

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

RENE CABRERA and RM CABRERA
COMPANY, INC., Individually and On Behalf
of All Others Similarly Situated,
Plaintiff,

v.
GOOGLE LLC,
Defendant.

Case No. 5:11-cv-1263-EJD

**NOTICE OF (I) PROPOSED SETTLEMENT; (II) FINAL FAIRNESS HEARING; AND
(III) MOTION FOR ATTORNEYS' FEES AND LITIGATION EXPENSES**

TO: All persons and entities located in the United States who, between January 1, 2004 and March 22, 2011, advertised through Google's AdWords Program and paid for clicks on their Google AdWords advertisement(s), where such clicks did not originate from the location selected by the advertiser ("Location Targeting Class")

- and -

TO: All persons and entities located in the United States who, between June 1, 2009 and December 13, 2012, advertised through Google's AdWords Program and paid for clicks on ads on Google's Display Network where the advertiser's settings allowed its ads to show on both the Search and Display Networks and did not set a Display Network bid differed from the Search Network bid ("Search Bundled Clicks Class")¹

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

This Notice has been issued pursuant to Federal Rule of Civil Procedure 23 and an Order of the United States District Court for the Northern District of California ("Court") to advise potential Class Members that a proposed settlement has been reached in the above-captioned class action ("Action").² Rene Cabrera and RM Cabrera Company, Inc. (together, "Plaintiffs") and Google LLC ("Google" or "Defendant") have agreed to resolve the Action for a **\$100,000,000** cash payment ("Settlement"). If approved by the Court, the Settlement will resolve all claims in the Action, including the claims of *both* Classes. A brief history of the Action and the claims being released by the Settlement are detailed in ¶¶ 3-14 and ¶¶ 21-31 below.

¹ Together, the Location Targeting Class and the Search Bundled Clicks Class are sometimes referred to herein as the "Classes" or the "Class" and members of the Location Targeting Class and the Search Bundled Clicks Class referred to as "Class Members."

² All capitalized terms not defined in this Notice have the meanings provided in the Class Action Settlement and Release Agreement, filed with the Court on March 27, 2025 ("Settlement Agreement"). The Settlement Agreement can be viewed at www.AdWordsClicksClassAction.com.

PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of a payment from the Settlement. If you are a member of one or both Classes, your legal rights will be affected whether or not you act.

- **Statement of the Classes' Recovery:** Subject to Court approval, Plaintiffs, on behalf of the Classes, have agreed to settle the Action in exchange for a cash payment of \$100,000,000 ("Settlement Amount") to be deposited into an escrow account. The Net Settlement Fund (as defined below at ¶ 34) will be distributed to Participating Class Members (i.e., Class Members that: (i) are eligible to receive a payment under the Settlement based on an assessment by Plaintiffs' experts of data produced by Google in the Action, (ii) have submitted a completed Payment Form, and (iii) have not requested exclusion from the Class(es)). Payments to Participating Class Members will be made in accordance with the proposed Allocation Methodology set forth below, or another allocation method ordered by the Court.
- **Reasons for the Settlement:** This Action has been ongoing for more than 13 years and at the time of settlement, a trial of the Action was scheduled for February 2025. For Plaintiffs, the principal reason for the Settlement is the guaranteed cash benefit for the Classes without the risk, delays, and costs of further litigation, including trial and potential appeals. Moreover, the cash benefit provided under the Settlement must be considered against the risk that a smaller recovery – or indeed no recovery at all – might be achieved after trial. For Google, who denies all allegations of wrongdoing or liability whatsoever and denies that Class Members were damaged, the principal reasons for entering into the Settlement are to end the burden, expense, uncertainty, risk, and distraction of further litigation. The Settlement is not an admission of wrongdoing by Google.
- **Attorneys' Fees and Expenses Sought:** Court-appointed Class Counsel, Kessler Topaz Meltzer & Check, LLP and Nix Patterson, LLP, have prosecuted this Action on a wholly contingent basis and have not received any attorneys' fees (or reimbursement/payment of expenses) for their representation of the Classes. For their efforts, Class Counsel will apply to the Court for attorneys' fees in an amount not to exceed 33% of the Settlement Fund. Class Counsel will also apply for reimbursement/payment of Litigation Expenses incurred in connection with the institution, prosecution, and resolution of the Action, in an amount not to exceed \$4.2 million. In connection with Class Counsel's request for attorneys' fees and Litigation Expenses, Plaintiffs are requesting a Service Award in a total amount not to exceed \$20,000.³
- **Identification of Attorneys' Representatives:** Plaintiffs and the Classes are represented by Joseph H. Meltzer, Esq. and Matthew L. Mustokoff, Esq. of Kessler Topaz Meltzer & Check, LLP, 280 King of Prussia Road, Radnor, PA 19087, 1-610-667-7706, info@ktmc.com, and Drew G. Pate, Esq. and Brad E. Beckworth, Esq. of Nix Patterson, LLP, 8701 Bee Cave Road, Building 1, Suite 500, Austin, TX 78746, 1-512-328-5333, info@nixlaw.com. Further information regarding the Action, the Settlement, and this Notice also may be obtained by contacting the Settlement Administrator, Angeion Group, LLC ("Angeion") at: *AdWords Clicks Class Action*, c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, 1-833-355-0988, info@AdWordsClicksClassAction.com.

