

United States District Court
Northern District of California

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

APRIL CURLEY, et al.,
Plaintiffs,
v.
GOOGLE LLC,
Defendant.

Case No. [4:22-cv-01735-KAW](#)

**ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT; ORDER GRANTING
ATTORNEYS’ FEES, COSTS, AND
SERVICE AWARDS**

Re: Dkt. Nos. 163, 164

On March 18, 2022, Plaintiffs April Curley, Desiree Mayon, and Ronika Lewis filed a putative class action against Defendant Google LLC alleging race discrimination. The parties settled and, on December 7, 2025, the Court granted preliminary approval.

On February 10, 2026, Plaintiffs filed a motion for attorneys’ fees and costs, incentive award, and settlement administration costs. (Dkt. No. 163.) On April 2, 2026, Plaintiffs filed a motion for final approval (Dkt. No. 164) and a motion for appointment of trustee.¹

On May 7, 2026, the Court held a fairness hearing, and having carefully considered the briefs, argument of counsel, and all matters presented to the Court, GRANTS Plaintiffs’ motion for attorneys’ fees and motion for final approval as set forth below.

I. BACKGROUND

A. Factual Background

The factual and procedural background is more fully described in the Court’s prior order approving Plaintiffs’ motion for preliminary approval of settlement. (Dkt. No. 158.) In sum, the crux of the dispute is whether Defendant unlawfully discriminated against Black employees on the

¹ The motion for appointment of trustee (Dkt. No. 165) is being granted by separate order.

1 basis of race. *See id.* Plaintiffs bring these claims on behalf of

2 All Google employees identified in Google’s records produced to
3 Settlement Class Counsel on November 20, 2024 as Black or Black+
4 who worked in job levels 3, 4, 5 and/or 6 in a job located in California
5 at any time from March 18, 2018 through December 31, 2023, and/or
6 job levels 3, 4, 5, and/or 6 in a job located in New York at any time
7 from October 15, 2017 through December 31, 2023, excluding
8 employees who (a) exclusively held a job that Google’s records
9 identified as being within a Legal job family or subfamily, or (b) are
10 identified in Google’s records as having executed a general release of
11 claims at any time between October 15, 2017 (for New York
12 employees) or March 18, 2018 (for California employees) and the
13 Preliminary Approval Date. A list of the individuals who meet this
14 definition are included in the Settlement Class List. If an individual is
15 not on the Settlement Class List, then that individual is presumed
16 ineligible for an Individual Settlement Payment and will not release
17 any claims as a result of this Settlement Agreement.

18 (Settlement, Decl. of Linda D. Friedman, “Freidman Decl.,” Dkt. No. 164-1 ¶ 27, Ex. A § III.A.)

19 The Settlement Fund will be distributed using an Individual Claims Resolution Process that takes
20 into account Settlement Class Members’ experiences and alleged harms. (Settlement § VIII.)

21 Additionally, the Settlement provides for meaningful non-monetary relief as described in the
22 motion for preliminary approval. (*See* Dkt. No. 158 at 5.)

23 Notwithstanding, each of the three Settlement Class Representatives have pending
24 individual claims not resolved by the Settlement Agreement. (Third Am. Compl., “TAC,” Dkt.
25 No. 93 ¶¶ 144–151, 157–173, 181–189, 196– 204). At the hearing, Plaintiffs’ Counsel informed
26 the Court that Ms. Lewis’s individual claims have been resolved. Ms. Curley and Ms. Mayon’s
27 individual claims remain, which may continue to be litigated or be settled. (*See* Dkt. No. 158 at 5.)

28 Moreover, at the hearing, Plaintiffs informed the Court that Plaintiff Rayna Reid, who does not
meet the settlement class definition, still has individual claims, which may also continue to be
litigated or settled. Given the remaining individual claims, the parties were ordered to file a joint
status report regarding the status of those claims by June 8, 2026. (5/7/26 Minutes, Dkt. No. 170.)

