During this process, consumers must state that they agree to the Google Play  
15 Terms of Service and the Google Payments Terms of Service (“Legal Agreements”), the current  
16 versions of which are attached to the FAC. (*Ibid.*) Consumers accept the Google Play Terms of  
17 Service when first using the Google Play Store App and when making a new purchase after the  
18 Terms have been updated. (FAC, ¶ 33.) Consumers do not agree to the Google Play Terms of  
19 Service prior to each and every purchase. (*Ibid.*) Rather, when Google Play offers consumers an  
20 In-App Subscription, small text at the bottom of the screen states: “By tapping ‘subscribe,’ you  
21 agree to the Terms of Service – Android (US),” with a hyperlink to the Google Payments Terms  
22 of Service. (*Ibid.*)

### 23 **B. Plaintiffs’ General Allegations**

24 Plaintiffs allege that Google’s “subscription flow,” including an initial pop up screen  
25 summarizing the subscription offer and an expanded summary that may also be viewed by the  
26 user, does not disclose that subscriptions will automatically renew until the consumer  
27 affirmatively acts to cancel the subscription and does not disclose that any cancellation is not  
28 effective until the end of the current billing period. This, in Plaintiffs’ view, violates Business &

1 Professions Code sections 17600–17604, which govern automatic renewal and continuous  
2 service offers to consumers in California (the “Automatic Renewal Law” or “ARL”). (FAC, ¶¶  
3 37–43.)

4 In addition, Google’s subscription flow does not satisfy the ARL’s requirement of an  
5 affirmative consent to the agreement containing the automatic renewal offer terms, at least  
6 according to Plaintiffs. And while Google sends confirmation emails to customers, Google  
7 supposedly fails to provide an acknowledgement that includes the terms, cancellation policy, and  
8 information on how to cancel in a manner capable of being retained by the subscriber and that  
9 describes a timely, cost-effective, and easy-to-use mechanism for cancellation. (FAC, ¶¶ 50-53.)  
10 Finally, Plaintiffs allege that Google fails to allow subscribers to cancel before payment as  
11 required by the statute. (*Ibid.*)

12 Moreover, while these terms are disclosed in the Google Payments Terms of Service,  
13 they do not appear until consumers have scrolled through 29–30 screens of information within  
14 that document. (FAC, ¶ 44.) The terms consequently are not “clear and conspicuous” or in  
15 “visual proximity” to the subscription offer, as required by the ARL. (*Ibid.*)

16 Plaintiffs further allege that the Legal Agreements also violate the ARL in that they do  
17 not disclose: (1) the recurring charges that will be charged to the payment method information as  
18 part of the automatic renewal plan; (2) the length of the automatic renewal term or that the  
19 service is continuous where the length of the term is not chosen by the consumer; or (3) that  
20 there is a minimum purchase obligation. Moreover, according to Plaintiffs, whatever disclosures  
21 the Legal Agreement contain are not clear and conspicuous or in visual proximity to the  
22 subscription offer. (FAC, ¶¶ 47-49.)

### 23 **C. Named Plaintiffs’ Specific Allegations**

24 Plaintiff Abdullah Uzair resides in California and purchased a family plan subscription to  
25 Google Play Music from defendant on March 16, 2016. (FAC, ¶ 9.)

26 Because Defendant failed to clearly and conspicuously disclose the automatic  
27 renewal offer terms in visual proximity to the request for Plaintiff’s consent to the  
28 offer, Plaintiff was not informed prior to purchase that the subscription would

1 renew automatically until cancelled or that any cancellation would not be  
2 effective until the next period. Had Defendant made these disclosures, Plaintiff  
3 would not have subscribed to Google Play Music at the time he did so.