³ The Notice and Administrative Costs, which shall be paid from the Settlement Fund, are estimated to be approximately \$897,972.00. This is only an estimate, however, as the administration has not fully commenced as of the date of this Notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
COMPLETE AND SUBMIT A PAYMENT FORM BY JULY 20, 2025.	<p>You must submit a completed Payment Form by July 20, 2025 to be eligible to receive a payment from the Settlement.</p> <p>Additionally, to receive a payment, the Allocation Methodology proposed below must reflect that you are entitled to a payment of at least \$1.00. The proposed Allocation Method set forth below describes how the Settlement proceeds will be allocated to Participating Class Members.</p>
ASK TO BE EXCLUDED FROM THE CLASS(ES) BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION BY JULY 20, 2025.	<p>If you decide to exclude yourself, you will not receive a Settlement Payment. This is the <i>only</i> option that may allow you to ever bring or be part of any <i>other</i> lawsuit against Google or the other Releasees about the claims being released by the Settlement.</p> <p><u>Please Note:</u> If you previously requested exclusion from the Class(es) and wish to opt back into the Class(es) to be eligible to receive a Settlement Payment, please follow the instructions at ¶ 45 below.</p>
OPT BACK INTO THE CLASS(ES) IF YOU PREVIOUSLY EXCLUDED YOURSELF FROM THE CLASS(ES) PURSUANT TO CLASS NOTICE BY SUBMITTING A WRITTEN REQUEST TO OPT BACK INTO THE CLASS(ES) BY JULY 20, 2025.	<p>If you previously submitted a request for exclusion from the Class(es) pursuant to Class Notice and now want to be eligible to receive a Settlement Payment, you must follow the steps for “Opting Back Into the Class(es)” as set forth in ¶¶ 44-45 below. If you previously submitted a request for exclusion from the Class(es) pursuant to Class Notice and wish to remain excluded from the Class(es), no further action is necessary.</p>
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION TO THE COURT BY JULY 20, 2025.	<p>If you are a Class Member, you may write to the Court about why you do not like the Settlement, the Allocation Methodology, and/or Class Counsel’s request for attorneys’ fees and Litigation Expenses.</p>
PARTICIPATE IN THE HEARING ON AUGUST 21, 2025 AT 9:00 A.M.	<p>If you submit an objection, you may ask to speak in Court at the Final Fairness Hearing, at the discretion of the Court, about the Settlement, the Allocation Methodology, and/or Class Counsel’s request for attorneys’ fees and Litigation Expenses.</p>

DO NOTHING.	Get no payment from the Settlement. You will, however, remain a member of the Class(es), which means that you give up any rights you may have to sue about the claims that are being released by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action.
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These rights and options – and the deadlines to exercise them – are further explained in this Notice. **Please Note:** The date and time of the Final Fairness Hearing – currently scheduled for August 21, 2025 at 9:00 a.m. – is subject to change without further written notice to the Classes. It is also within the Court’s discretion to hold the hearing by video or telephonic conference. If you plan to attend the hearing, you should check the website, www.AdWordsClicksClassAction.com, the Court’s PACER site (*see* ¶ 55 below), or with Class Counsel to confirm no change to the date and/or time of the hearing has been made.

YOU ARE ENCOURAGED TO MONITOR THE WEBSITE FOR IMPORTANT UPDATES REGARDING THE SETTLEMENT.

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WHAT IS THE PURPOSE OF THIS NOTICE?

1. A federal Court authorized this Notice because you have a right to know about the proposed Settlement of this Action and all of your options before the Court decides whether to approve the Settlement. This Notice explains the Action, the Settlement, your legal rights, what benefits are available, and who can get them.

2. Judge Edward J. Davila of the United States District Court for the Northern District of California is currently overseeing this case and will decide whether to grant final approval to the Settlement. The case is known as *Rene Cabrera, et al. v. Google LLC*, Case No. 11-cv-1263-EDJ (N.D. Cal.) and was formerly captioned as *Rick Woods v. Google LLC*. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action. If the Court approves the Settlement and the Allocation Methodology (or some other allocation method), the Settlement Administrator will issue payments to Participating Class Members after any objections and appeals are resolved.

WHAT IS THIS CASE ABOUT?

