

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA

LANCE DUTCHER, individually and on behalf
of all others similarly situated;

Plaintiff,

v.

GOOGLE, LLC DBA YOUTUBE et al.

Defendants.

Case No. 20CV366905

ORDER RE: PLAINTIFF'S
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL

The following motion came on regularly for hearing on July 18, 2026, at 1:30 p.m. in Department 22, Honorable Beth McGowen presiding. The matter having been submitted, it is ordered:

This is a putative class action. Plaintiff Lance Dutcher ("Plaintiff") alleges that Defendants Google LLC d/b/a YouTube, and YouTube, LLC (collectively, "Defendants") engaged in an illegal "automatic renewal" scheme with respect to a subscription plan for YouTube-branded products and services that are available exclusively to consumers who enroll in Defendants' auto-renewal membership programs.

ORDER RE: PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL

1
2 Before the Court is Plaintiffs' motion for preliminary approval of settlement, which is
3 unopposed. As discussed below, the Court GRANTS the motion.
4

5 I. BACKGROUND

6

7 Plaintiffs initiated this action on June 5, 2020, asserting the following causes of action: 1)
8 unfair competition; 2) conversion; 3) false advertising; 4) violation of California's Consumers
9 Legal Remedies Act; 5) unjust enrichment/restitution; 6) negligent misrepresentation; and 7)
10 fraud.
11

12 Plaintiff now seeks an order: preliminarily approving the parties' class action settlement;
13 conditionally certifying the Class for settlement purposes; ordering the proposed Class notice be
14 sent to the settlement Class; ^{parties to select a} ~~appointing Digital Settlement, LLC ("Digital") as the settlement~~
15 ^{^("SA")} administrator; appointing Plaintiff as Class representatives; appointing Bursor & Fisher, P.A. as
16 Class counsel; staying all proceedings until a final decision on approval of the Settlement; and
17 scheduling a final approval hearing.
18

19 II. LEGAL STANDARDS FOR SETTLEMENT APPROVAL

20

21 A. Class Action

22

23 Generally, "questions whether a [class action] settlement was fair and reasonable,
24 whether notice to the class was adequate, whether certification of the class was proper, and
25 whether the attorney fee award was proper are matters addressed to the trial court's broad
26 discretion." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-235 (*Wershba*),
27 disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th
28 260.)

1
2 In determining whether a class settlement is fair, adequate and reasonable, the trial
3 court should consider relevant factors, such as the strength of plaintiffs' case, the
4 risk, expense, complexity and likely duration of further litigation, the risk of
5 maintaining class action status through trial, the amount offered in settlement, the
6 extent of discovery completed and the stage of the proceedings, the experience and
7 views of counsel, the presence of a governmental participant, and the reaction of
8 the class members to the proposed settlement.

9
10 (*Wershba, supra*, 91 Cal.App.4th at pp. 244–245, internal citations and quotations omitted.)
11

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.)
27

28 III. SETTLEMENT PROCESS

1
2 Plaintiff initiated this action on June 5, 2020, with the filing of a class action complaint
3 asserting seven different causes of action on behalf of California consumers. The parties
4 subsequently engaged in extensive discovery and repeat meet and confers, with Plaintiff
5 obtaining from Defendants: thousands of documents and data files with millions of rows of
6 order-level class member subscription data. Plaintiff also employed economic and consumer
7 perception experts to analyze this data. Plaintiff also produced hundreds of pages of documents
8 across four production volumes and participated in depositions.
9

10 On September 18, 2025, the parties conducted a mediation session with Jill R. Sperber,
11 Esq., an experienced mediator from Judicate West. The parties engaged in settlement discussions
12 and exchanged mediation statements prior to the mediation. Following the mediation, the parties
13 reached a settlement agreement in principle and over the next several months, the parties
14 negotiated the detailed terms of the Settlement Agreement.
15

16 **IV. SETTLEMENT PROVISIONS**

17

18 The non-reversionary settlement amount is \$7,500,000 to be paid by Defendants in the
19 Settlement Fund. Attorney's fees of \$2,500,000 (or one-third of the gross settlement), litigation
20 costs of up to \$425,000 and administrative costs not to exceed \$250,000 will be paid from the
21 gross settlement. Plaintiff will seek a class representative service payment of not more than
22 \$15,000.
23

24 The net settlement amount will be allocated to members of the "Class," who are defined
25 as "all persons in California who, from February 1, 2017 to October 29, 2021, enrolled in and
26 paid for at least one renewal term of a YouTube TV Subscription, purchased via YouTube billing
27 for personal, family, or household purposes, excluding those who enrolled in YouTube TV
28 through iOS-based mobile applications from Apple's App Store, YouTube TV Subscriptions that

1 were cancelled during a free trial, and YouTube TB subscriptions that were fully refunded by
2 Defendants” on a pro rata basis. Funds associated with checks uncashed after 180 days will be
3 distributed to the Legal Aid Association of California.