The Settlement creates an individualized process for a fair and equitable allocation of the
Settlement Fund, which requires Settlement Class Members to file a Claim Form and participate in
a nuanced and detailed process through which they will receive an individualized assessment of
their claims, including consideration of post-Google wage loss and any alleged emotional distress.
(Settlement § VIII.D.) Subject to court approval, the Individual Claims Resolution Process will be

1 monitored by an experienced Trustee, Professor Lynn P. Cohn, Co-Director of the Center on
 2 Negotiation, Mediation, and Restorative Justice at the Northwestern Pritzker School of Law.
 3 (Settlement § VIII.C.) Professor Cohn has been appointed in a similar capacity by other courts.
 4 *See, e.g., Jones v. Chopra*, 18- cv-2132 (D.D.C. 2024), ECF. No. 182; *Creighton v. Metropolitan*
 5 *Life Insurance*, 15-cv-08321 (S.D.N.Y. 2017), ECF No. 108; *Slaughter v. Wells Fargo Advisors,*
 6 *LLC*, 13-cv-6368, (N.D. Il. 2017), ECF No. 109; *McReynolds v. Merrill Lynch*, 05-cv-6583 (N.D.
 7 Ill. 2014), ECF Nos. 585-1, 637. Professor Cohn will review and assess the Claim Forms and
 8 make final awards, providing fairness and consistency. (Settlement § VIII.D.3.)

9 In no event will any portion of the Gross Settlement Fund revert to Defendant. (Friedman
 10 Decl. ¶ 54; Settlement § VIII.F.) If, after distribution, there remains a Residual Fund due to
 11 uncashed or undeliverable checks, the Trustee shall redistribute the Residual Fund if it is
 12 financially feasible to do so. *Ids.* If it is not, then any Residual Fund will be treated as unclaimed
 13 property of the corresponding Settlement Class Members. *See ids.*

14 **B. Relevant Procedural Background**

15 On July 16, 2024, Plaintiffs filed the third amended complaint. (Third Am. Compl.,
 16 “TAC,” Dkt. No. 93.) On March 28, 2025, the parties reported that the case had settled, and,
 17 thereafter, consented to magistrate judge jurisdiction. (Dkt. Nos. 129, 131, 132.) On April 24,
 18 2025, the case was reassigned to the undersigned. (Dkt. No. 133.)

19 On December 7, 2025, the Court granted preliminary approval of a class action settlement.
 20 (Dkt. No. 158.) At this same time, the Court approved certification of a provisional Settlement
 21 Class for settlement purposes only, and appointed Plaintiffs Curley, Lewis, and Mayon as
 22 Settlement Class Representatives. *Id.* at 14.

23 On February 10, 2026, Plaintiffs filed an unopposed motion for an award of attorneys’
 24 fees, litigation expenses and service award to the Settlement Class Representative Plaintiffs. (Pl.’s
 25 Fees Mot., Dkt. No. 163.)

26 On April 2, 2026, Plaintiffs filed an unopposed motion for final approval of class action
 27 settlement and an unopposed motion to appoint trustee. (Pl.’s Mot. for Final Approval, “Pl.’s
 28 Mot.,” Dkt. No. 164; Pl.’s Trustee Mot., Dkt. No. 165.) On May 7, 2026, the Court held a

1 hearing, and, thereafter, ordered Plaintiffs to file a supplemental declaration to provide additional
 2 information regarding the estimated cost of the Trustee’s administration of the Individual Claims
 3 Process, because the costs are to be paid out of the Gross Settlement Fund. (Dkt. No. 171.) On
 4 May 8, 2026, Plaintiffs filed the supplemental declaration in support of the motion for final
 5 approval. (Suppl. Decl. of Linda D. Friedman, “Suppl. Friedman Decl.,” Dkt. No. 172.)

6 II. LEGAL STANDARD

7 “The claims, issues, or defenses of a certified class ... may be settled, voluntarily
 8 dismissed, or compromised only with the court's approval.” Fed. R. Civ. P. 23(e). “Adequate
 9 notice is critical to court approval of a class settlement under Rule 23(e).” *Hanlon v. Chrysler*
 10 *Corp.*, 150 F.3d 1011, 1025 (9th Cir. 1998), overruled on other grounds by *Wal-Mart Stores, Inc.*
 11 *v. Dukes*, 564 U.S. 338 (2011). In addition, Rule 23(e) “requires the district court to determine
 12 whether a proposed settlement is fundamentally fair, adequate, and reasonable.” *Id.* at 1026. In
 13 making that determination, the district court must balance several factors:

14 (1) the strength of the plaintiffs' case; (2) the risk, expense, and likely duration of further litigation;
 15 (3) the risk of maintaining class action status throughout the trial; (4) the amount offered in settlement;
 16 (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and views of counsel;
 17 (7) the presence of a governmental participant; and (8) the reaction of the class members to the proposed settlement.

18 *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004) (citing *Hanlon*, 150 F.3d at
 19 1026).