3. This lawsuit involves a dispute between Google and U.S.-based advertisers who used Google's AdWords program between January 1, 2004 and December 13, 2012. With respect to the Location Targeting Class, Plaintiffs alleged that Google misled advertisers that Google would limit the distribution of ads to users located in the advertisers' designated locations in violation of the California Unfair Competition Law. The lawsuit alleged that Google distributed ads outside these selected locations and charged for clicks on those ads. With respect to the Search Bundled Clicks Class, Plaintiffs alleged that Google breached its contract with advertisers participating in the AdWords program by manipulating the Smart Pricing formula, resulting in Search Bundled Clicks Class members receiving less than their bargained-for discounts. The Action alleged that Google used an artificially inflated Smart Pricing score resulting in an artificially reduced discount. Google denies all of the allegations of wrongdoing asserted in the Action and denies any liability whatsoever to the Classes.

4. This Action was initiated on March 15, 2011 with the filing of the initial complaint by former plaintiff Rick Woods ("Woods") on behalf of a putative class of Google advertisers.

5. Extensive motion practice and discovery proceeded with the parties arriving at the class certification stage in 2018. The Court denied class certification at that time.

6. Thereafter, Plaintiff Rene Cabrera ("Cabrera") joined the suit and filed a renewed motion for class certification on November 18, 2018. Google opposed Cabrera's renewed motion on November 30, 2018 and filed multiple motions under *Daubert* related to Plaintiff's experts at the class certification stage, as well as a motion to dismiss.

7. The Court granted Google's motion to dismiss Cabrera for lack of standing. Subsequently, Woods settled his individual claims and Cabrera appealed the dismissal of his claims. The U.S. Court of Appeals for the Ninth Circuit reversed the dismissal and remanded for further proceedings.

8. In 2021, Plaintiff Cabrera was joined by RM Cabrera Company, Inc. ("RMC"), his company, as a named Plaintiff, and the Court ordered a supplemental round of briefing related to class certification. On June 17, 2021, Plaintiffs filed the operative Fifth Amended Class Action

Complaint. Google filed a supplemental brief in opposition to class certification on January 31, 2022 and a motion for summary judgment on March 14, 2022.

9. Pursuant to an Order dated August 15, 2023, the Court certified the Classes and denied Google’s motion for summary judgment.

10. Thereafter, the Court appointed Angeion as administrator to facilitate notice of the pendency of the Action to the Classes (“Class Notice”). The Class Notice provided Class Members with the opportunity to request exclusion from the Class(es), explained that right, and set forth the procedures for doing so. There were 41 requests for exclusion from the Location Targeting Class and 32 requests for exclusion from the Search Bundled Clicks Class.

11. During this same time, the Parties prepared the claims for a February 2025 trial.

12. The Parties mediated this case several times over the years (in April 2014, January 2015, February 2018, and April 2021), with multiple mediators, and ultimately participated in two settlement conferences with the Honorable Virginia K. DeMarchi (in May 2024 and December 2024). The Parties reached an agreement-in-principle to resolve the Action on December 24, 2024 following a double-blind mediator’s proposal issued by Judge DeMarchi. Thereafter, the Parties notified the Court that they had reached an agreement-in-principle to settle the Action.

13. After negotiations regarding the specific terms of their agreement, the Parties entered into the Settlement Agreement on March 27, 2025.

14. On April 16, 2025, the Court preliminarily approved the Settlement, authorized notice of the Settlement to be provided to the Classes, and scheduled the Final Fairness Hearing to consider whether to grant final approval of the Settlement.

WHY IS THIS CASE A CLASS ACTION?

15. In a class action, one or more persons or entities (in this case, Plaintiffs) sue on behalf of persons and entities that have similar claims. Together, these persons and entities are a “class,” and each is a “class member.” Bringing a case, such as this one, as a class action allows the adjudication of many individuals’ similar claims that might be too small to bring economically as separate actions. One court resolves the issues for all class members at the same time, except for those who exclude themselves, or “opt out,” from the class.

WHY IS THERE A SETTLEMENT?

16. The Settlement is the result of more than 13 years of hard-fought litigation and extensive, arm’s-length negotiations by the Parties and was reached just before trial. Plaintiffs believe that the claims asserted against Google have merit; however, they recognized the substantial risks they faced in successfully obtaining a favorable verdict for the Classes at trial and through the likely appeals that would follow.

17. In light of these risks, the Settlement Amount, and the near-term recovery to the Classes, Plaintiffs and Class Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Classes. Plaintiffs and Class Counsel believe that the Settlement provides a favorable result for the Classes, namely \$100,000,000 in cash (less the various deductions described in this Notice), as compared to the risk that the claims in the Action would produce a smaller, or no, recovery after trial, and appeals, possibly years in the future.

18. Google has denied the claims asserted against it in the Action and denies having engaged in any wrongdoing or violation of law of any kind whatsoever. Google has agreed to the Settlement to eliminate the burden and expense of continued litigation, and the Settlement may not be construed as an admission of any wrongdoing by Google.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

19. If there were no Settlement and Plaintiffs failed to establish their claims against Google at trial, neither Plaintiffs nor the other Class Members would recover anything. Also, if Google was successful in proving any of its defenses at trial, or on appeal, the Classes could recover substantially less than the amount provided in the Settlement, or nothing at all.

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT? WHO IS INCLUDED IN THE CLASSES?