4 (*Ibid.*) Since March 16, 2016, Google has continued to charge Mr. Uzair \$14.99 per month on a  
5 recurring basis for this Google Play Music subscription. (*Ibid.*) Three other plaintiffs—Angel  
6 Chavez, Nicholas Joel Luskin, and Salvador De La O—signed up for free trials to services  
7 offered by Google that they would not have subscribed to had Google disclosed that the  
8 subscription would renew automatically until cancelled and that any cancellation would not be  
9 effective until the next period. (FAC, ¶¶ 10–12.)

10 Based on the foregoing, Plaintiff Uzair initiated this action on May 30, 2018, with the  
11 filing of the Complaint, which asserted the following causes of action: (1) violation of Automatic  
12 Renewal Law (Bus. & Prof. Code §§ 17600-17604); (2) UCL violations (Bus. & Prof. Code §§  
13 17200-17204); (3) injunctive relief and restitution (Bus. & Prof. Code § 17535); (4) violation of  
14 Consumer Legal Remedies Act (Civ. Code §§ 1750, *et seq.*); (5) common count for money had  
15 and received; and (6) declaratory relief (Code Civ. Proc., § 1060).

16 Plaintiff Salvador De La O now seeks an order: preliminarily approving the Class Action  
17 Settlement (the “Settlement”); provisionally certifying the Class for settlement purposes;  
18 directing the Class to be notified; affirming the appointment of Plaintiff De La O as the Class  
19 Representative; affirming the appointment of Laura L. Ho, James Kan, Katharine Trabucco of  
20 Dardarian Ho Kan & Lee and Julian Hamond, Polina Brandler, Ari Cherniak of HammondLaw,  
21 P.C. as Class Counsel; appointing Vertia Global LLC (“Verita”) as the Settlement Administrator;  
22 staying all proceedings until the Court renders a final decision on approval of the Settlement; and  
23 scheduling a hearing for final approval.

## 24 **II. LEGAL STANDARDS FOR SETTLEMENT APPROVAL**

### 25 **A. Class Action**

26 Generally, “questions whether a [class action] settlement was fair and reasonable,  
27 whether notice to the class was adequate, whether certification of the class was proper, and  
28 whether the attorney fee award was proper are matters addressed to the trial court’s broad

1 discretion.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234–235 (*Wershba*),  
2 disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th  
3 260.)

4 In determining whether a class settlement is fair, adequate and reasonable, the  
5 trial court should consider relevant factors, such as the strength of plaintiffs’ case,  
6 the risk, expense, complexity and likely duration of further litigation, the risk of  
7 maintaining class action status through trial, the amount offered in settlement, the  
8 extent of discovery completed and the stage of the proceedings, the experience  
9 and views of counsel, the presence of a governmental participant, and the reaction  
10 of the class members to the proposed settlement.

11 (*Wershba, supra*, 91 Cal.App.4th at pp. 244–245, internal citations and quotations omitted.)

12 In general, the most important factor is the strength of the plaintiffs’ case on the merits,  
13 balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008)  
14 168 Cal.App.4th 116, 130 (*Kullar*.) But the trial court is free to engage in a balancing and  
15 weighing of relevant factors, depending on the circumstances of each case. (*Wershba, supra*, 91  
16 Cal.App.4th at p. 245.) The trial court must examine the “proposed settlement agreement to the  
17 extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or  
18 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a  
19 whole, is fair, reasonable and adequate to all concerned.” (*Ibid.*, citation and internal quotation  
20 marks omitted.) The trial court also must independently confirm that “the consideration being  
21 received for the release of the class members’ claims is reasonable in light of the strengths and  
22 weaknesses of the claims and the risks of the particular litigation.” (*Kullar, supra*, 168  
23 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be  
24 “provided with basic information about the nature and magnitude of the claims in question and  
25 the basis for concluding that the consideration being paid for the release of those claims  
26 represents a reasonable compromise.” (*Id.* at pp. 130, 133.)