20 Additionally, Rule 23 now requires district courts to consider a similar list of factors,
 21 including the adequacy of representation by class representatives and class counsel, whether the
 22 proposal was negotiated at arm’s length, and the adequacy of the relief and equitable treatment of
 23 class members. Fed. R. Civ. P. 23(e)(2). These factors were “not designed ‘to displace any factor
 24 [developed under existing circuits’ precedent], but rather to focus the court and the lawyers on the
 25 core concerns of procedure and substance that should guide the decision whether to approve the
 26 proposal.” *Hefler v. Wells Fargo & Co.*, No. 16-cv-05479-JST, 2018 WL 6619983, at *4 (N.D.
 27 Cal. Dec. 18, 2018), *aff’d sub nom. Hefler v. Pekoc*, 802 F. App’x 285 (9th Cir. 2020) (quoting
 28 Fed. R. Civ. P. 23(e)(2) advisory committee's note to 2018 amendment).

1 Settlements that occur before formal class certification also “require a higher standard of fairness.”
2 *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 458 (9th Cir. 2000). In reviewing such
3 settlements, in addition to considering the above factors, the court also must ensure that “the
4 settlement is not the product of collusion among the negotiating parties.” *In re Bluetooth Headset*
5 *Prods. Liab. Litig.*, 654 F.3d 935, 946–47 (9th Cir. 2011) (internal quotation marks and citations
6 omitted). Such signs include: (1) counsel receiving a disproportionate distribution of the
7 settlement, or where a class receives no monetary distribution, but class counsel is amply
8 rewarded; (2) where the parties negotiate a “clear sailing” arrangement for the payment of
9 attorney’s fees separate and apart from class funds; and (3) where there is a reversion of fees to the
10 defendant. *Id.* at 947.

11 III. DISCUSSION

12 For the reasons set forth below, the Court will grant Plaintiffs’ motion for final approval.

13 A. Adequacy of the Notice and Administrator’s Costs

14 A “court must direct notice [of a proposed class settlement] in a reasonable manner to all
15 class members who would be bound by the proposal.” Fed. R. Civ. P. 23(e)(1)(B). The parties
16 must provide class members with “the best notice that is practicable under the circumstances,
17 including individual notice to all members who can be identified through reasonable effort.” Fed.
18 R. Civ. P. 23(c)(2)(B). “[T]he class must be notified of a proposed settlement in a manner that
19 does not systematically leave any group without notice.” *Officers for Just. v. Civ. Serv. Comm’n of*
20 *City & Cnty. of S.F.*, 688 F.2d 615, 624 (9th Cir. 1982).

21 The Court approved the parties’ proposed notice plan when it granted preliminary
22 approval. (Dkt. No. 158.) Under the approved notice plan, Plaintiffs retained Atticus
23 Administration, LLC as the settlement administrator. *Id.* at 10. Atticus provided notice to the
24 members of the class in the form that the Court approved previously.

25 Google provided Atticus with a list of 3,715 Google employees who satisfy the settlement
26 class definition. (Decl. of Bryn Bridley, “Bridley Decl.,” Dkt. No. 164-3 ¶ 4.) Ultimately,
27 Atticus’s efforts resulted in 3,662 notices being sent to class members via U.S. Mail. (Bridley
28 Decl. ¶ 9.) 3,620 notices sent via email were successfully delivered, and, of those, 3,073 were

1 opened. (Bridley Decl. ¶ 11.) Five email recipients unsubscribed. *Id.* After skip tracing, 3,714
 2 class members received the notice by at least one of the two dissemination methods, such that only
 3 one class member did not receive the notice of settlement. (Bridley Decl. ¶ 12.) As of the date of
 4 filing, the settlement website had received 1,684 visits and remains accessible to class members.
 5 (Bridley Decl. ¶ 14.) It will remain operational until at least 30 days after the Claims
 6 Administrator duties are complete. *Id.* While no objections were received by Atticus or filed with
 7 the Court, there were 31 opt-out requests, 27 of which were valid. (Bridley Decl. ¶ 15-16.) At the
 8 hearing, Counsel reported that two more opt-outs had been cured, bringing the total number of
 9 opt-outs to 29. Class members who submitted timely and valid opt-out statements had until May
 10 6, 2026 to rescind the opt-out statement. (Bridley Decl. ¶ 17.) As of the date of filing, no
 11 rescission requests had been received, and, at the hearing, Counsel confirmed that no rescission
 12 requests were filed by the May 6, 2026 deadline. *Id.*

13 In light of the above procedures, which adhere to the previously approved notice plan, the
 14 Court finds that the parties have sufficiently provided notice to the settlement class members. *See*
 15 *Perkins v. LinkedIn Corp.*, No. 13-cv-04303-LHK, 2016 WL 613255, at *7 (N.D. Cal. Feb. 16,
 16 2016) (finding class notice adequate where the approved notice was sent in accordance with the
 17 approved notice plan, which was “consistent with the requirements of Rule 23 and due process.”).