20. Pursuant to Order dated August 15, 2023, the Court certified two classes under Rule 23. If you are a member of one or both of the following Classes, you are subject to the Settlement, unless you previously requested exclusion or request exclusion in connection with the Settlement:

- **Location Targeting Class:** All persons and entities located in the United States who, between January 1, 2004 and March 22, 2011, advertised through Google's AdWords Program and paid for clicks on their Google AdWords advertisement(s), where such clicks did not originate from the location selected by the advertiser.
- **Search Bundled Clicks Class:** All persons and entities located in the United States who, between June 1, 2009 and December 13, 2012, advertised through Google's AdWords Program and paid for clicks on ads on Google's Display Network where the advertiser's settings allowed its ads to show on both the Search and Display Networks and did not set a Display Network bid different from the Search Network bid.

Excluded from the Classes are Google and its affiliates, officers, and directors, as well as members of the judiciary, their staff and jurors in this case. Also excluded from the Classes are (i) the individuals and entities who requested exclusion from the Classes pursuant to Class Notice (as listed in Appendix 1 to the Settlement Agreement) and do not opt back into the Classes in connection with the Settlement; and (ii) the individuals and entities who submit timely and valid requests for exclusion from the Classes in connection with the Settlement. *See* "What If I Do Not Want To Be A Member Of The Class(es)? How Do I Exclude Myself," on page 12.

PLEASE NOTE: Receipt of this Notice or the Email Notice (or a similar notice by mail) does not mean that you are a Class Member or that you are eligible to receive a payment from the Settlement. In order to be eligible to receive a Settlement Payment, you must be a Class Member that was damaged based on an assessment by Plaintiffs' experts of data produced by Google in this Action, you must be entitled to a payment of at least \$1.00 pursuant to the Allocation Methodology as explained below, and you must submit a completed Payment Form to the Settlement Administrator.

**HOW ARE CLASS MEMBERS AFFECTED
BY THE ACTION AND THE SETTLEMENT?**

21. As a Class Member, you are represented by Plaintiffs and Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

22. If you are a Class Member and do not wish to remain a Class Member, you may exclude yourself from the Class(es) by following the instructions in the section below entitled, “What If I Do Not Want To Be A Member Of The Class? How Do I Exclude Myself?”

23. If you previously excluded yourself from the Class(es) pursuant to Class Notice and wish to opt back into the Class(es) to be eligible to receive a Settlement Payment, you must request to opt back into the Class(es) by following the instructions in the section below entitled, “How Do I Opt Back Into The Class(es)?”

24. If you are a Class Member and you wish to object to the Settlement, the Allocation Methodology, and/or Class Counsel’s request for attorneys’ fees and Litigation Expenses, you may present your objections by following the instructions in the section below entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?”

25. If you are a Class Member and you do not exclude yourself from the Class(es), you will be bound by any orders issued by the Court in the Action. If the Settlement is approved, the Court will enter a judgment (“Final Approval Order”). The Final Approval Order will dismiss with prejudice the claims against Google and will provide that, upon the Effective Date of the Settlement Agreement, the Releasing Parties (as defined in ¶ 26 below) shall release, forever discharge, will not in any manner pursue this Action, and shall be forever barred from asserting, instituting, or maintaining against the Releasees (as defined in ¶ 28 below), any and all Released Claims (as defined in ¶ 27 below).

26. “Releasing Parties” means Plaintiffs and all other Class Members, on behalf of themselves and any current or former directors, officers, members, administrators, agents, insurers, beneficiaries, trustees, employee benefit plans, representatives, servants, employees, attorneys, parents, subsidiaries, affiliates, divisions, branches, units, shareholders, investors, contractors, successors, joint venturers, predecessors, related entities, and assigns; and all other individuals and entities acting on Plaintiffs’ or any other Class Member’s behalf.

27. “Released Claims” means any and all claims, demands, actions, causes of action, lawsuits, arbitrations, damages, or liabilities whether legal, equitable, or otherwise, asserted in this Action or arising out of or in any way related to the subject matter giving rise to the claims in this Action during the class period as defined for each Class. Released Claims do not include (i) any claims relating to the enforcement of the Settlement; (ii) any claims of the individuals and entities who requested exclusion from the Classes pursuant to Class Notice (as listed on Appendix 1 to the Settlement Agreement) and do not opt back into the Classes in connection with the Settlement; and (iii) any claims of the individuals and entities who submit timely and valid requests for exclusion in connection with the Settlement. Released Claims include, but are not limited to, all claims asserted in the Action as of the date the Settlement Agreement is executed.

28. “Releasees” means Defendant (Google LLC), Alphabet Inc., and XXVI Holdings Inc., and their current and former directors, officers, members, administrators, agents, insurers, beneficiaries, trustees, employee benefit plans, representatives, servants, employees, attorneys,

parents, subsidiaries, affiliates, divisions, branches, units, shareholders, investors, contractors, successors, joint venturers, predecessors, related entities, and assigns, and all other individuals and entities acting on their behalf.