1 **III. SETTLEMENT PROCESS**

2 Plaintiff Uzair initiated this action on May 30, 2018 and Google filed a demurrer in  
3 response. On February 1, 2019, the Court (Hon. Walsh) issued its order sustaining the demurrer  
4 on one claim and overruling as to the remaining claims. Around that time, Class Counsel began  
5 discovery which spanned from February 2019 through October 2024.

6 On February 5, 2020, the parties participated in mediation with the Honorable Read  
7 Ambler (Ret.), but they were not able to reach a settlement. On May 20, 2020, Plaintiff Uzair  
8 filed the operative FAC and added Plaintiffs Chavez, Luskin, and De La O as named Plaintiffs.  
9 Through the discovery process, Google produced more than 7,000 pages of documents and 3,600  
10 data files with approximately 34 million rows of order-level class member subscription data.  
11 Plaintiffs responded to Google’s form interrogatories, special interrogatories, requests for  
12 production, and subpoenas—they produced over 2,000 pages of documents.

13 On May 19, 2021, Plaintiffs filed their first motion for class certification and on August  
14 5, 2021, the Court granted certification of a class but did not certify it for the claims for  
15 declaratory relief or based on the theory that Google violated the ARL by failing to disclose the  
16 possibility of price increases and did not certify a class of purchasers of apps sold through  
17 Google Play by third-party developers. Plaintiff De La O was appointed as the Class  
18 Representative.<sup>2</sup> Google filed a petition for writ of mandate, which was denied by the Sixth  
19 District Court of Appeal. On March 29, 2023, Google filed its first motion to decertify the Class,  
20 which was denied by the Court. On July 27, 2023, Google filed its second motion to decertify  
21 which is partially granted. On Marh 28, 2024, Plaintiff De La O filed a renewed motion for  
22 Class certification, which was granted.

23 In May 2025, the parties scheduled a second mediation with Jill R. Sperber. The  
24 mediation was continued to allow in coordination with the mediation in a related matter. On  
25 September 18, 2025, after an all-day mediation, the parties reached a settlement agreement in  
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<sup>2</sup> The Court determined that Plaintiffs Luskin and Chavez were not adequate Class Representatives and Plaintiff Uzair was not put forth as a Class Representative and Class Counsel subsequently withdrew from representing him.

1 principle. Over the next several weeks, the parties negotiated the detailed terms of the  
2 Settlement.

3 **IV. SETTLEMENT PROVISIONS**

4 The non-reversionary gross settlement amount is \$5,000,000. Attorneys' fees in the  
5 amount of \$2,250,000 and litigation costs of up to \$180,000, and administrative costs of up to  
6 \$75,000.

7 The net settlement amount-estimated to be \$2,487,500-will be allocated to Class  
8 members. The average individual payment will be \$5.85.<sup>3</sup> After 195 days, "undeliverable"  
9 funds will be transmitted to the Justice Gap Fund. Plaintiff De La O will seek a service award of  
10 up to \$5,000 and Plaintiff Chavez will seek a service award of up to \$2,500.

11 In exchange for settlement, Class Members who do not opt out will release:  
12 [A]ll manner of claims arising during the Class Period (a) as they were alleged in  
13 the complaints, including those based on alleged violations of the Automatic  
14 Renewal Law, Unfair Competition Law, Consumer Legal Remedies Act, money  
15 had and received, and declaratory and injunctive relief, or (b) that arise from the  
16 factual allegations in the operative First Amended Complaint.

17 The foregoing release is appropriately tailored to the allegations at issue. (See *Amaro v.*  
18 *Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.)

19 **V. FAIRNESS OF SETTLEMENT**

20 Plaintiff De La O states this settlement is the product of lengthy arm's-length  
21 negotiations. Class Counsel considered the pros and cons of the negotiated settlement. Class  
22 Counsel's judgement is informed by their experience litigating similar ARL claims, the  
23 substantial discovery record developed over years of litigation, and their understanding of the  
24 facts and legal issues unique to this case. While Plaintiff is confident in the merits of his case, he  
25 acknowledges that continuing to litigate through summary judgment/adjudication, trial, and  
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<sup>3</sup> The Settlement does not require a claims process, instead each participating Class Member shall automatically receive their pro rata share of the net settlement fund.