4
5 In exchange for settlement, Class Members who do not opt out will release:

6
7 [A]ny and all causes of action or claims for relief, whether in law or equity,
8 including but not limited to injunctive relief, actual damages, nominal damages,
9 statutory damages, punitive damages, exemplary or multiplied damages, restitution,
10 disgorgement, expenses, attorneys’ fees and costs, and/or any other form of
11 consideration whatsoever (including “Unknown Claims” as defined below), whether
12 in law or in equity, accrued or un-accrued, direct, individual or representative, of
13 every nature and description whatsoever, that were brought or could have been
14 brought in the Action relating to any and all Releasing Parties, any YouTube TV
15 Subscriptions associated with any of them, or that in any way relate to or arise out
16 of Defendants’ automatic renewal and/or continuous service programs for
17 YouTube TV in California from February 1, 2017, to and through October 29, 2021,
18 including but not limited to any of the facts, transactions, events, matters,
19 occurrences, acts, disclosures, statements, representations, omissions or failures to
20 act related thereto.

21
22 The foregoing release is appropriately tailored to the allegations at issue. (See *Amaro v.*
23 *Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.)

24
25 **V. FAIRNESS OF SETTLEMENT**

26
27 Plaintiffs’ counsel determined an appropriate range of recovery for settlement purposes
28 by considering positions and arguments that Defendants would present, potential appeals, the

1 cost of additional litigation, including additional motion practice, discovery, expert testimony,
2 and preparation for trial. Measured against these risks, Plaintiffs assert that the Settlement is an
3 excellent result for the Class and ensures timely relief and allows Class Members to recover
4 restitution they are owed. (Deckant Decl., ¶¶ 44-49.)

5
6 Considering these factors, the settlement achieves a good result for the class. For
7 purposes of preliminary approval, the Court finds that the settlement is fair and reasonable to the
8 Class.

9 The Court has an independent right and responsibility to review the requested attorney
10 fees and only award so much as it determines reasonable. (See *Garabedian v. Los Angeles*
11 *Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) “Courts recognize two methods
12 for calculating attorney fees in civil class actions: the lodestar/multiplier method and the
13 percentage of recovery method.” (*Wershba*, *supra*, 91 Cal.App.4th at p. 254.)

14 Class Counsel seeks \$2,500,000 in attorneys’ fees, one-third of the gross settlement
15 amount. Counsel provides evidence of a lodestar of \$1.66 million, based on a total of 2,044.8
16 hours. This results in a multiplier of 1.508 and is within the range of multipliers that courts
17 approve. (*Wershba*, *supra*, 91 Cal.App.4th at p. 255 [“[m]ultipliers can range from 2 to 4 or even
18 higher”].) The benefits achieved by the settlement justify an award of attorney fees to class
19 counsel. The Court preliminarily finds that the requested attorney fee award is reasonable as a
20 percentage of the common fund. However, prior to the final approval hearing, Plaintiff’s counsel
21 shall submit lodestar information (including hourly rate and hours worked) as well as evidence of
22 actual litigation costs incurred and settlement administration costs.

23 24 VI. PROPOSED SETTLEMENT CLASS

25
26 Plaintiff requests that the following settlement class be provisionally certified:
27
28

1 [A]ll persons in California who, from February 1, 2017 to October 29, 2021,
2 enrolled in and paid for at least one renewal term of a YouTube TV Subscription,
3 purchased via YouTube billing for personal, family, or household purposes,
4 excluding those who enrolled in YouTube TV through iOS-based mobile
5 applications from Apple's App Store, YouTube TV Subscriptions that were
6 cancelled during a free trial, and YouTube TV subscriptions that were fully
7 refunded by Defendants.

8
9 (Settlement Agreement, ¶ 1.8.)

10
11 **A. Legal Standard for Certifying a Class for Settlement Purposes**

12
13 Rule 3.769(d) of the California Rules of Court states that "[t]he court may make an order
14 approving or denying certification of a provisional settlement class after [a] preliminary
15 settlement hearing." California Code of Civil Procedure Section 382 authorizes certification of a
16 class "when the question is one of a common or general interest, of many persons, or when the
17 parties are numerous, and it is impracticable to bring them all before the court"

18
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
25 wrongdoing." (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the
26 burden of establishing that class treatment will yield "substantial benefits" to both "the litigants
27 and to the court." (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)
28

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

9 10 **B. Ascertainable Class**

11
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
17 puts members of the class on notice that their rights may be adjudicated in the
18 proceeding, so they must decide whether to intervene, opt out, or do nothing and
19 live with the consequences. This kind of class definition also advances due process
20 by supplying a concrete basis for determining who will and will not be bound by
21 (or benefit from) any judgment.