18 In making the motion, Plaintiffs estimated that Atticus’s costs would not exceed \$39,800.
 19 (Decl. of Linda D. Friedman, “Friedman Decl.,” Dkt. No. 164-1 ¶ 53; Bridley Decl. ¶ 19.) At the
 20 hearing, Plaintiffs requested that Atticus settlement administration costs be approved in an amount
 21 not to exceed \$40,000. Thus, the Court approves Atticus’s costs in an amount not to exceed
 22 \$40,000, which shall be paid out of the Gross Settlement Fund.

23 **B. Approval of Settlement**

24 **i. Churchill and Bluetooth Factors favor Final Approval**

25 The Court finds that the *Churchill* factors support final approval of the Settlement.

26 First, Plaintiffs’ case presented several risks. For example, Plaintiffs ran the risk of not
 27 certifying the class for the claims alleged, as well as the risks inherent in dispositive motion
 28 practice, trial, and possibly appeal. (Pls.’ Mot. at 17.) Thus, the Court finds that the first *Churchill*

1 factor favors final approval.

2 Second, in the absence of settlement, this case would likely be subject to significant further
3 litigation. Plaintiffs would still have to seek class certification, and disputes exist as to whether
4 certification is appropriate because the putative class covers multiple job titles and locations and,
5 according to Google, the employment actions at issue are the product of individual supervisors
6 exercising their authority, rather than a companywide policy. (Pls.’ Mot. at 17.) The Court
7 concludes that the second *Churchill* factor favors final approval.

8 Third, Plaintiffs faced a risk that they would not be able to obtain and maintain class
9 certification. (Pls.’ Mot. at 18.) This factor favors final approval.

10 Fourth, the amount offered by the Settlement is acceptable, as the Gross Settlement
11 Amount is \$50,000,000. (Pls.’ Mot. at 12.) After consulting with a damages expert, Plaintiffs
12 estimate that the wage differential was approximately \$48,000,000, and that the highest possible
13 wage loss estimate after leveling was approximately \$215,000,000. (Pls.’ Mot. at 13.) Google,
14 however, disputes this methodology. *Id.* Accordingly, even considering the highest estimate of
15 \$215,000,000, the Settlement represents a recovery of approximately 23.2%, and more than 100%
16 of the approximate wage difference without leveling. *See id.* As a result, the Court finds that the
17 recovery is fair and reasonable, and that this factor favors final approval.

18 Fifth, it appears Plaintiffs have engaged in sufficient investigation in this case. Class
19 Counsel engaged in motion practice, analyzed the legal positions taken by Defendants, exchanged
20 information through discovery, and performed a thorough damages analysis. (Friedman Decl. ¶¶
21 17, 19, 21.) The Court concludes that the discovery conducted was adequate to allow the parties
22 to make a fully informed decision on settlement. Thus, this factor favors final approval.

23 Sixth, Class Counsel attests that the settlement is fair and reasonable. (Friedman Decl. ¶
24 44; Decl. of Benjamin L. Crump, “Crump Decl.,” Dkt. No. 164-2 ¶¶ 47-49.) Class Counsel is
25 experienced in this area, as the primary attorneys in this case have significant experience in
26 securities litigation. (Friedman Decl. ¶¶ 6-9; Crump Decl. ¶¶ 15-20.) Class Counsel’s experience
27 and support for the Settlement favors final approval.

28 Finally, the reaction of the class members to the proposed settlement has been positive.

1 Per the settlement administrator, 3,714 of the 3,715 class members received a notice either by U.S.
2 Mail, email, or both. (Bridley Decl. ¶ 12.) As of April 2, 2026, neither Atticus nor the Court had
3 received any objections, and Atticus had only received 27 valid requests for exclusion. (Bridley
4 Decl. ¶¶ 15-16; Opt-out list, Friedman Decl. ¶ 64, Ex. B.) As there has only been 27 valid opt-
5 outs out of 3,714 notices, and no individuals have objected to the Settlement terms, this last
6 *Churchill* factor favors final approval.

7 Overall, the *Churchill* factors favor approval of the settlement. Additionally, the Court
8 finds that the *Bluetooth* factors are satisfied, such that there is no evidence of collusion.
9 Specifically, Class Counsel is not receiving a disproportionate distribution of the settlement, there
10 is no “clear sailing” arrangement, and none of the Settlement Amount reverts back to Defendant.