1 appeal carried non-trivial risks of minimal or no recovery. Google disputes Plaintiffs' claims and  
2 believes it would have prevailed at trial.

3 Overall, the Court finds the Settlement is fair and reasonable. It provides for some  
4 recovery for each Class members and eliminates the risk and expense of further litigation.

## 5 **VI. PROPOSED SETTLEMENT CLASS**

6 Plaintiff requests that the following settlement class be provisionally certified:

7 All persons in California who paid for at least one renewal term or a Google  
8 subscription through a Google Play checkout screen (or "Buy Cart") billed  
9 through Google Play billing from May 30, 2024, to October 27, 2019, for  
10 personal, family, or household purposes, excluding subscriptions for Google  
11 Drive, subscriptions that were cancelled during a free trial, and subscriptions that  
12 were fully refunded by Google.<sup>4</sup>

### 13 **A. Legal Standard for Certifying a Class for Settlement Purposes**

14 Rule 3.769(d) of the California Rules of Court states that "[t]he court may make an order  
15 approving or denying certification of a provisional settlement class after [a] preliminary  
16 settlement hearing." California Code of Civil Procedure Section 382 authorizes certification of a  
17 class "when the question is one of a common or general interest, of many persons, or when the  
18 parties are numerous, and it is impracticable to bring them all before the court ...."

19 Section 382 requires the plaintiff to demonstrate by a preponderance of the evidence:  
20 (1) an ascertainable class and (2) a well-defined community of interest among the class  
21 members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, 332 (*Sav-On*  
22 *Drug Stores*)). "Other relevant considerations include the probability that each class member  
23 will come forward ultimately to prove his or her separate claim to a portion of the total recovery  
24 and whether the class approach would actually serve to deter and redress alleged wrongdoing."  
25 (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of  
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<sup>4</sup> The Settlement Class excludes Class Counsel, any employees of their firms, Google employees, employees of  
Wilson, Sonsini, Goodrich & Rosati, the Court and the Court's staff.

1 establishing that class treatment will yield “substantial benefits” to both “the litigants and to the  
2 court.” (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)

3 In the settlement context, “the court’s evaluation of the certification issues is somewhat  
4 different from its consideration of certification issues when the class action has not yet settled.”  
5 (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) As no trial is anticipated in the  
6 settlement-only context, the case management issues inherent in the ascertainable class  
7 determination need not be confronted, and the court’s review is more lenient in this respect. (*Id.*  
8 at pp. 93–94.) But considerations designed to protect absentees by blocking unwarranted or  
9 overbroad class definitions require heightened scrutiny in the settlement-only class context, since  
10 the court will lack the usual opportunity to adjust the class as proceedings unfold. (*Id.* at p. 94.)

### 11 **B. Ascertainable Class**

12 A class is ascertainable “when it is defined in terms of objective characteristics and  
13 common transactional facts that make the ultimate identification of class members possible when  
14 that identification becomes necessary.” (*Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 980  
15 (*Noel*)). A class definition satisfying these requirements.

16 puts members of the class on notice that their rights may be adjudicated in the  
17 proceeding, so they must decide whether to intervene, opt out, or do nothing and  
18 live with the consequences. This kind of class definition also advances due  
19 process by supplying a concrete basis for determining who will and will not be  
20 bound by (or benefit from) any judgment.

21 (*Noel, supra*, 7 Cal.5th at p. 980, citation omitted.)