29. Upon the Effective Date of the Settlement Agreement, the Releasing Parties shall release, forever discharge, will not in any manner pursue, this Action, and shall be forever barred from asserting, instituting, or maintaining against the Releasees, any and all Released Claims. Plaintiffs and Google intend for the Settlement Agreement to be a final and complete resolution of all disputes asserted or that could be asserted with respect to the Released Claims.

30. Moreover, the Parties fully understand that the facts on which the Settlement Agreement is executed may be different from the facts now believed by the Parties and their counsel to be true. The Parties expressly accept and assume the risk of this possible difference in facts and agree that the Settlement Agreement will remain effective despite any difference in facts. The Parties intend to fully, finally, and forever settle and release all of the Released Claims, known or unknown, suspected or unsuspected, that the Releasing Parties have against the Releasees. In furtherance of such intention, the release shall be and remain in effect as a full and complete release of the Released Claims notwithstanding the discovery or existence of any such additional difference claims or facts.

31. The Parties have stipulated and agree that, upon the Effective Date, Plaintiffs shall expressly waive and relinquish, to the fullest extent permitted by law, and each of the Class Members shall be deemed to have waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code §1542, or any other similar provision under federal or state law. The Parties further agree that this waiver is an essential and material term of the release and the Settlement that underlies it and that without such waiver the Settlement would not have been agreed to. The Releasing Parties understand that California Civil Code § 1542 states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

WHAT DO I NEED TO DO TO RECEIVE A PAYMENT?

32. You are eligible to receive a Settlement Payment, if the proposed Allocation Methodology set forth below entitles you to a potential Settlement Payment of at least \$1.00. You must submit a completed Payment Form to the Settlement Administrator to receive a Settlement Payment. You can fill out the Payment Form online at www.AdWordsClicksClassAction.com. You can also print out the Payment Form at www.AdWordsClicksClassAction.com and mail your completed form to the Settlement Administrator. **Payment Forms must be completed and submitted by July 20, 2025.** You may elect to receive your Settlement Payment by physical check, virtual prepaid MasterCard, Venmo, or ACH transfer (direct deposit). ACH transfer (direct deposit) may only be requested via online submission. If you are eligible for a Settlement Payment and do not select a payment method on the Payment Form, you will receive the default payment method (i.e., the virtual prepaid MasterCard).

33. You are not eligible to receive a Settlement Payment if (a) you previously requested exclusion from the Class(es) and do not opt back into the Class(es) in connection with the Settlement or (b) you submit a request for exclusion from the Class(es) in connection with the Settlement.

**HOW MUCH WILL MY PAYMENT BE? WHEN WILL I RECEIVE MY PAYMENT?
HOW WILL MY PAYMENT BE CALCULATED?**

34. Pursuant to the Settlement, Google has agreed to pay a total of \$100,000,000 in cash. The Settlement Amount plus any interest earned thereon is referred to as the “Settlement Fund.” If the Settlement is approved by the Court and the Effective Date occurs, the “Net Settlement Fund” (that is, the Settlement Fund reduced by the sum of the Notice and Administrative Costs, any Taxes, any Service Award, and any Fee and Expense Award) will be distributed to Participating Class Members, in accordance with the proposed Allocation Methodology set forth below, or such other allocation method as the Court may ultimately approve.

35. The Allocation Methodology is a matter separate and apart from the Settlement. Any determination with respect to the Allocation Methodology set forth below, or another allocation method, will not affect the Settlement, if approved. Google and the other Releasees shall not have any liability, obligation, or responsibility for the administration of the Settlement, the disbursement of the Net Settlement Fund, or the Allocation Methodology.

36. Unless the Court otherwise orders, any Participating Class Member who fails to negotiate (*i.e.*, accept) their Settlement Payment within a reasonable time (as outlined in the Allocation Methodology below) shall be fully and forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a Class Member and be subject to the provisions of the Settlement Agreement, including the terms of any judgment entered and the releases given.

PROPOSED ALLOCATION METHODOLOGY

If the Settlement is approved and becomes Final (is not appealed or is not overturned on appeal), the Net Settlement Fund shall be distributed to Participating Class Members, as defined above, in accordance with the following Allocation Methodology. It is expected that Settlement Payments will go out several months after the Effective Date has occurred. Please be patient.

The objective of the proposed Allocation Methodology – which was developed in consultation with Plaintiffs’ damages experts – is to equitably distribute the Net Settlement Fund to those who may have suffered damages as a result of the conduct alleged in the Action. The calculations made pursuant to the Allocation Methodology are not intended to be estimates of, nor indicative of, the amounts that Participating Class Members might have been able to recover after a trial of the Action. The computations under the Allocation Methodology are only a method to weigh the claims of Participating Class Members against one another for the purposes of making *pro rata* allocations of the Net Settlement Fund. Each Participating Class Member will receive their *pro rata* share of the Net Settlement Fund based upon an assessment by Plaintiffs’ experts of data produced by Google in the Action and to the extent their payment calculates to at least \$1.00.