11 Thus, having reviewed both the *Churchill* and *Bluetooth* factors, the Court finds that the
12 Settlement is fair, adequate, and reasonable.

13 **ii. Allocation Plan and Settlement Administration**

14 Next, the Court finds that the proposed allocation plan and settlement administration is fair
15 and reasonable. (*See* Pls.’ Mot. at 7.) The Settlement creates an individualized process for a fair
16 and equitable allocation of the Settlement Fund. The Individual Claims Resolution Process
17 provides Settlement Class Members a meaningful opportunity to have their claims individually
18 assessed. *Id.* Unlike typical plans computed by formula, the Settlement Class Members can file a
19 Claim Form and participate in a nuanced and detailed process through which they will receive an
20 individualized assessment of their claims, including consideration of post-Google wage loss and
21 any alleged emotional distress. *Id.* (citing Settlement § VIII.D.) In this way, each Settlement Class
22 Members’ Individual Settlement Payments will be directly tied to the damages they would allege
23 from the claims they are releasing, which may extend beyond strict wage loss and encompass all
24 forms of alleged employment-based race discrimination, the harms of which cannot be measured
25 by time-in-job. (Friedman Decl. ¶ 47.)

26 The Individual Claims Resolution Process will be monitored by Professor Lynn P. Cohn,
27 Co-Director of the Center on Negotiation, Mediation, and Restorative Justice at the Northwestern
28 Pritzker School of Law, who has been appointed in a similar capacity by other courts. *See, e.g.,*

1 *Jones v. Chopra*, 18-cv-2132 (D.D.C. 2024), ECF No. 182; *Creighton v. Metropolitan Life*
2 *Insurance*, 15-cv-08321 (S.D.N.Y. 2017), ECF No. 108; *Slaughter v. Wells Fargo Advisors, LLC*,
3 13-cv-6368, (N.D. Ill. 2017), ECF No. 109, *McReynolds v. Merrill Lynch*, 05-cv-6583 (N.D. Ill.
4 2014), ECF Nos. 585-1, 637. As more fully described in Plaintiffs’ motion for appointment, as
5 Trustee, Professor Cohn will review and assess the Claim Forms and make final awards, providing
6 fairness and consistency. (*See* Dkt. No. 165; *see also* Settlement § VIII.D.3.) Settlement Class
7 Counsel will also assist and provide support for Settlement Class Members throughout the
8 Individual Claims Resolution Process by answering questions, advising them of their rights and
9 options, and helping them complete and submit Claim Forms. (*Id.* § VIII.D.6.) In no event will
10 any portion of the Gross Settlement Fund revert to Defendant. (*Id.* § VIII.F.)

11 The Individual Claims Resolution Process is extensive. Professor Cohn’s fee schedule
12 provides for a special master fee of \$950 per hour for Professor Cohn, and additional neutral fees
13 for training and payment per 100 claims assigned. (Trustee Fee Schedule, Suppl. Friedman Decl. ¶
14 3, Ex. 1 at 1.) The training cost is \$20,000 per neutral for up to five days of training, and the
15 number of neutrals depends on the number of claims filed, but it shall not exceed 12 neutrals. *Id.*
16 Neutrals are then paid \$45,000 per hundred claims assigned with a maximum of 250, if possible,
17 from a common group. *Id.* Based on the fee schedule, Plaintiffs estimate that the maximum cost
18 for the neutral work—should 100% of the remaining 3,686 class members eligible to file claim
19 forms do so—is \$1,978,700. (Suppl. Friedman Decl. ¶ 5.) At the hearing, Plaintiffs indicated that
20 they expected a 50-75% participation rate based on prior settlements using similar claims
21 resolution processes. 75% participation (or 2,765 claims) would cost approximately \$1,464,250,
22 and 50% participation (1,843 claims) would cost approximately \$989,350. (Suppl. Friedman Decl.
23 ¶ 5.) These estimated costs do not include Professor Cohn’s hourly fee of \$950. (Suppl. Friedman
24 Decl. ¶ 6.) As a result, Plaintiffs request that the Court approve Trustee administration costs in an
25 amount not to exceed \$2,000,000. (Suppl. Friedman Decl. ¶ 7.)

26 As drafted, the Individual Claims Resolution Process is a fair and reasonable method for
27 allocating the proceeds of the Settlement among eligible claimants and treats all Class Members
28 equitably, as required by Rule 23(e)(2)(D). The standard for approval of a plan of allocation in a

1 class action under Federal Rule of Civil Procedure 23 is the same as the standard applicable to the
 2 settlement as a whole—the plan must be fair, reasonable, and adequate. *See Class Plaintiffs v. City*
 3 *of Seattle*, 955 F.2d 1268, 1284-85 (9th Cir. 1992).