22 “As a rule, a representative plaintiff in a class action need not introduce evidence  
23 establishing how notice of the action will be communicated to individual class members in order  
24 to show an ascertainable class.” (*Noel, supra*, 7 Cal.5th at p. 984.) Still, it has long been held  
25 that “[c]lass members are ‘ascertainable’ where they may be readily identified ... by reference to  
26 official records.” (*Rose v. City of Hayward* (1981) 126 Cal. App. 3d 926, 932, disapproved of on  
27 another ground by *Noel, supra*, 7 Cal.5th 955; see also *Cohen v. DIRECTV, Inc.* (2009) 178  
28 Cal.App.4th 966, 975-976 [“The defined class of all HD Package subscribers is precise, with

1 objective characteristics and transactional parameters, and can be determined by DIRECTV's  
2 own account records. No more is needed."].)

3 Here, there is an estimated 425,370 Class members who are readily identifiable based on  
4 Google's record and the settlement class is appropriately defined based on objective  
5 characteristics. The Court finds that the settlement Class is numerous, ascertainable, and  
6 appropriately defined.

### 7 C. Community of Interest

8 The "community-of-interest" requirement encompasses three factors: (1) predominant  
9 questions of law or fact, (2) class representatives with claims or defenses typical of the class, and  
10 (3) class representatives who can adequately represent the class. (*Sav-On Drug Stores, supra*, 34  
11 Cal.4th at pp. 326, 332.)

12 For the first community of interest factor, "[i]n order to determine whether common  
13 questions of fact predominate the trial court must examine the issues framed by the pleadings  
14 and the law applicable to the causes of action alleged." (*Hicks v. Kaufman & Broad Home Corp.*  
15 (2001) 89 Cal.App.4th 908, 916 (*Hicks*)). The court must also examine evidence of any conflict  
16 of interest among the proposed class members. (See *J.P. Morgan & Co., Inc. v. Superior Court*  
17 (2003) 113 Cal.App.4th 195, 215.) The ultimate question is whether the issues which may be  
18 jointly tried, when compared with those requiring separate adjudication, are so numerous or  
19 substantial that the maintenance of a class action would be good for the judicial process and to  
20 the litigants. (*Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096, 1104–1105  
21 (*Lockheed Martin*)). "As a general rule if the defendant's liability can be determined by facts  
22 common to all members of the class, a class will be certified even if the members must  
23 individually prove their damages." (*Hicks, supra*, 89 Cal.App.4th at p. 916.)

24 Here, common legal and factual issues predominate. Plaintiffs' claims all arise from  
25 Google's automatic renewal billing policies and practices.

26 As for the second factor,

27 The typicality requirement is meant to ensure that the class representative is able  
28 to adequately represent the class and focus on common issues. It is only when a

1 defense unique to the class representative will be a major focus of the litigation,  
2 or when the class representative's interests are antagonistic to or in conflict with  
3 the objectives of those, she purports to represent that denial of class certification  
4 is appropriate. But even then, the court should determine if it would be feasible to  
5 divide the class into subclasses to eliminate the conflict and allow the class action  
6 to be maintained.

7 (*Medraza v. Honda of North Hollywood* (2008) 166 Cal. App. 4th 89, 99, internal citations,  
8 brackets, and quotation marks omitted.)

9 Like the other members of the proposed class, Plaintiffs experienced the conduct at issue.  
10 The anticipated defenses are not unique to Plaintiff, and there is no indication that Plaintiffs'  
11 interests are otherwise in conflict with those of the proposed class.

12 Finally, adequacy of representation "depends on whether the plaintiff's attorney is  
13 qualified to conduct the proposed litigation and the plaintiff's interests are not antagonistic to the  
14 interests of the class." (*McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 450.) The class  
15 representative does not necessarily have to incur all of the damages suffered by each different  
16 class member in order to provide adequate representation to the class. (*Wershba, supra*, 91  
17 Cal.App.4th at p. 238.) "Differences in individual class members' proof of damages [are] not  
18 fatal to class certification. Only a conflict that goes to the very subject matter of the litigation  
19 will defeat a party's claim of representative status." (*Ibid.*, internal citations and quotation marks  
20 omitted.)