Plaintiffs’ damages experts developed methodologies for calculating alleged damages for both Classes. For the Location Targeting Class, Google provided data that reflected the alleged

Location Targeting clicks, and Plaintiffs' experts calculated the total alleged damages for the Location Targeting Class to be the total cost of those clicks. For the Search Bundled Clicks Class, Google provided data and Plaintiffs' experts developed a methodology for identifying Search Bundled clicks within the data, and then calculated alleged damages for the Search Bundled Clicks Class by using the following formula: $\text{Click Cost} - (\text{Click Cost} / 1.06 * 1) = \text{Damages}$. This formula is used to quantify the portion of the click cost that is attributable to the 6% overcharge that Plaintiffs alleged Google applied to the cost for the Search Bundled clicks. To the extent that a Search Bundled click is also a Location Targeting click, damages will only be calculated for the Location Targeting click so as to avoid a double recovery for the same allegedly damaged click.

The Net Settlement Fund will be distributed to Participating Class Members based on their *pro rata* share of the Net Settlement Fund. A Participating Class Member's *pro rata* share of the Net Settlement Fund will be based on the percentage of the Participating Class Member's share of the total estimated damages for all Participating Class Members based on the methodologies described in the preceding paragraph. The percentage of the total damages associated with each Participating Class Member (based on its Customer ID) will then be applied to the amount of the Net Settlement Fund and payment amounts for all eligible Participating Class Members (again, based on their Customer IDs) will be calculated based on these percentages. As noted herein, the minimum allocation amount per Customer ID is \$1.00. To the extent that any individual Customer ID is entitled to recover less than \$1.00 based on the *pro rata* allocation of the Net Settlement Fund, such Customer IDs will be excluded from the recovery and the payment amounts initially allocated to these Customer IDs will be redistributed across the remaining eligible Customer IDs (i.e., Customer IDs entitled to recover \$1.00 or more based on the previously calculated percentages) based on the remaining eligible Customer IDs' recalculated *pro rata* share of the Net Settlement Fund. Preliminary Settlement Payment amounts can be viewed on the website www.AdWordsClicksClassAction.com when available.

PLEASE NOTE: Only one payment will be issued per Customer ID/Account Number. To the extent there is more than one email address associated with a single Customer ID/Account Number and multiple Payment Forms are submitted for the same Customer ID/Account Number, the Settlement Administrator will take reasonable steps to determine the primary Payment Form and ensure that only one payment is issued.

After the Settlement Payments go out, the Settlement Administrator will make reasonable and diligent efforts to have Participating Class Members negotiate/accept their payments. To the extent any monies remain in the Net Settlement Fund after the initial distribution, if Class Counsel, in consultation with the Settlement Administrator, determine that it is economically feasible to do so, the Settlement Administrator will conduct another distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such distribution, to Participating Class Members who have negotiated/accepted their initial distributions and who would receive at least \$1.00 from such additional distribution. Additional distributions to Participating Class Members who have negotiated/accepted their prior payments and who would receive at least \$1.00 on such additional distributions may occur thereafter if Class Counsel, in consultation with the Settlement Administrator, determine that an additional distribution, after deduction of any additional fees and expenses incurred in administering the Settlement, including for such distributions, would be economically feasible. At such time as it is determined that further distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance will be contributed in substantially equal amounts to the following

501(c)(3) organizations: Consumer Federation of America, National Consumer Law Center, and The Public Justice Foundation, or another organization(s) mutually agreed to by the Parties and approved by the Court.

Payment pursuant to the Allocation Methodology, or such other allocation method approved by the Court, will be conclusive against all Class Members. No person shall have any claim against Plaintiffs, Class Counsel, Plaintiffs' damages experts, Google, Google's Counsel, or any of the other Releasees or Releasing Parties, or the Settlement Administrator or other agent designated by Class Counsel arising from distributions made substantially in accordance with the Settlement Agreement, the allocation method approved by the Court, or further Orders of the Court.

The Court may approve the Allocation Methodology as proposed or it may modify it without further written notice to the Classes. Any Orders regarding any modification of the Allocation Methodology will be posted at www.AdWordsClicksClassAction.com.

WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASSES SEEKING? HOW WILL THE LAWYERS BE PAID?

37. Class Counsel have not received any payment for their services in pursuing claims against Google on behalf of the Classes, nor have Class Counsel been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Class Counsel will apply to the Court for an award of attorneys' fees in an amount not to exceed 33% of the Settlement Fund. At the same time, Class Counsel also intend to apply for reimbursement/payment of Litigation Expenses in an amount not to exceed \$4.2 million, and Plaintiffs intend to request a Service Award in consideration of their representation of the Classes in a total amount not to exceed \$20,000.

38. Class Counsel's motion for attorneys' fees and Litigation Expenses will be filed by June 15, 2025. A copy of Class Counsel's motion for attorneys' fees and Litigation Expenses will be available for review at www.AdWordsClicksClassAction.com once it is filed. The Court will determine the amount of any award of attorneys' fees or Litigation Expenses. Such sums as may be approved by the Court will be paid from the Settlement Fund.