4 Accordingly, the Court finds that the Allocation Plan and Individual Claims Resolution
 5 Process is fair, reasonable, and adequate under Rule 23, and approves Trustee administration costs
 6 in an amount not to exceed \$2,000,000.

7 **C. Attorneys’ Fees and Costs**

8 **i. Requested Fee Award**

9 “[T]he court may award reasonable attorney’s fees and nontaxable costs that are authorized
 10 by law or by the parties’ agreement.” Fed. R. Civ. P. 23(h). The Ninth Circuit has found,
 11 however, that courts still “have an independent obligation to ensure that the award, like the
 12 settlement itself, is reasonable, even if the parties have already agreed to an amount.” *In re*
 13 *Bluetooth*, 654 F.3d at 941. Where a settlement, such as this one, “produces a common fund for
 14 the benefit of the entire class, courts have discretion to employ either the lodestar method or the
 15 percentage-of-recovery method.” *Id.* at 942. Under the percentage method, “courts typically
 16 calculate 25% of the fund as the ‘benchmark’ for a reasonable fee award” *Id.* Courts may
 17 diverge from the benchmark based on factors that include “the results obtained, risk undertaken by
 18 counsel, complexity of the issues, length of the professional relationship, the market rate, and
 19 awards in similar cases.” *Morales v. Stevco, Inc.*, No. CIV-F-09-0704-AWI-JLT, 2013 WL
 20 1222058, at *2 (E.D. Cal. Mar. 25, 2013); *Morris v. Lifescan, Inc.*, 54 F. App’x 663, 664 (9th Cir.
 21 2003) (affirming 33% fee award); *In re Pac. Enter. Secs. Litig.*, 47 F.3d 373, 379 (9th Cir. 1995).

22 Here, Class Counsel seeks a benchmark award of 25% of the common fund, or
 23 \$12,500,000. (Pls.’ Fees Mot. at 15-16.) If the court applies the percentage method, then it
 24 typically calculates the lodestar as a “crosscheck to assess the reasonableness of the percentage
 25 award.” *See, e.g., Weeks v. Kellogg Co.*, No. CV-09-8102-MMM-RZx, 2013 WL 6531177, at *25
 26 (C.D. Cal. Nov. 23, 2013); *see also Serrano v. Priest*, 20 Cal. 3d 25, 48–49 (1977); *Fed-Mart*
 27 *Corp. v. Pell Enters., Inc.*, 111 Cal. App. 3d 215, 226–27 (1980). “The lodestar . . . is produced by
 28 multiplying the number of hours reasonably expended by counsel by a reasonable hourly rate.”

1 *Lealao v. Beneficial Cal., Inc.*, 82 Cal. App. 4th 19, 26 (2000). Once the court has fixed the
 2 lodestar, it may increase or decrease that amount by applying a positive or negative “multiplier to
 3 take into account a variety of other factors, including the quality of the representation, the novelty
 4 and complexity of the issues, the results obtained, and the contingent risk presented.” *Id.*; accord
 5 *Laffitte v. Robart Half Internet, Inc.*, 1 Cal. 5th 480, 503–06 (2016) (under California law, “the
 6 percentage method to calculate [attorney’s] fees in a common fund case” is appropriate and the
 7 trial court has “discretion to conduct a lodestar cross-check on a percentage fee”).

8 As to the lodestar cross-check, Counsel’s current lodestar is \$5,463,375.50, although that
 9 number does not take into account significant future work, including overseeing the Individual
 10 Claims Resolution Process, running training for the Trustee and Neutrals, and assisting Settlement
 11 Class Members with Claim Forms. (Decl. of Linda D. Friedman ISO of Pls.’ Fees Mot.,
 12 “Friedman Fees Decl.,” Dkt. No. 163-1 ¶¶ 71-72; Decl. of Benjamin C. Crump ISO Pls.’ Fees
 13 Mot., “Crump Fees Decl.,” Dkt. No. 163-2 ¶ 46.) The Court finds that the billing rates are normal
 14 and customary (and thus reasonable) for lawyers of comparable experience doing similar work.²
 15 *Cuviello v. Feld Entm’t, Inc.*, No. 13-cv-04951-BLF, 2015 WL 154197, at *2–3 (N.D. Cal. Jan.
 16 12, 2015) (“court has broad discretion in setting the reasonable hourly rates used in the lodestar
 17 calculation”); *Ketchum v. Moses*, 24 Cal. 4th 1122, 1132 (2001) (court can rely on its own
 18 experience); accord *Open Source Sec. v. Perens*, 803 F. App’x 73, 77 (9th Cir. 2020).