21 Plaintiffs have the same interest in maintaining this action as any Class member would  
22 have. Further, they have has hired experienced counsel. Plaintiffs sufficiently demonstrated  
23 adequacy of representation.

#### 24 **D. Substantial Benefits of Class Certification**

25 "[A] class action should not be certified unless substantial benefits accrue both to  
26 litigants and the courts. . . ." (*Basurco v. 21st Century Ins.* (2003) 108 Cal.App.4th 110, 120,  
27 internal quotation marks omitted.) The question is whether a class action would be superior to  
28 individual lawsuits. (*Ibid.*) "Thus, even if questions of law or fact predominate, the lack of

1 superiority provides an alternative ground to deny class certification.” (*Ibid.*) Generally, “a  
2 class action is proper where it provides small claimants with a method of obtaining redress and  
3 when numerous parties suffer injury of insufficient size to warrant individual action.” (*Id.* at pp.  
4 120–121, internal quotation marks omitted.)

5 Here, there are an estimated 425,370 Class Members. It would be inefficient for the  
6 Court to hear and decide the same issues separately and repeatedly for each class member.  
7 Further, it would be cost prohibitive for each class member to file suit individually, as each  
8 member would have the potential for little to no monetary recovery. It is clear that a class action  
9 provides substantial benefits to both the litigants and the Court in this case.

## 10 VII. NOTICE

11 The content of a class notice is subject to court approval. (Cal. Rules of Court, rule  
12 3.769(f).) “The notice must contain an explanation of the proposed settlement and procedures  
13 for class members to follow in filing written objections to it and in arranging to appear at the  
14 settlement hearing and state any objections to the proposed settlement.” (*Ibid.*) In determining  
15 the manner of the notice, the court must consider: “(1) The interests of the class; (2) The type of  
16 relief requested; (3) The stake of the individual class members; (4) The cost of notifying class  
17 members; (5) The resources of the parties; (6) The possible prejudice to class members who do  
18 not receive notice; and (7) The res judicata effect on class members.” (Cal. Rules of Court, rule  
19 3.766(e).)

20 Here, the notice, which will be provided in English, informs the Class Members of the  
21 nature of the lawsuit and their rights under the terms of the Settlement and applicable law. It  
22 includes: a detailed explanation of the case, including the basic contentions or denials of the  
23 Parties and the basic terms of the Settlement; a statement that the court will exclude the member  
24 from the class if they request so by a specified date; a procedure for the member to follow in  
25 requesting exclusions from the class; an explanation that members of the Class can participate in  
26 the Settlement by doing nothing; a statement that the judgment, whether favorable or not, will  
27 bind all members who do not request exclusion; and a statement that any member who does not  
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1 request exclusion may, if the member so desires, enter an appearance through counsel. Class  
2 Members are given 60 days to exclude themselves or object. The form of notice is approved.

3       Regarding appearances at the final fairness hearing, the notice shall be modified to  
4 instruct class members as follows:

5       Although class members may appear in person, the judge overseeing this case  
6 encourages remote appearances. Class members who wish to appear remotely  
7 should contact class counsel at least three days before the hearing if possible.  
8 Remote appearances must be made through UDC, unless otherwise arranged with  
9 the Court. Please go to [https://santaclara.courts.ca.gov/online-services/remote-](https://santaclara.courts.ca.gov/online-services/remote-hearings)  
10 [hearings](https://santaclara.courts.ca.gov/online-services/remote-hearings) to find the appropriate link. Also, please note that that you must register  
11 in advance to appear remotely.

12       Turning to the notice procedure, as articulated above, the parties have selected Verita as  
13 the settlement administrator. No later than thirty (30) days after preliminary approval, Google  
14 will provide the Class data (contact information) to Verita. Within forty-five (45) days of  
15 preliminary approval, Verita will create and operate a publicly accessible website, send email  
16 notice to Class members, and secure and operate a toll-free automated telephone support system.  
17 Verita will conduct a skip trace for any email notice that is returned, and it will immediately  
18 resend the notice if a new or different address is found. Class members will have sixty (60) days  
19 to object or file a request for exclusion. These notice procedures are appropriate and are  
20 approved.