22
23 (*Noel, supra*, 7 Cal.5th at p. 980 [citation omitted].)

24
25 “As a rule, a representative plaintiff in a class action need not introduce evidence
26 establishing how notice of the action will be communicated to individual class members in order
27 to show an ascertainable class.” (*Noel, supra*, 7 Cal.5th at p. 984.) Still, it has long been held
28 that “[c]lass members are ‘ascertainable’ where they may be readily identified ... by reference to

1 official records.” (*Rose v. City of Hayward* (1981) 126 Cal. App. 3d 926, 932, disapproved of on
2 another ground by *Noel, supra*, 7 Cal.5th 955; see also *Cohen v. DIRECTV, Inc.* (2009) 178
3 Cal.App.4th 966, 975-976 [“The defined class of all HD Package subscribers is precise, with
4 objective characteristics and transactional parameters, and can be determined by DIRECTV’s
5 own account records. No more is needed.”].)

6
7 Here, the estimated 934,323 Class members are identifiable based on Defendants’ records
8 that include enrollment information such as payment information and email addresses. (Motion,
9 p. 32:19-23.) The settlement class is appropriately defined based on objective characteristics.
10 The Court finds that the settlement class is numerous, ascertainable, and appropriately defined.

11 12 **C. Community of Interest**

13
14 The “community-of-interest” requirement encompasses three factors: (1) predominant
15 questions of law or fact, (2) class representatives with claims or defenses typical of the class, and
16 (3) class representatives who can adequately represent the class. (*Sav-On Drug Stores, supra*, 34
17 Cal.4th at pp. 326, 332.)

18
19 For the first community of interest factor, “[i]n order to determine whether common
20 questions of fact predominate the trial court must examine the issues framed by the pleadings
21 and the law applicable to the causes of action alleged.” (*Hicks v. Kaufman & Broad Home Corp.*
22 (2001) 89 Cal.App.4th 908, 916 (*Hicks*).) The court must also examine evidence of any conflict
23 of interest among the proposed class members. (See *J.P. Morgan & Co., Inc. v. Superior Court*
24 (2003) 113 Cal.App.4th 195, 215.) The ultimate question is whether the issues which may be
25 jointly tried, when compared with those requiring separate adjudication, are so numerous or
26 substantial that the maintenance of a class action would be good for the judicial process and to
27 the litigants. (*Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096, 1104–1105
28 (*Lockheed Martin*).) “As a general rule if the defendant’s liability can be determined by facts

1 common to all members of the class, a class will be certified even if the members must
2 individually prove their damages.” (*Hicks, supra*, 89 Cal.App.4th at p. 916.)
3

4 Here, common legal and factual issues predominate. Plaintiff’s claims all arise from
5 Defendants’ auto-renewal charges that allegedly do not comply with California’s Automatic
6 Renewal Law (“ARL”).
7

8 As for the second factor,
9

10 The typicality requirement is meant to ensure that the class representative is able to
11 adequately represent the class and focus on common issues. It is only when a
12 defense unique to the class representative will be a major focus of the litigation, or
13 when the class representative’s interests are antagonistic to or in conflict with the
14 objectives of those she purports to represent that denial of class certification is
15 appropriate. But even then, the court should determine if it would be feasible to
16 divide the class into subclasses to eliminate the conflict and allow the class action
17 to be maintained.
18

19 (*Medraza v. Honda of North Hollywood* (2008) 166 Cal. App. 4th 89, 99, internal citations,
20 brackets, and quotation marks omitted.)
21

22 Like the other members of the class, Plaintiff asserts that he paid and was assessed auto-
23 renewal charges that he alleges violates the ARL. (Motion, p. 33:22-25.)
24

25 Finally, adequacy of representation “depends on whether the plaintiff’s attorney is
26 qualified to conduct the proposed litigation and the plaintiff’s interests are not antagonistic to the
27 interests of the class.” (*McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 450.) The class
28 representative does not necessarily have to incur all of the damages suffered by each different

1 class member in order to provide adequate representation to the class. (*Wershba, supra*, 91
2 Cal.App.4th at p. 238.) “Differences in individual class members’ proof of damages [are] not
3 fatal to class certification. Only a conflict that goes to the very subject matter of the litigation
4 will defeat a party’s claim of representative status.” (*Ibid.*, internal citations and quotation marks
5 omitted.)

6
7 Plaintiff has the same interest in maintaining this action as any class member would
8 have. Further, they have hired experienced counsel. Plaintiff has sufficiently demonstrated
9 adequacy of representation.