19 Based on counsel’s submissions, the fee award is appropriate as a percentage of the
 20 common fund and is supported by a lodestar cross-check, given the results obtained, the case
 21 itself, the lack of objections to the settlement, and counsel’s litigating the case on a contingency
 22 basis. *Cf. e.g., Bellinghausen*, 306 F.R.D. at 259–65 (N.D. Cal. Mar. 20, 2015) (approving
 23 attorney’s fees equal to the benchmark 25 percent of the common fund); *Burden v. SelectQuote*
 24 *Ins. Servs.*, No. C 10-5966-LB, 2013 WL 3988771, at *4–5 (N.D. Cal. Aug. 2, 2013) (awarding 33
 25 percent of the settlement fund as attorney’s fees “given the extensive litigation in the case[,] [] the
 26 successful results achieved[,]” and the contingency risk); *Villalpando v. Excel Direct Inc.*, Nos.

27
 28 ² *See ids.*

1 12-cv-04137-JCS, 13-cv-03091-JCS, 2016 WL 7740854, at *2 (N.D. Cal. Dec. 12, 2016)
 2 (awarded one-third of the settlement fund as reasonable attorney’s fees because of “the contingent
 3 risk, [c]ounsel’s documented lodestar, the complex and protracted nature of the case, and strong
 4 result for the case”).

5 Thus, applying the percentage method, as cross-checked by the lodestar method, the Court
 6 finds that the attorneys’ fees sought by Class Counsel are reasonable. The Court, therefore,
 7 GRANTS Plaintiffs’ request for an award of attorneys’ fees in the amount of \$12,500,000.

8 **ii. Costs**

9 Plaintiffs seek \$183,346.17 in costs to be paid from the Gross Settlement Fund. (Pls.’ Fees
 10 Mot. at 23; Decl. of George S. Robot, “Robot Decl.,” Dkt. No. 163-6 ¶ 3; Crump Fees Decl.,
 11 ¶ 47.) The Court notes that not all of the costs incurred are being billed to the class. (*See* Robot
 12 Decl. ¶ 3.) The costs billed include expert fees, mediation fees, travel, filing fees, and court
 13 reporter fees. (Crump Fees Decl. ¶ 48.) Defendant does not oppose Class Counsel’s request. The
 14 Court finds that the costs requested were reasonably incurred, and GRANTS Plaintiffs’ request for
 15 reimbursement of costs in the amount of \$183,346.17.

16 **D. Settlement Class Representative Plaintiffs’ Request for Service Award**

17 Finally, Plaintiffs move for an incentive award and general release payment in the amount
 18 of \$50,000. (Pls.’ Fee Mot. at 6.) “Incentive awards are fairly typical in class action cases.”
 19 *Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 958 (9th Cir. 2009). The decision to approve such an
 20 award is a matter within the Court’s discretion. *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454,
 21 463 (9th Cir. 2000). An incentive award is designed to “compensate class representatives for
 22 work done on behalf of the class, to make up for financial or reputational risk undertaken in
 23 bringing the action, and, sometimes, to recognize their willingness to act as a private attorney
 24 general.” *Rodriguez*, 563 F.3d at 958-59. “[D]istrict courts must be vigilant in scrutinizing all
 25 incentive awards to determine whether they destroy the adequacy of the class representatives. ...
 26 [C]oncerns over potential conflicts may be especially pressing where, ... the proposed service fees
 27 greatly exceed the payments to absent class members.” *Radcliffe v. Experian Info. Sols., Inc.*, 715
 28 F.3d 1157, 1165 (9th Cir. 2013) (internal citation and quotation marks omitted).

1 Courts have recognized that named plaintiffs in employment discrimination class actions
 2 bear a “real and substantial” fear and risk of retaliation. *Pan v. Qualcomm Inc.*, No. 16-cv-01885,
 3 2017 WL 3252212, at *143 (S.D. Cal. July 31, 2017) (awarding \$50,000 to each of the seven class
 4 representatives in race and gender discrimination action). To compensate for these risks, service
 5 awards in employment discrimination cases tend to be higher than in other types of class actions.
 6 *See, e.g.*, Theodore Eisenberg & Geoffrey P. Miller, *Incentive Awards to Class Action Plaintiffs:*
 7 *An Empirical Study*, 53 UCLA L. REV. 1303, 1307–08, 1333, 1339 (2006) (analyzing reported
 8 class actions from 1993–2002 and finding a \$69,850.20 mean incentive award in employment
 9 discrimination cases, over \$40,000 higher than the mean of the next highest category, and positing
 10 that “employment discrimination case class representatives bear unusually high costs” and that
 11 courts recognize the “risks of stigmatization or retaliation on the job”).