#### 21 **VIII. SERVICE AWARD, FEES, AND COSTS**

22       Plaintiff De La O requests a service award of \$5,000 and Plaintiff Chavez requests a  
23 service award of \$2,500.

24       The rationale for making enhancement or incentive awards to named plaintiffs is  
25 that they should be compensated for the expense or risk they have incurred in  
26 conferring a benefit on other members of the class. An incentive award is  
27 appropriate if it is necessary to induce an individual to participate in the suit.

28       Criteria courts may consider in determining whether to make an incentive award

1 include: 1) the risk to the class representative in commencing suit, both financial  
2 and otherwise; 2) the notoriety and personal difficulties encountered by the class  
3 representative; 3) the amount of time and effort spent by the class representative;  
4 4) the duration of the litigation and; 5) the personal benefit (or lack thereof)  
5 enjoyed by the class representative as a result of the litigation. These “incentive  
6 awards” to class representatives must not be disproportionate to the amount of  
7 time and energy expended in pursuit of the lawsuit.

8 (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-1395, internal  
9 punctuation and citations omitted; see also *Covillo v. Specialty’s Café* (N.D. Cal. 2014) 2014  
10 U.S.Dist.LEXIS 29837, at \*29 [incentive awards are particularly appropriate where a plaintiff  
11 undertakes a significant “reputational risk” in bringing an action against an employer].)

12 Plaintiff De La O states he reviewed documents, located records, assisted Class Counsel  
13 in providing discovery responses, attended his deposition and reviewed the transcript, and made  
14 himself available for the mediation. (De La O Declaration (“Decl.”), ¶¶ 8-16.) He further states  
15 he has spent at least 30 hours in this litigation. (De La O Decl., ¶ 19.) He also states he  
16 considered the risk of serving as named Plaintiff. (De La O Decl., ¶ 5.)

17 Plaintiff Chavez states he communicated with Class Counsel, reviewed documents,  
18 searched through his records, helped Class Counsel in providing discovery responses, prepared  
19 and attended his deposition, and reviewed his deposition testimony. (Chavez Decl., ¶¶ 8-9.) He  
20 states he has spent approximately 28-30 hours on this action. (Chavez Decl., ¶ 10.)

21 Applying the relevant factors, the Court finds that Plaintiffs are entitled to service  
22 awards. Thus, the \$5,000 for Plaintiff De La O and \$2,500 for Plaintiff Chavez is preliminarily  
23 approved.

24 The court also has an independent right and responsibility to review the requested  
25 attorney fees and only award so much as it determines reasonable. (See *Garabedian v. Los*  
26 *Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) Class Counsel will seek  
27 attorney fees of up to forty-five (45%) percent of the gross settlement amount (currently  
28

1 estimated to be \$2,250,000, and litigation costs for up to \$180,000). Class Counsel states it will  
2 file a noticed motion for attorneys' fees, litigation costs, and the service awards.

3 **IX. CONCLUSION**

4 Plaintiff De La O's motion for preliminary approval is GRANTED.

5 The final approval hearing shall take place on July 23, 2026 at 1:30 in Department 22.

6 The following class is preliminarily certified for settlement purposes:

7 All persons in California who paid for at least one renewal term or a Google  
8 subscription through a Google Play checkout screen (or "Buy Cart") billed  
9 through Google Play billing from May 30, 2024, to October 27, 2019, for  
10 personal, family, or household purposes, excluding subscriptions for Google  
11 Drive, subscriptions that were cancelled during a free trial, and subscriptions that  
12 were fully refunded by Google.

13  
14 **IT IS SO ORDERED.**

15  
16 Date: \_\_\_\_\_

1/22/26



17 BETH MCGOWEN  
18 Judge of the Superior Court  
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