WHAT IF I DO NOT WANT TO BE A MEMBER OF THE CLASS(ES)? HOW DO I EXCLUDE MYSELF?

39. Each Class Member will be bound by all determinations and judgments in this lawsuit, whether favorable or unfavorable, unless such person or entity mails or delivers a letter requesting exclusion addressed to: *AdWords Clicks Class Action*, ATTN: Exclusion Request, P.O. Box 58220, Philadelphia, PA 19102, or submits a request for exclusion online through the case website at www.AdWordsClicksClassAction.com. The request for exclusion must be **received no later than July 20, 2025**. You will not be able to exclude yourself from the Class(es) after that date. Each letter requesting exclusion must: (i) state the full name, address, telephone number, and email address of the person or entity requesting exclusion, and in the case of entities, the name and telephone number of the appropriate contact person; (ii) clearly identify the case name and number, *Rene Cabrera, et al. v. Google LLC*, No. 11-cv-1263-EJD (N.D. Cal.); (iii) indicate the person's or entity's intent to request exclusion from the Class(es); (iv) state whether the person or entity requesting exclusion is requesting exclusion from the Location Targeting Class, the Search

Bundled Clicks Class, or both Classes; and (v) include the physical or electronic signature of the person or entity requesting exclusion or an authorized representative.

40. If you do not want to be part of the Class(es), you must follow these instructions for exclusion. Excluding yourself from the Class(es) is the only option that may allow you to be part of any other current or future lawsuit against Google or any of the other Releasees concerning the Released Claims. Please note, however, if you decide to exclude yourself from the Class(es), Google and the other Releasees will have the right to assert any and all defenses they may have to any claims that you may seek to assert.

41. If you ask to be excluded from the Class(es), you will not be eligible to receive a Settlement Payment.

42. If you previously requested exclusion from the Class(es) (and are listed on Appendix 1 to the Settlement Agreement) and you want to remain excluded from the Class(es), you do not have to request exclusion again.

43. Google shall have the right to terminate the Settlement in the event that the damages calculated by Plaintiffs' experts for Class Members who have sought exclusion from the Classes meet the threshold negotiated by the Parties.

WHAT IF I PREVIOUSLY REQUESTED EXCLUSION FROM THE CLASS(ES) AND NOW WANT TO BE POTENTIALLY ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT? HOW DO I OPT BACK INTO THE CLASS(ES)?

44. If you previously requested exclusion from the Class(es) pursuant to Class Notice (and are listed on Appendix 1 to the Settlement Agreement), you may elect to opt back into the Class(es) and be potentially eligible to receive a Settlement Payment.

45. In order to opt back into the Class(es), you must submit a written request to opt back into the Class(es) to the Settlement Administrator by mail at: *AdWords Clicks Class Action*, ATTN: Opt Back In Request, P.O. Box 58220, Philadelphia, PA 19102, or by email at: info@AdWordsClicksClassAction.com. This request must be **received by July 20, 2025**. Your request to opt back into the Class(es) must: (i) state the full name, address, telephone number, and email address of the person or entity requesting to opt back into the Class(es), and in the case of entities, the name and telephone number of the appropriate contact person; (ii) state that such person or entity "requests to opt back into the Class(es) in *Rene Cabrera, et al. v. Google LLC*, No. 11-cv-1263-EJD (N.D. Cal.); and (iii) be signed by the person or entity requesting to opt back into the Class(es) or an authorized representative.

PLEASE NOTE: OPTING BACK INTO THE CLASS(ES) IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH ABOVE DOES NOT MEAN THAT YOU WILL AUTOMATICALLY BE ENTITLED TO RECEIVE A SETTLEMENT PAYMENT. You must be entitled to a payment based on an assessment by Plaintiffs' experts of data produced by Google in the Action and you must submit a completed Payment Form to the Settlement Administrator.

**WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE
SETTLEMENT? DO I HAVE TO COME TO THE HEARING?
MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?**

46. **Class Members do not need to attend the Final Fairness Hearing. The Court will consider any submission made in accordance with the provisions below even if a Class Member does not attend the hearing.**

47. **Please Note:** The date and time of the Final Fairness Hearing may change without further written notice to the Classes. In addition, the Court may decide to conduct the Final Fairness Hearing by video or telephonic conference, or otherwise allow Class Members to appear at the hearing by video or telephone, without further written notice to the Classes. **In order to determine whether the date and time of the Final Fairness Hearing have changed, or whether Class Members must or may participate by telephone or video, it is important that you monitor the Court's docket and the Settlement Website, www.AdWordsClicksClassAction.com, before making any plans to attend the hearing. Any updates regarding the Final Fairness Hearing, including any changes to the date or time of the hearing or updates regarding in-person or remote appearances at the hearing, will be posted to www.AdWordsClicksClassAction.com. If the Court requires or allows Class Members to participate in the Final Fairness Hearing by telephone or video conference, the information for accessing the telephone or video conference will be posted to www.AdWordsClicksClassAction.com.**

48. The Final Fairness Hearing will be held on **August 21, 2025 at 9:00 a.m.**, before the Honorable Edward J. Davila, United States District Court Judge for the Northern District of California, either in person at the San Jose Courthouse, 280 South 1st Street, San Jose, CA 95113, in Courtroom 4—5th Floor, or by telephone or videoconference (in the discretion of the Court). The Court reserves the right to approve the Settlement, the Allocation Methodology, Class Counsel's request for attorneys' fees and Litigation Expenses, and/or any other matter related to the Settlement at or after the Final Fairness Hearing without further notice to the members of the Classes.