12 Here, Plaintiffs Curley, Lewis, and Mayon spent significant amounts of time overseeing
 13 this case, talking to class members, working with counsel, and participating in protracted
 14 negotiations at great personal and professional cost. (Decl. of April Curley, Dkt. No. 163-3 ¶¶ 6-
 15 16; Decl. of Ronika Lewis, Dkt. No. 163-4 ¶¶ 6-17; Decl. of Desiree Mayon, Dkt. No. 163-5 ¶¶ 6-
 16 15.) Thus, the Court finds these Service Awards reasonable considering the burden undertaken by
 17 Plaintiffs in this action and for their time and effort in prosecuting this matter on behalf of the
 18 Settlement Class.

19 IV. CONCLUSION

20 For the reasons set forth above, Plaintiffs’ motion for final approval of the class action
 21 settlement is GRANTED, and the Court (1) certifies the class for settlement purposes only; (2)
 22 approves the settlement agreement and authorizes the distribution of funds as set forth in the Plan
 23 of Allocation; (3) confirms the appointment of Plaintiffs Curley, Lewis, and Mayon as Settlement
 24 Class Representatives, Stowell & Friedman, Ltd., Ben Crump Law, PLLC, and San Law, APC as
 25 Settlement Class Counsel, and Atticus Administration, LLC as Claims Administrator; (4) appoints
 26 Lynn Cohn as Trustee, as set forth in a separate order, and approves the Trustee’s administration
 27 costs in an amount not to exceed \$2,000,000; (5) approves \$12,500,000 in attorneys’ fees and
 28 \$183,346.17 in costs, to Settlement Class Counsel; (6) approves Atticus Administration’s

1 settlement administration costs in an amount not to exceed \$40,000; (7) approves \$50,000 each to
2 Plaintiffs Curley, Lewis, and Mayon as incentive awards; and (8) approves the Individual Claims
3 Resolution Process set forth in the Settlement Agreement orders the parties, Atticus
4 Administration, and Trustee Cohn to carry out all of their respective obligations as set forth in the
5 Settlement Agreement. All of these approved awards and costs are to be paid out of the Gross
6 Settlement Fund.

7 Neither the Settlement Agreement, nor any ancillary documents, actions, statements, or
8 filings in furtherance of settlement will be admissible or offered into evidence in this Action or
9 other action as: establishing, supporting, or defending against any claims that were raised or could
10 have been raised in this Action or are similar to such claims; an admission of any liability or
11 wrongdoing on the part of Google; or an admission that a class should be certified for any purpose
12 other than settlement.

13 Other than such proceedings as may be necessary to carry out the terms and conditions of
14 the Settlement Agreement, all proceedings in the Action related to the Settlement Class Claims are
15 hereby dismissed with prejudice.

16 Additionally, the Court retains jurisdiction over this Action to consider all further matters
17 arising out of or connected with the Settlement, including enforcement of the Release provided for
18 in the Settlement Agreement.

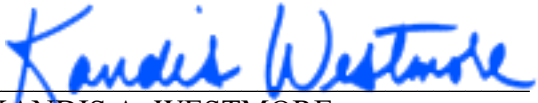
19 Finally, in accordance with the Northern District's Procedural Guidance for Class Action
20 Settlements, within 21 days after all funds have been paid to class members, the parties shall file a
21 Post-Distribution Accounting (and post it on the settlement website), which provides the total
22 settlement fund, the total number of class members, the total number of class members to whom
23 notice was sent and not returned as undeliverable, the number and percentage of claim forms
24 submitted, the number and percentage of opt-outs, the number and percentage of objections, the
25 average, median, maximum, and minimum recovery per claimant, the method(s) of notice and the
26 method(s) of payment to class members, the number and value of checks not cashed, the
27 administrative costs, the attorneys' fees and costs, the attorneys' fees in terms of percentage of the
28 settlement fund, plaintiffs' counsel's updated lodestar total, and the lodestar multiplier. If the

1 parties believe that a compliance hearing is necessary, they may file a stipulation or administrative
2 motion requesting that one be set on the Court's regular law and motion calendar.

3 The case shall remain open until the remaining individual claims are resolved.

4 IT IS SO ORDERED.

5 Dated: May 14, 2026


KANDIS A. WESTMORE
United States Magistrate Judge

United States District Court
Northern District of California

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