10 11 **D. Substantial Benefits of Class Certification**

12
13 “[A] class action should not be certified unless substantial benefits accrue both to
14 litigants and the courts. . . .” (*Basurco v. 21st Century Ins.* (2003) 108 Cal.App.4th 110, 120,
15 internal quotation marks omitted.) The question is whether a class action would be superior to
16 individual lawsuits. (*Ibid.*) “Thus, even if questions of law or fact predominate, the lack of
17 superiority provides an alternative ground to deny class certification.” (*Ibid.*) Generally, “a
18 class action is proper where it provides small claimants with a method of obtaining redress and
19 when numerous parties suffer injury of insufficient size to warrant individual action.” (*Id.* at pp.
20 120–121, internal quotation marks omitted.)

21
22 Here, there are approximately 934,323 class members. It would be inefficient for the
23 Court to hear and decide the same issues separately and repeatedly for each class
24 member. Further, it would be cost prohibitive for each class member to file suit individually, as
25 each member would have the potential for little to no monetary recovery. It is clear that a class
26 action provides substantial benefits to both the litigants and the Court in this case.

27 28 **VII. NOTICE**

1
2 The content of a class notice is subject to court approval. (Cal. Rules of Court, rule
3 3.769(f).) “The notice must contain an explanation of the proposed settlement and procedures
4 for class members to follow in filing written objections to it and in arranging to appear at the
5 settlement hearing and state any objections to the proposed settlement.” (*Ibid.*) In determining
6 the manner of the notice, the court must consider: “(1) The interests of the class; (2) The type of
7 relief requested; (3) The stake of the individual class members; (4) The cost of notifying class
8 members; (5) The resources of the parties; (6) The possible prejudice to class members who do
9 not receive notice; and (7) The res judicata effect on class members.” (Cal. Rules of Court, rule
10 3.766(e).)
11

12 Here, the notice, which will be emailed in summary to each class member and posted on
13 the settlement website, describes the lawsuit, explains the settlement, and instructs Class
14 members that they may exclude themselves from the settlement or object. The gross settlement
15 amount and estimated deductions are provided. Class members are given 45 days from email
16 notice to exclude themselves, or “opt out”, of the Settlement.
17

18 The form of notice is generally adequate, **but must be modified** to instruct Class
19 members that they may opt out of or object to the settlement simply by providing their name,
20 without the need to provide their phone number or other personal information.
21

22 Regarding appearances at the final fairness hearing, the notice shall be modified to
23 instruct class members as follows:
24

25 Although class members may appear in person, the judge overseeing this case
26 encourages remote appearances. Class members who wish to appear remotely
27 should contact class counsel at least three days before the hearing if possible.
28

1 Instructions for appearing remotely are provided at
2 <https://santaclara.courts.ca.gov/online-services/remote-hearings>
3 and should be reviewed in advance. Class members may appear remotely using
4 the UDC link for Department 22 or by calling the toll free conference call number
5 for Department 22.

6
7 Turning to the notice procedure, as articulated above, the parties have selected Digital as
8 the settlement administrator. No later than fifteen (15) days after preliminary approval,
9 Defendants will deliver the Class data (i.e., Class list and related qualifying workweeks and
10 contact information) to ~~Digital~~ ^{SA SA} Digital. Digital, in turn, will mail the notice packet within fourteen (14)
11 days after receiving the Class data, subsequent to updating Class members' addresses using the
12 National Change of Address Database. Any returned notices will be re-mailed to any forwarding
13 address provided or a better address located through a skip trace or other search. Class members
14 who receive a re-mailed notice will have an additional 14 days to respond. These notice
15 procedures are appropriate and are approved.

16 17 **VIII. CONCLUSION**

18
19 Plaintiffs' motion for preliminary approval is GRANTED.

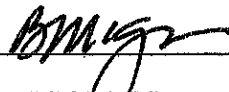
20
21 The final approval hearing shall take place on ~~October 15~~ October 15, 2026 at 1:30 in Dept. 22.
22 The following class is preliminarily certified for settlement purposes:

23
24 [A]ll persons in California who, from February 1, 2017 to October 29, 2021,
25 enrolled in and paid for at least one renewal term of a YouTube TV Subscription,
26 purchased via YouTube billing for personal, family, or household purposes,
27 excluding those who enrolled in YouTube TV through iOS-based mobile
28 applications from Apple's App Store, YouTube TV Subscriptions that were

1 cancelled during a free trial, and YouTube TV subscriptions that were fully
2 refunded by Defendants.
3
4

5 **IT IS SO ORDERED.**
6
7

8 Date: 6-18-26


9 BETH MCGOWEN
10 Judge of the Superior Court
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