49. Any Class Member may object to the Settlement, the Allocation Methodology, and/or Class Counsel's request for attorneys' fees and Litigation Expenses. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement. The Court can only approve or reject the Settlement. If the Court denies approval of the Settlement, no payments from the Settlement will be sent out and the Action will continue. If that is what you want to happen, then you must object.

50. Any objection to the proposed Settlement must be in writing and submitted only to the Court. If you submit a timely written objection, you may, but are not required to, appear at the Final Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must: (i) clearly identify the case name and number (*Rene Cabrera, et al. v. Google LLC*, No. 11-cv-1263-EJD (N.D. Cal.)); (ii) be submitted to the Court either by mailing them to the Clerk of the Court at the United States District Court for the Northern District of California, San Jose Courthouse, 280 South 1st Street, San Jose, CA 95113, or by filing them in person at any location of the United States District Court for the Northern District of California; and (iii) be ***filed or postmarked no later than July 20, 2025***.

51. Additionally, any objection must: (i) identify the full name, address, telephone number, Settlement Notice ID(s) (if available), Customer ID, and email address of the person or entity objecting and be signed by the objector; (ii) include the full name, address, telephone number, and email address of the Objector's counsel (if the Objector is represented by counsel); and (iii) state with specificity the grounds for the Class Member's objection, including any legal and evidentiary support the Class Member wishes to bring to the Court's attention and whether the objection applies only to the objector, to a specific Class, or to a specific subset of either Class. **You may not object to the Settlement, Allocation Methodology, or Class Counsel's request for attorneys' fees and Litigation Expenses if you exclude yourself from the Classes or if you are not a Class Member.**

52. If you wish to appear and speak about your objection at the Final Fairness Hearing, you must state that you intend to appear at the hearing in your objection or send a letter stating that you intend to appear at the Final Fairness Hearing in *Rene Cabrera, et al. v. Google LLC*, No. 11-cv-1263-EJD (N.D. Cal.) to the Clerk of Court at the address set forth in ¶ 50 above so that it is ***filed or postmarked on or before July 20, 2025***. Persons who intend to object and desire to present evidence at the hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

53. **Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the Settlement, the Allocation Methodology, and/or the request for attorneys' fees and Litigation Expenses. Class Members do not need to appear at the Final Fairness Hearing or take any other action to indicate their approval.**

WHAT IF I DO NOTHING?

54. If you do nothing, you will not receive a Settlement Payment. Additionally, all of your Released Claims (*see* ¶ 27 above) against Google and the other Releasees will be released.

CAN I SEE THE COURT FILE? WHO SHOULD I CONTACT IF I HAVE QUESTIONS?

55. This Notice summarizes the Settlement. For the full terms and conditions of the Settlement, please review the Settlement Agreement at www.AdWordsClicksClassAction.com. A copy of the Settlement Agreement and additional information regarding the Settlement can also be obtained by contacting Class Counsel at the contact information set forth below, by accessing the Court docket in this case, for a fee, through the Court's PACER system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, San Jose Courthouse, 280 South 1st Street, San Jose, CA 95113, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. Additionally, copies of any related orders entered by the Court and certain other filings in this Action will be posted on the website, www.AdWordsClicksClassAction.com.

56. All inquiries concerning this Notice should be directed to:

AdWords Clicks Class Action
c/o Settlement Administrator
1650 Arch Street

Suite 2210
Philadelphia, PA 19103

1-833-355-0988
info@AdWordsClicksClassAction.com
www.AdWordsClicksClassAction.com

and/or

Kessler Topaz Meltzer & Check, LLP
Joseph H. Meltzer, Esq.
Matthew L. Mustokoff, Esq.
280 King of Prussia Road
Radnor, PA 19087
1-610-667-7706
info@ktmc.com

Nix Patterson, LLP
Drew G. Pate, Esq.
Brad E. Beckworth, Esq.
8701 Bee Cave Road
Building 1, Suite 500
Austin, TX 78746
1-512-328-5333
info@nixlaw.com

**PLEASE DO NOT CALL OR WRITE THE COURT, GOOGLE, OR GOOGLE'S
COUNSEL REGARDING THE SETTLEMENT OR THIS NOTICE.**

DATED: May 6, 2025

BY ORDER OF THE COURT
United States District Court
Northern District of California